AGENDA 4:30 P.M.

CITY COUNCIL MEETING **REVISED** TUESDAY, MARCH 12, 2024

NOTES:

- Public Forum:
  Comments are generally limited to **3 minutes**.
- Consent Items:
  Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/ microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - February 27, 2024 City Council Regular Meeting.
b. Minutes - February 28, 2024 City Council Special Meeting.
c. Approval of Proclamation, American Red Cross Month, March 2024.
d. Approval of Proclamation, Verde Valley Stand Down, March 27, 2024.
e. AB 3039 Approval of a multi-year contract with Eco Green Services LLC dba Arborist Standards Tree Care for Curbside Yard Waste Collection, in the approximate amount of $114,624.00 per fiscal year.

4. APPOINTMENTS - None.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

a. Proclamation, American Red Cross Month, March 2024.
b. Proclamation, Verde Valley Stand Down, March 27, 2024.

8. REGULAR BUSINESS

a. AB 2719 Presentation/public hearing/discussion/possible direction regarding the draft Community Plan and adoption of the Community Plan 2023.
b. AB3036Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) to amend an existing PD (Planned Development) to add the "Safe Place to Park" Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park). The property is within the Western Gateway Community Focus Area, is ±6 acres, and is located northwest corner of the intersection of W State Route 89A and Cultural Park Place. APN: 408-47-009A The requested Zone Change an amendment to the permitted uses in the existing PD (Planned Development). Case Number: PZ24-00002 (ZC) Owner/Applicant: City of Sedona (Shannon Boone).
c. AB 3031 Discussion/possible action regarding contracts with the Arizona Department of Housing and the Verde Valley Homeless Coalition for the proposed Safe Place to Park program.
d. AB 3027 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.
e. Discussion/possible action regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Page 2, City Council Meeting Agenda Continued

f. Items not completed on Tuesday, March 12, 2024 will be carried over to Wednesday, March 13, 2024 beginning at 2:00 p.m. in City Council Chambers, 102 Roadrunner Drive, Sedona, AZ 86336.

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: 03/07/2024

By: DJ

JoAnne Cook, CMC, City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made forty-eight hours prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, February 27, 2024, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 4:30 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, Director of Financial Services Cherie White, Procurement Officer Ian Coubrough, Accounting Supervisor Renee Stanley, Housing Coordinator Jeanne Frieder, Assistant Director of Public Works Sandy Phillips, Assistant Engineer Hanako Ueda, Police Chief Stephanie Foley, Executive Assistant Sherri O'Connor, Director of Public Works/City Engineer Kurt Harris, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

a. Minutes - February 13, 2024 City Council Special Meeting - Executive Session.
b. Minutes - February 13, 2024 City Council Regular Meeting.
c. AB 3034 Approval of a construction contract for SD-12 Schnebly & Grove Drainage Improvements Project with Asphalt Paving & Supply, Inc., in the amount not-to-exceed $332,764, subject to the approval of written contract by the City Attorney's Office.
d. AB 2919 Approval of a Resolution approving the form of the lease purchase agreement with Zions Bancorporation, N.A. and authorizing the execution and delivery thereof for the purchase of two (2) replacement Police Interceptors in the amount of $180,098.63, plus interest.

Councilor Kinsella pulled item 8c off consent for a brief presentation.

Motion: Councilor Kinsella moved to approve consent items 3a, 3b, and 3d. Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Presentation of item 3c by Sandy Phillips.

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve consent item 3d. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments - None.

5. Summary of Current Events by Mayor/Councilors/City Manager

Councilor Furman advised March 10-16,2024 is Water Awareness Week and encouraged those interested in commenting or tracking the activity of the ADEQ Water Quality Study to visit azdeq.gov. He stated a West Sedona School student won first place in the Water Ethics Contest sponsored by Coconino Plateau Water Partnership. Councilor Fultz stated the Area Council on Aging is still seeking councilmembers. He said he was recently appointed to fill a vacant seat on the Economic Development Council and that he will be applying for ongoing participation on the Council. Mayor Jablow commended Officer Beers and Canine Sam on his first arrest for narcotics in Camp Verde.

6. Public Forum

Opened to the public at 4:42 p.m.

Paul Chevalier, Sedona, voiced concerns regarding the Safe Place to Park Program.

Brought back to Council at 4:45 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 2953 Presentation/discussion regarding the December 2023 Sales and Bed Tax Report.

Presentation by Cherie White.

Questions and comments from Council.

For presentation only.

b. AB 3027 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Presentation from Kurt Christianson.

Comments and questions from Council.

By majority consensus, Council agreed to oppose SB 1311 and directed staff to add the bill to the list of bills to track.

c. Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow advised that the presentation of the Draft Community Plan is scheduled for the Council Work Session meeting tomorrow beginning at 3:00 p.m.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda

per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 5:23 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on February 27, 2024.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, February 28, 2024, 3:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 3:00 p.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Andy Dickey, Attorney Kurt Christianson, Principal Planner Cynthia Lovely, Director of Community Development Steve Mertes, Housing Coordinator Jeanne Frieder, City Clerk JoAnne Cook, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 2719 Presentation/discussion/possible direction regarding the draft Community Plan 2023.

Open to public comment at 3:04 pm

John Griffin, Sedona, spoke on the current dilemma of affordable housing shortage and education shortage.

Presentation by Facilitators with Southwest Decision Resources Carrie Eberly and Andi Rogers, Cynthia Lovely and Steve Mertes.

Questions and Comments from Council.

Break at 4:30 p.m. Reconvened at 4:47 p.m.

Presentation continued.

Questions and Comments from Council continued.

By majority consensus, Council directed staff to make the following changes to the Community Plan 2023:

Pg 7 - Add a statement indicating that the numbering or placement of items in a list, such as strategies and actions, does not imply the ranking of said items.

Pg 17 - Add "the arts" to the third guiding principle.

Pg 17 - Add "celebrates the arts" in the Vision Statement.

Pg 26 - Add "businesses" to Policy (Strategy) 3.1.

Pg 26 - Revise "Red Rocks Rotary" in the list of Sedona Community Organizations to read "Rotary (2)".

Pg 28 - Revise "Future Ranger Station Park" in the list of Sedona's Community Places to read "Ranger Station Park".

Pg 31 - Revise Community Action 8 to replace the word "Establish" at the beginning of the sentence to "Explore using" or some other word/phrase.

Pg 39 - Change "may be considered in areas with access to transit..." to "may be considered in areas with current or future access to transit..." under Multi-family Residential.

Pg 41 - Change criteria No. 2 under Commercial/Lodging to add "and brings community benefits".

Throughout the whole document - Change the word "Policies" to "Strategies".

Throughout the whole document - Use numbering only for Strategies (Policies) and Actions. Remove from Key Issues and Guiding Principles.

Presentation/discussion/possible direction regarding the draft Community Plan 2023 will continue at the March 13, 2024 City Council Meeting.

b. Discussion/possible action regarding ideas for future meetings/agenda items.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
b. Return to open session. Discussion/possible action on executive session items.

5. **Adjournment**

Mayor Jablow adjourned the meeting at 6:34 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on February 28, 2024.

_____ _____

Marcy Garner, Deputy City Clerk Date

Office of the Mayor
City of Sedona, Arizona

Proclamation

AMERICAN RED CROSS MONTH
March 2024

Whereas, During American Red Cross Month in March, we recognize the compassion of people in Sedona and reaffirm our commitment to care for one another in times of crisis.

Whereas, This generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering.

Whereas, Today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the AZ NM region to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

Whereas, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community

NOW THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens of Sedona to reach out and support its humanitarian mission.

Issued this 12th day of March, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	Melody Birkett
Contact Phone Number	602-619-8957
Contact Mailing Address	4747 N 22nd St, Suite 100, Phoenix, AZ 85016
Contact Email Address	melody.birkett@redcross.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	American Red Cross Month in March
Website Address (if applicable)	https://www.redcross.org/local/az-nm.html
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Mayor Scott Jablow and Councilor Melissa Dunn
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	March 2024
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	We would like to have 1-2 people present at a city council meeting to accept the proclamation. Once I have the date, I can provide you the names of the Red Cross staff who'll be attending.

Provide information about the organization/event including a mission statement, founding date, location and achievements.

The American Red Cross' mission is to prevent and alleviate human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Clara Barton founded the American Red Cross in Washington, D.C. on May 21, 1881.

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

* People affected by disasters in America
* Support for members of the military and their families
* Blood collection, processing and distribution
* Health and safety education and training
* International relief and development

Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City's vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?

The American Red Cross shelters, feeds and provides comfort to victims of disasters; supplies about 40% of the nation's blood; teaches skills that save lives; distributes international humanitarian aid; and supports veterans, military members and their families.

The Red Cross is proud that an average of 90 cents of every dollar spent is invested in providing care and comfort for people in need.

90% of our workforce is made up of volunteers.

The Red Cross responds to more than 60,000 disasters every year. Large disasters like hurricanes, floods and wildfires are increasing in frequency and intensity.

Every two seconds, someone in the U.S. needs blood. We depend on the generosity of donors to help save lives.

We plan to promote the Proclamation on our social media platform and hopefully, get an article published in the Sedona Red Rock News.

Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.

Office of the Mayor

Proclamation
Verde Valley Stand Down
March 27, 2024

WHEREAS, the City Of Sedona deeply respects and honors the American Veteran; and

WHEREAS, Sedona has previously been proclaimed a “Purple Heart City” and is sincerely thankful for our “Combat Wounded”; and

WHEREAS, the “Verde Valley Stand Down” (VVSD) will be held on Wednesday, March 27th, 2024 in cooperation with Verde Valley Communities and Verde Valley “Veteran Service Organizations” (VSO’s); and

WHEREAS, the “Verde Valley Stand Down” is an outreach program designed to assist Veterans for the betterment of their lives and well-being; and

WHEREAS, The “Verde Valley Stand Down” provides something for every Veteran and their Families and connects those who are homeless and at risk with essential and critical services available to them within the community; and

WHEREAS, the “Verde Valley Stand Down” provides many amenities and benefits including hygiene and health supplies, surplus gear and clothing, vision, hearing, dental and medical assistance, haircuts, VA enrollment, Veterans’ Court information, Covid related assistance, alcohol and substance abuse counseling and much more; and

WHEREAS, this annual event is a “Community Service” for all Veterans who “Served “Honorably” and will be Dedicated to Verde Valley Veterans with a Ceremony at the “Sedona Elk Lodge No. 2291”, located at 110 Airport Road, Sedona, AZ at 11:00 a.m.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, hereby proclaim the “Verde Valley Stand Down” as a comprehensive effort of Verde Valley communities and call upon all Citizens to respectfully assist “American Veterans”.

Issued this 12th day of March, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	John Davison
Contact Phone Number	928-286-7446
Contact Mailing Address	Flagstaff AZ
Contact Email Address	nazveteranstanddowns@aol.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Military order of the Purple Heart 793, Northern Arizona Veteran Stand Down The purpose of the Stand Down is to support veterans with some of the following: VA enrollment services, VA medical options, employment
Website Address (if applicable)	https://www.facebook.com/profile.php?id=
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Pete Furman & Kathy Kinsella
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Wednesday March 27, 2024
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☑ Presentation at Meeting ☐ Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Jack Ross 860-705-2163 SAVCO President

Provide information about the organization/event including a mission statement, founding date, location and achievements.

The Verde Valley Stand Down (VVSD) In Memory Of James David Warfield USMC Is A Community Project Of The Military Order of the Purple Heart “Dale E. Crick” Chapter 793, Northern Arizona Veteran Stand Downs, In Cooperation With "Sedona Area Veteran & Community Outreach" (SAVCO).

The Stand Down Provides Information Of Essential Services Available To Assist Homeless and At Risk Veterans Within The Community.

The Veterans Stand Down Provides Information For Veterans And Their Families To Lead A Wholesome And Productive Lifestyle Within The Community.

Amenities: VA Services Enrollment, Hygiene & First Aid Kits, Clothing & Surplus, Community Services Employment Services, Dental, Vision & Medical Assistance, Haircuts, VA Mobile Vet Center, Veterans’ Court Information, Pet Food & Pet Care Notary, Housing Assistance.

Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City’s vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?

The City Of Sedona is a recognized "Purple Heart Community" and firmly supports the American Veteran.

A proposed Proclamation will be forwarded to the City Clerk with this request

Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.

CITY COUNCIL AGENDA BILL

AB 3039
March 12, 2024
Regular Agenda

Agenda Item: 3e
Proposed Action & Subject: Approval of a multi-year contract with Eco Green Services LLC dba Arborist Standards Tree Care for Curbside Yard Waste Collection, in the approximate amount of $114,624.00 per fiscal year.

Department	Public Works
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Contract

Finance Approval	Reviewed 3/4/24 CRW
City Attorney Approval	Reviewed 03/04/24 KWC
City Manager's Recommendation	Approve award of a contract with Arborist Standards for curbside yard waste collection, in the approximate amount of $114,624.00 per fiscal year.

Expenditure Required	
	$ 114,624.00
Amount Budgeted	
	$ 115,000.00 (FY24 budgeted amount)
Account No. (Description)	10-5320-09-6540 (Curbside Yard Waste)

SUMMARY STATEMENT

Background: During the development of the City's Climate Action Plan, the City Council identified a target of reducing community greenhouse gas emissions by 50% by 2030. In the Plan, implementing annual yard waste collection is identified as one of the high-impact practices to reduce emissions. In FY 22 400 cubic yards of wood chips were generated from yard waste collected during the Curbside Yard Waste collection effort. In FY 23 there were 4000 cubic yards of yard waste collected during the annual event. The increase in collection was due to snowstorm damage and more people participating in the program.

Approximately 24 percent of municipal waste streams are made up of compostable materials like yard waste and food waste. When organic materials, such as food and yard waste (grass clippings, leaves, brush, etc.), rot in the landfill they break down anaerobically (without oxygen) and create large amounts of methane. This flammable greenhouse gas is the same as what's emitted through the production of coal, oil, and natural gas. In contrast, composted yard waste can be used as a natural soil fertilizer.

Further information can be found regarding the City's Curbside Yard Waste Program here, www.sedonaaz.gov/curbside Please note that this year service area zones are the same as your evacuation zone, see also www.sedonaaz.gov/knowyourzone



Debris collected at a residence during the 2019 collection

Procurement Method:

The City issued solicitation 24-005RFP, Curbside Yard Waste Collection Services on February 5, 2024. The solicitation was publicly posted on the City's website and sent to known contractors who perform similar work in the area. On February 26, 2024, the City received proposals from the following firms:

BIDDER (OFFICE) LOCATION	BID AMOUNT
Arborist Standards (Sedona)	$114,624.00
Bob's Tree & Landscaping, Inc (Camp Verde)	$128,000.00
Living Landscapes AZ (Cottonwood)	$97,010.00
Pram LLC (Cottonwood)	$137,600.00
Waste Management (Tempe)	NO BID

An evaluation committee comprised of staff from the Public Works and Finance Departments reviewed and scored the four responsive proposals based on the following criteria:

- 25 Points- Firm Experience based on references
- 25 Points- Personnel, personnel's experience, and equipment (dedicated to the contract)
- 50 Points- Cost proposal

After compiling the scoring results for all respondents, Eco Green Services LLC dba Arborist Standards Tree Care (Arborist Standards) was found to be the highest ranked respondent. The contract for services will commence upon award and execution and continue for a one (1) year period with an option of two (2) additional one-year terms. The annual cost for services will be $114,624.00.

City Staff is recommending award of the contract to Arborist Standards in the amount of $114,624.00, as the top ranked proposal.

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

This program supports the Environmental Stewardship Vision: Approving the curbside yard waste collection will decrease the amount of debris that is going into the landfill.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Not approving this contract would result in either re-advertising the procurement, or not providing the curbside collection service.

MOTION

I move to: approve a multi-year contract with Eco Green Services LLC dba Arborist Standards Tree Care for curbside yard waste collection, in the approximate amount of $114,624.00 per fiscal year.

DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This Contract ("CONTRACT") is made and entered into on this ____ day of _____, 20 _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Eco Green Services LLC dba Arborist Standards Tree Care** ("CONTRACTOR").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.
B. CITY desires to retain the services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.
C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and
D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.

A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the **Curbside Yard Waste Collection Program** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.

B. Change in Scope of Work. If deemed necessary by the CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and CONTRACTOR. If CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of the CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If

requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.

E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.

F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING**.

A. Compensation. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **$343,872** . Except as otherwise set forth in this CONTRACT, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

B. Payment. Unless otherwise agreed to by the CITY in writing, CONTRACTOR will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, and during all claims resolution proceedings, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'S performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. Any fee required by any governmental agency in order for CONTRACTOR to accomplish a task hereunder may be reimbursed by CITY, however, no reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

3. **PROFESSIONAL RESPONSIBILITY**. The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no

obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW**. It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION**. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE**.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'S insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one

occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate, if professional services are utilized by CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede any work on the Project. Coverage must have no exclusion for design-build projects.

B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant to this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this CONTRACT and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this CONTRACT or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity

would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

7. **NON-ASSIGNABILITY**. Neither this CONTRACT, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

8. **TERM; TERMINATION**.

A. Term. Once a contract is awarded, the unit prices offered by the successful respondent shall remain firm for the term of the contract. The contract shall commence on the date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties.

B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to the CITY.

C. Termination for Cause. CITY may terminate this CONTRACT for cause if CONTRACTOR fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.

E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this CONTRACT, This CONTRACT may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any

future payments or for any damages resulting from termination under this provision.

9. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This CONTRACT shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this CONTRACT or the subject matter thereof and consent to a trial to the court.

10. **INDEPENDENT CONTRACTOR**. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

11. **NO WAIVER**. Delays in enforcement or the waiver of one (1) or more defaults or breaches of this CONTRACT by CITY shall not constitute a waiver of any of the other terms or obligations of this CONTRACT.

12. **ENTIRE AGREEMENT**. This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the CONTRACT. In the event any term or provision of this CONTRACT is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. **NON-DISCRIMINATION**. CONTRACTOR, its agents, employees, and subcontractors shall not discriminate in any employment policy or practice. “Discrimination” means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

14. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.

B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of the CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor

Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

C. The provisions of this Section must be included in any contract CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building, transportation facility or improvement to real property.

D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).

E. CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If applicable, CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

15. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute though voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.

16. **DELAYS**. CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

17. **REMEDIES UPON BREACH**. If any party to this CONTRACT materially breaches the terms of the CONTRACT, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

18. **CONFLICT OF INTEREST**. From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and

the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

19. **NOTICE**. Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager or City Department Head
102 Roadrunner Drive
Sedona, AZ 86336

CONTRACTOR: Arborist Standards Tree Care
Joshua Faurow
4354 E Western Drive
Cottonwood, AZ 86326

20. **EXHIBITS**. The following exhibits, are a part of this CONTRACT and are incorporated herein by reference:

Exhibit A: Scope of Work
Exhibit B: Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this CONTRACT, the terms of the CONTRACT shall control.

21. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS**. Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA**. As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

_____

City Manager or City Department Head

ATTEST:

_____

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

DBA ARBORIST STANDARDS TREE CARE

_____

By: _____

Title: Owner

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

EXHIBITS

Exhibit A

☐Scope of Work and Associated Costs.

Exhibit B

☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.

☐ Affidavit of Lawful Presence not required as this contractor is a corporation (Inc., LLC, LLP).

City of Sedona
102 Roadrunner Drive, Sedona, AZ 86336
Phone: (928) 203-5040

REQUEST FOR PROPOSALS

FOR

CURBSIDE YARD WASTE COLLECTION SERVICES
RFP No. 24-005

PROPOSALS MUST BE RECEIVED PRIOR TO 2:00 P.M.
February 26, 2024

MAIL: City of Sedona
ATTN: Procurement
102 Roadrunner Drive
Sedona, AZ 86336
Monday – Thursday, 7:30 am – 5:00 pm

HAND DELIVER: City of Sedona
Financial Services
ATTN: Procurement
106 Roadrunner Drive
Sedona, AZ 86336
(928) 203-5040
Monday – Thursday, 7:30 am – 5:00 pm

RESPONDENT'S NAME AND ADDRESS

Name: Joshua Faurau Address: 4354 E western Dr
cottonwood AZ 86326

REQUEST FOR PROPOSALS

CITY OF SEDONA
RFP No. 24-005

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NOTICE TO RESPONDENTS
City of Sedona
106 Roadrunner Drive
Sedona, AZ 86336

Sealed proposals for curbside yard waste collection services, RFP No. 24-005, will be received by the City, located at 106 Roadrunner Drive, Sedona, Arizona 86336, until 2:00 p.m., local Arizona time, on February 26, 2024.

PROJECT: CURBSIDE YARD WASTE COLLECTION SERVICES, RFP No. 24-005

DESCRIPTION: The City of Sedona, Arizona is inviting firms to submit proposals to provide curbside yard waste collection services to collect curbside yard waste from residents of the City.

CONTRACT TERM: The Contract term shall be for an initial one (1) year term, with the option to extend for two (2) additional one (1) year terms.

Copies of the Request for Proposals may be obtained from the City of Sedona's website at http://www.sedonaaz.gov/business/doing-business/bids-and-rfps.

Each firm's response shall be made on forms furnished in the Request for Proposals and submitted no later than the above cited due date and time.

Proposals must be enclosed in a sealed envelope addressed to:

HAND DELIVERY or US MAIL:	City of Sedona Financial Services Attn: Procurement 106 Roadrunner Drive Sedona, AZ 86336 Monday – Thursday, 8:00 a.m. to 5:00 p.m.
AND MARKED:	Request for Proposals - CURBSIDE YARD WASTE COLLECTION SERVICES, RFP No. 24-005
AND RECEIVED:	At the Financial Services Department no later than 2:00 p.m., local Arizona time, on February 26, 2024 (as determined by reference to www.time.gov ref Arizona area)

The successful firm will be selected based on the best value and responsive proposal provided to the City.

All questions should be directed in writing to Ian Coubrough, Procurement Officer, 106 Roadrunner Drive, Sedona, Arizona 86336, or by email at icoubrough@sedonaaz.gov.

BY: _____
Ian Coubrough, CPPB
Procurement Officer

PART I - INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The City of Sedona ("the City") is soliciting proposals from qualified firms to provide curbside yard waste collection services to collect curbside yard waste from residents of the City.

2. SCOPE OF WORK:

Contained within the Scope of Work (Part III-E) are specific objectives which will be required of the awarded respondent. The City of Sedona shall retain the ability to revise this scope as necessary.

3. SUBMITTAL REQUIREMENTS:

One (1) original copy of the respondent's sealed proposal, and one (1) electronic copy on USB flash drive containing the complete proposal in PDF format, will be received by the City until 2:00 p.m., local Arizona time, on February 26, 2024, at Financial Services, 106 Roadrunner Drive, Sedona, Arizona 86336.

The outside of the envelope must bear the notation:

REQUEST FOR PROPOSALS - CURBSIDE YARD WASTE COLLECTION SERVICES- RFP No. 24-005

4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be on 8 ½ x 11 inches, single sided paper, with 11-point font minimum. Proposals shall be submitted in the format outlined below. Proposals must be valid for a period of ninety (90) calendar days from the date of opening. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

A. **References**. Identify at least three companies or governmental agencies where the same or similar services as contained in the RFP were recently provided. Respondents shall complete the form provided in this RFP Section III-C.

B. **Equipment & Personnel**. Describe the equipment and personnel your firm will be committing to service this contract. Include personnel's experience working on similar contracts and highlight contract managers' experience and qualifications. Respondents shall complete the form provided in this RFP Section III-D.

C. **Cost Proposal.** The costs provided shall be all inclusive of all costs necessary to meet the requirements included in this RFP and shall be compared and evaluated for their competitiveness. Pricing shall be submitted on the forms provided in in this RFP Section III-F.

5. QUESTIONS:

All explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals, or any part thereof, must be requested in writing and directed to

Ian Coubrough, Procurement Officer, and shall be received no later than 2:00 p.m., local Arizona time, on February 21, 2024. Violation(s) may be cause for rejection of proposals.

CITY OF SEDONA PROJECT REPRESENTATIVE:

Ian Coubrough, CPPB
106 Roadrunner Drive
Sedona, Arizona 86336
(928) 203-50401
icoubrough@sedonaaz.gov

6. INSTRUCTIONS TO RESPONDENTS

The City of Sedona exclusively uses its website, https://www.sedonaaz.gov/business/doing-business/bids-and-rfps, for the dissemination of all formal solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid/proposal non-compliant/non-responsive. The City accepts no responsibility for the receipt and/or notification of solicitations through any other means.

7. RFP TRANSPARENCY

Beginning on the date this RFP is issued and continuing until either the date a contract is awarded or this RFP is withdrawn by the City, all persons or entities who respond or intend to respond to this RFP, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "firm"), shall only discuss matters associated with this RFP with the designated City employee and shall not have any direct or indirect contact about this RFP with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFP.

8. LATE PROPOSALS AND MODIFICATIONS

Proposals must be in the office of the City Procurement Officer before or at the specified time and date proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive.

9. WITHDRAWL OF PROPOSALS

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the designated City employee.

10. INTENT OF THE CITY

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Contents of this RFP and respondent's submittal will be used for establishment of final contractual obligation. It is to be understood that this RFP document and the respondent's proposal may be attached or included by reference in an agreement between the City and successful respondent.

11. BASIS FOR SELECTION

Proposals will be evaluated utilizing the criteria listed below.

CRITERIA	POINTS	SCORE
Firm Experience based on References	25	
Personnel, Personnel Experience, and Equipment	25	
Cost Proposal	50	

After the City has identified the proposal with the best value to the City, the City shall have the right to interview and negotiate with the respondent over the final terms and conditions of the contract. The primary objective of the negotiations is to maximize the City's ability to obtain best value, based on the requirements and evaluation factors set forth in the RFP. If an agreement cannot be reached, the negotiation will be terminated, and similar negotiations will occur with the second-ranked firm.

Rating Considerations

Firm Experience based on References.

- What experience with similar projects of this size and scope does the respondent have?
- What qualifications and relevant experience does the contract manager have?
- Does the respondent have a good record of completing similar services?
- How does the respondent manage project costs, schedules, and work quality?
- How are customer concerns handled/addressed?
- Would respondent's customer contract with the firm again?

Personnel, Personnel Experience, and Equipment

- Will adequate personnel and equipment be provided to fulfil this contract?
- Is respondent's equipment current and in working order?
- Does the contract manager have experience managing similar contracts?

Cost Proposal

- The respondent with the lowest cost shall receive all available points and all other Respondents will receive a proportional share of the points based on the proration of their cost to the lowest cost provided- (Lowest Price Proposal / Price of Proposal being Evaluated) x Maximum Price Score Possible = Points Earned.

12. REQUIRED INSURANCE

Insurance requirements are listed in Section 6 of the attached sample Services Agreement.

13. SAMPLE SERVICES AGREEMENT

The Sample Services Agreement attached hereto is provided as an example only. The terms and conditions are subject to change.

14. PROPOSED SCHEDULE

The tentative timeline established by the City for its selection process is as follows. This timeline is subject to change by the City.

February 5, 2024	Issue Request for Proposals
February 21, 2024	2:00 p.m. Deadline for Questions
February 26, 2024	2:00 p.m. Proposal Submittal Deadline.
March 4, 2024	Committee finalizes review of proposals. The top candidate will be announced.
March 11, 2024	At this time, negotiations will be finalized.
March 12, 2024	City Council approval of contract with selected firm.
March 25, 2024	Project kick off.

(*Remainder of Page Intentionally Left Blank*)

PART II - TERMS AND CONDITIONS

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. City reserves the right to extend the date by which submittals are due. City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to reject any and all responses, in part or in whole, and to accept responses which, in its sole discretion and opinion, appear to be responsive.

1. DEFINITIONS

The City of Sedona herein after referred to as "City" as used in these RFP documents shall be construed as to include the City Council, all employees, officers, and agents of the City. The "Contractor/Firm/Proposer" is named as such in the RFP/contract documents and is referred to in generic terms as if the Contractor/Firm/Proposer were of singular number and masculine or feminine gender.

2. ADDENDA

Addenda issued prior to the RFP Deadline shall be included in the proposal and made part of the Contract. Any addenda issued during the time of proposing shall be posted to the City's website at https://www.sedonaaz.gov/business/doing-business/bids-and-rfps and a copy will be emailed to all known proposers. The Proposer shall be responsible for confirming they are in receipt of all addenda prior to submission of their proposal and shall acknowledge each addendum received on the Part III-A – Submittal Form.

3. DISQUALIFICATION OF PROPOSER

The City may refuse to consider proposals from Proposers believed to have participated in collusion. Proposers may only submit one (1) proposal in response to this RFP. If the City has reason to believe a proposer is interested in more than one (1) proposal for this RFP, the City may reject all proposals for the work in which the proposer is interested. A person, firm, or corporation that submitted a sub-proposal to a proposer, or that has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

4. MODIFICATIONS

Proposers shall not change or make additions to the RFP documents. Any such changes or additions may result in the City's rejection of the proposal as being non-responsive to this invitation to propose. Any exceptions a proposer takes to the Contract Documents shall be noted in Appendix A-1 – Exceptions to Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

5. AWARD OF PROPOSAL/CONTRACT

Award of proposal will be made to one (1) or more firms based on best value to the City, and compliance with all the requirements of this RFP. The City reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the City.

The Successful Proposer shall be required to enter into a written contract with the City for professional services in a form approved by legal counsel of the City. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the Successful

Proposer.

6. USE OF SUBCONTRACTORS

The Proposer's intent to use subcontractors to perform any portion of the work described in this RFP must be clearly stated in the Proposer's proposal. The Proposer's proposal must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors.

7. NON-DISCRIMINATION

The Contractor shall comply with State of Arizona Executive Order No. 2023-01 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

8. ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer before or by any court, governmental body or agency, or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

9. UNDUE INFLUENCE

By submitting a proposal, the Proposer declares and warrants that no undue influence or pressure is or has been used against or in connection with any officer or employee of the City in connection with award or terms of the Contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Proposer, or from any officer, employee, or agent of the Proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

10. PROTESTS AND APPEALS

The City of Sedona has not adopted and published procurement protest policies and procedures. The procurement policies and procedures of the Arizona State Department of Administration – State Procurement Office codified by rule apply in case of protest. Those rules are found in the Arizona Administrative Code, R2-7-A901 et seq.

11. PUBLIC RECORDS LAW

All proposals and supporting materials submitted in response to this solicitation, as well as correspondence relating to this RFP, shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Proposer believes that a specific section of its proposal is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its response. A Proposer may request specific information contained within its proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as "confidential" available to the

public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its proposal marked "confidential." The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

12. ERASURES, INCONSISTENT, OR ILLEGIBLE PROPOSALS

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the proposal in the margin immediately next to the correction. If the City determines that a proposal is unintelligible, inconsistent, or ambiguous, the City may reject the proposal as being non-responsive.

13. SALES TAX

The successful Proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

14. RESERVED RIGHTS

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdrawal the RFP at any time, at the City's sole discretion,
- Make an award under the RFP in whole or in part,
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
- Seek clarifications and revisions of proposals,
- Use proposal information obtained through site visits, management interviews, and the City's investigation of a proposer's qualifications, experience, ability, or financial standing, and any materials or information submitted by the proposer in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFP,
- Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
- Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
- Change any of the scheduled dates,
- Eliminate any mandatory, non-material specifications that cannot be complied with by all

of the prospective proposers,

- Waive any requirements that are not material,
- Negotiate with the successful proposer within the scope of the RFP in the best interest of the City,
- Conduct contract negotiations with the next responsible proposer, should the City be unsuccessful in negotiating with the selected proposer,
- Utilize any and all ideas submitted in the proposals received,
- Require, unless otherwise specified in the RFP, that every offer is firm and not revocable for a period of ninety (90) calendar days from the RFP Deadline,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the requirements of this RFP.
- Additionally, this RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All proposals become the property of the City. Except for the name of the firms, no information contained in the proposal shall be made public until after award and execution of a contract.

15. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Professional Services Agreement, collectively referred to as the Contract Documents. The failure of the Proposer to examine and become familiar with all of the Contract Documents shall in no way relieve the Proposer from any obligations of this RFP or Contract. No claim(s) will be allowed for additional compensation that is based on a lack of knowledge of any Contract Document.

16. DEFAULT

If the Successful Proposer fails to perform in accordance with the Contract Documents, the City may terminate the agreement, in whole or in part, in accordance with the Contract Documents.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or Services in the performance of this Contract. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by

Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

18. INSURANCE

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:
Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability
Bodily Injury by accident $1,000,000 each accident
Bodily Injury by disease $1,000,000 policy limit
Bodily Injury by disease $1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

19. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

20. TERM; TERMINATION.

A. Term. Once a contract is awarded, the unit prices offered by the successful respondent shall remain firm for the term of the contract. The contract shall commence on the date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate this Agreement for cause if CONTRACTOR fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

21. SIGNATURES

Signatures on all Contract Documents shall be original and in permanent ink in the name of the proposer and by a person authorized to sign the Contract Documents. Typewritten signatures will not be accepted and will deem a proposal as non-responsive.

22. RFP DOCUMENTS

At the time of issuance, the documents listed in the table of contents of this RFP document are all the original documents included herein. Any addenda shall be issued and posted separately and shall indicate the date of issuance and addendum number.

PART III - RFP DOCUMENTS

PART III - A - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

CURBSIDE YARD WASTE COLLECTION SERVICES

Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the respondent for ninety (90) calendar days from the date of actual opening of proposals. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Arborist Standards Treecare
Eco Green services LLC
Offeror (Entity Name)

4354 E western dr
PO box 1294
Street & Mailing Address

cottonwood AZ 86326
City, State and Zip

928 592 3477
Telephone No.

Arboriststandards@gmail.com
E-mail Address

Signature

Joshua Farrow
Print Name of Signator

owner
Title of Signator

928 592 8881
Mobile No.

2/26/24
Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 2/12/24
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

PART III – B - RESPONDENT'S EXPERIENCE STATEMENT

The respondent submits as a part of its proposal, the following information as to its experience and qualifications:

a. The respondent has been engaged in this business under its present business name for 9 years.

b. Experience in work of a nature similar in type and magnitude to that set forth in this RFP extends over a period of 10 years.

c. The respondent has satisfactorily completed all contracts awarded to it, except as follows: (name any and all exceptions and reasons therefore).

_____

_____

_____

_____

d. List all work completed within the last five (5) years of similar type and magnitude as set forth in this RFP. Please include a sheet with all contact information and details of the project on a separate sheet.

OWNER	YEAR	TYPE OF COMPLETED WORK	CONTRACT AMOUNT
Ryan Hayes	2022	Curbside yard waste	102,000
Shane Ray	2023	HOA tree maintenance	27,029.55
Carol Sprague - Newman	2024	Firewise/Trimming	4,500
Scott Wooley	2024	Tree maintenance	32,000
Bill Burke	2023	Tree trimming	46,000

I certify that the above information is true and correct to the best of my knowledge.

Signed this 26 (day of month) day of February (month) 2024 (year) at Cottonwood AZ (city, state)

NAME OF RESPONDENT: Joshua Fawrow

_____

(Signature and Title)

City of Sedona Financial Services
Mail: 106 Roadrunner Drive, Sedona, AZ 86336
Site: 221 Brewer Road, Sedona, AZ 86336

Phone: (928) 203-5060

PART III – C - PAST PERFORMANCE QUESTIONNAIRE
(SAMPLE LEAVE BLANK)

To:_____ Phone:_____
Email:_____

Subject: Past Performance Survey of: _____
Name of Company Being Surveyed

_____
Name of Key Personnel

The City of Sedona collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above is requesting reference for a past project they have completed. It would be greatly appreciated if you would take a few moments to complete the survey and return it to the City of Sedona.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name:_____ Date Completed:_____

Project Name:_____

No.	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm / individual again	(1-10)	
5	Leadership ability of personnel assigned to the project	(1-10)	
6	Ability to Communicate Effectively	(1-10)	

Thank you for your time and effort in assisting the City of Sedona in this important endeavor.
Please email the completed survey by 2:00 p.m. on February 29, 2024 to:
icoubrough@sedonaaz.gov

PART III – D - PERSONNEL & EQUIPMENT LIST

Management/Supervisory Personnel Servicing Contract

Name: Joshua Farrow

Experience providing similar services: owner and operator of Arborist Standards tree care since 2015, 13 years of tree service experience, Tree work, chipping servic and processing Tree debris.

Support Staff

How many supporting staff will be provided to fulfill contract requirements?

Four and a half.

Equipment List

Provide a listing of equipment that will be dedicated to this contract and indicate the condition of equipment.

3/4 ton 8 Foot Bed Pickup with a 16' Foot Dump trailer 2022 F750 high capacity chipper Box truck. 2012 vermeer BC1800 nigh capacity chipper low hours All vehicles and Equipmer are in good clean working condition. we also have additional chipper truck and two additional vermeer 1800 XL Chippe as backup in the event of any unforseen Break down ect. E50 excavator, vermeer MiniSkid Grapple, Skidstee with bush grapple.

PART III – E - SCOPE OF SERVICES

1. General

The City offers a city-wide curbside yard waste collection program for its approximately 10,000 residents twice per year. The program typically begins in early spring and runs for approximately eight weeks, annually. Last year, the City collected approximately 4,000 cubic yards of debris during the spring collection event. Yard waste includes, but is not necessarily limited to: brush, tree limbs not exceeding 8 inches in diameter and length of 8 feet, shrub trimmings, bagged leaves, and pine needles. The map included in Appendix A-2 displays the various zones which will require service.

2. Point of Collection

Yard waste will be placed curbside by residents in paper bags and piles no larger than 10 feet long, 4 feet wide, and 3 feet tall. Cactus trimmings, appliances, hazardous materials, garbage, mattresses, and other household waste are strictly prohibited by the City to be included in the program. Use of plastic bags to store or convey materials to Contractor is prohibited. Contractor shall refuse pick-up/service if any prohibited items are left for pick-up and shall note the address and why services were not provided. Contractor shall ensure that vehicles used to provide services are marked with the company name and that all equipment used to provide services is in safe, working order.

3. Scheduling & Service Area

The City's Project Manager will coordinate a schedule with the contractor for servicing residents using the zones indicated on the map. It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the work covered in this RFP.

All work performed will require inspection by the City of Sedona. The City reserves the right to request supporting documentation for billed amounts. A "workday" shall be considered when services is provided between the hours of 7:00 a.m. to 6:00 p.m. Monday through Thursday. Friday work may be approved, upon request, by the Project Manager. Work shall not be scheduled for any holidays recognized by the City of Sedona. Recognized holidays can be found on the City's website at https://www.sedonaaz.gov/your-government/departments/city-hall-hours-and-staff-directory/city-hall-holidays. Contractor shall complete all services by May 17, 2024.

4. Drop-Off Site

Once the debris has been collected and processed, debris shall be brought to and unloaded at the drop-off site located at the Sedona Wastewater Treatment Plant, 7700 W State Route 89A, Sedona, AZ, 86336.

As an alternate bid item, contractor shall provide pricing for hauling all debris to the Wastewater site without mulching.

As an additional alternate bid item, contractor shall provide pricing for hauling and disposal of all debris to a waste disposal facility permitted to accept organic yard waste.

5. Additional Requirements

Contractor shall Comply with COS City Code. Specifically, Sections 12 and 13, pertaining to street and utility work. Contractor shall be aware that construction projects may be occurring sand work by others may need to be accommodated. Contractor shall be responsible for all project safety, safety materials, and safety equipment, to protect the City of Sedona, the general public, the contractor and its employees.

6. Payment

The City shall make payment to Contractor based on the Workday rate submitted in Part III-F. This rate includes one (1) hauling vehicle, one (1) crew of employees (as indicated in Part III-D), and one (1) chipper/mulcher. City shall not be responsible for payment for downtime or any other periods of time Contractor is not directly providing services to the City such as mobilization, etc. The rate provided in Part III-F shall be all inclusive of all overhead, profit, etc. Invoices shall be submitted for approval every two weeks and include the total number of workdays Contractor was actively servicing the project for the two weeks prior. Should, in the sole opinion of the City and/or its Project Manager, there be a need to increase the Contractor's presence on the project, the City may request an additional crew/s and shall compensate the Contractor for each crew at the same rate indicated in Part III-F.

(Remainder of Page Intentionally Left Blank)

PART III – F - COST PROPOSAL

DESCRIPTION (JOB SCOPE)	QTY	UNIT	UNIT PRICE	TOTAL BASE BID
City wide curbside yard waste collection. Yard Waste includes brush, tree limbs, shrub trimmings, bagged leaves, and pine needles from each resident city-wide. Including mulching or chipping all debris.	32	Per Crew, per Workday	$ 3,582	$ 114,624
BID ALTERNATES				**TOTAL ALTERNATE BID**
Collection and hauling of all debris to disposal site without mulching or chipping.	32	Per Crew, per Workday	$ 3,000	$ 96,000
Collection and hauling of all debris to off-site (non-City) disposal site, including hauling and disposal costs.	32	Per Crew, per Workday, including disposal costs	$ 4,500	$ 144,000

APPENDIX A-1 - EXCEPTIONS TO CONTRACT DOCUMENTS

CURBSIDE YARD WASTE COLLECTION SERVICES
RFP No. 24-005

Legal Name of Proposer/Firm: Arborist Standards Tree care

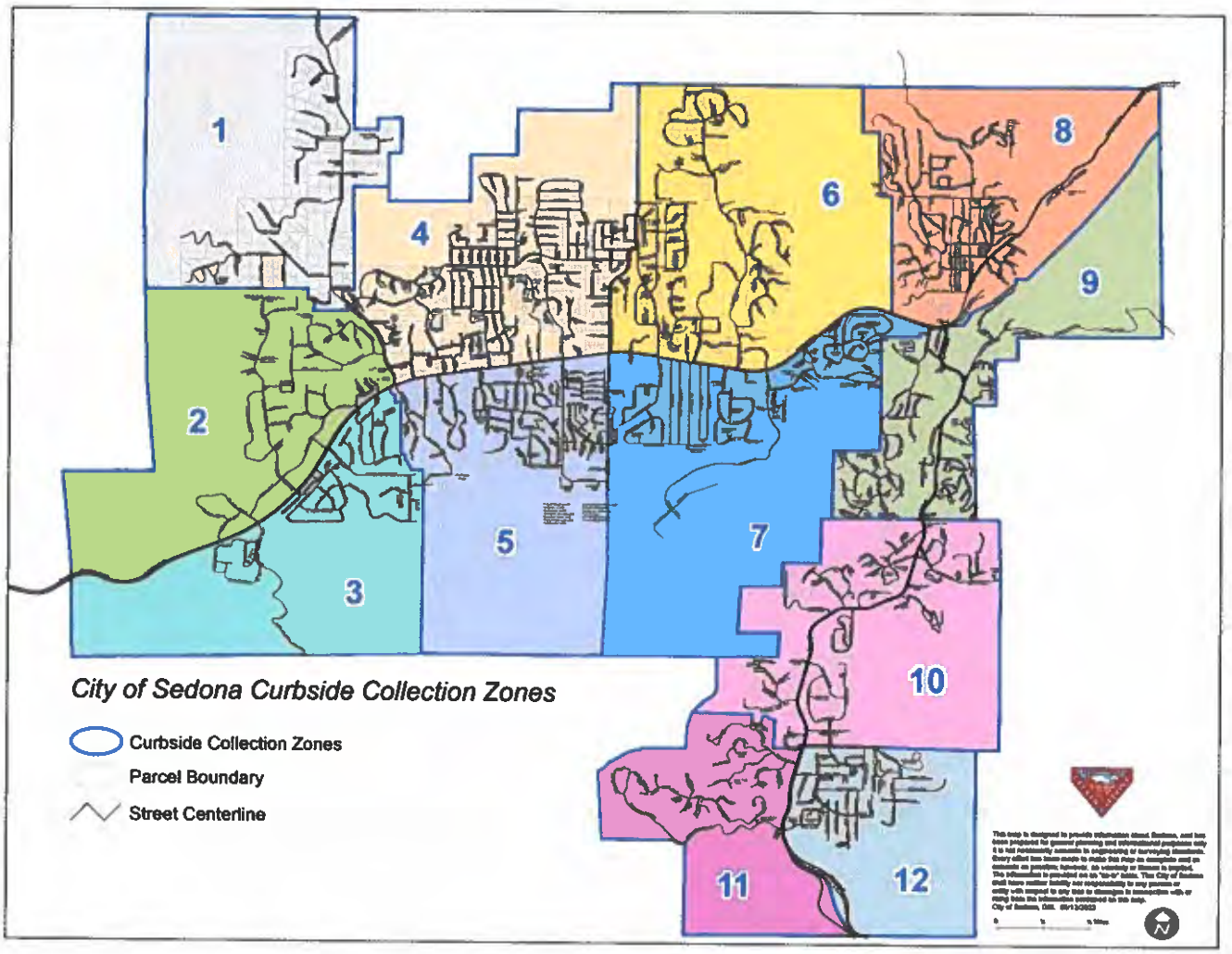
List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. If there are no exceptions, please state "NONE."

Exceptions:

If additional space is needed, include additional copies of this page.

APPENDIX A-2 - COLLECTION SITE MAP

CURBSIDE YARD WASTE COLLECTION SERVICES
RFP No. 24-005



References

Ryan Hayes (City Of Sedona)
rhayes@sedonaaz.gov
(928)451-1257

James Crowley (City Of Sedona)
jcrowley@sedonaaz.gov
(928)300-9855

Larry Farhart (City Of Sedona)
LFarhat@sedonaaz.gov
(928) 821-0857

Shane Ray (HOAMCO)
sray@hoamco.com
(928)282-4479 x 1202

Carol Sprague-Newman
artistcjs@gmail.com
(928) 282-5466

Scott Wooley
Scott_Wooley@equitylifestyle.com
(928)830-5226

Bill Burke
31burkebill@gmail.com
(480)250-2180

CITY COUNCIL AGENDA BILL

AB 2719
March 12, 2024
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Presentation/public hearing/discussion/possible direction regarding the draft Community Plan and adoption of the Community Plan 2023.

Department	Community Development
Time to Present	5 Minutes
Total Time for Item	55 Minutes
Other Council Meetings	10/24/23, 1/18/23, 6/28/22, 2/8/22, 10/12/21, 2/28/24
Exhibits	Exh. A - March 5, 2024 Draft #4 Community Plan Exh. B - Future Land Use Map

Finance Approval	Reviewed 3/1/24 CRW			
City Attorney Approval	Reviewed 3/04/24 KWC		**Expenditure Required**	
			$	0
City Manager's Recommendation	For presentation, discussion and possible direction only.		**Amount Budgeted**	
			$	0
			Account No. (Description)	N/A

SUMMARY STATEMENT

The planning process to update the Community Plan is in the final phase with a goal of completion at the March 12, 2024, City Council public hearing. The meeting presentation will include a review of the Planning and Zoning Commission's recommendation which may include revisions to the February Draft Plan.

1. December 1, 2023:
   The December Draft Plan is made available to the public.
2. December 2023 – January 2024:
   The 60-day review period as required by the State of Arizona. This is the review phase that includes public outreach (on-line and in-person), stakeholder agency reviews, Planning and Zoning Commission work sessions, and potentially a City Council work session.
3. February 20, 2024:
   The Planning and Zoning Commission public hearing on the February Draft Plan which resulted in a recommendation for adoption of the Draft to City Council.
4. March 12, 2024: PUBLIC HEARING
   The City Council public hearing will be March 12, 2024, with a possible continuance to March 13, 2024.
5. Adoption of the Plan is tentatively planned for March 26, 2024.

Background:

The Sedona Community Plan is the City's long-range, general land use plan required by state law (§9-461.05), which also requires general plans to be re-adopted or updated every 10 years. The plan must consist of a statement of community goals, development policies, and at a minimum: a land use and circulation element. Sedona's Community Plan also includes elements (chapters) for: Community, Housing, Economy and Tourism, Environment, and Sustainability and Resiliency.

Note: The Future Land Use Map has not changed from Draft 1 to the 2nd Community Plan Draft.

Community Outreach:

Please go to www.plansedona.com for details.

Work session Purpose:

City Council can review and discuss the Draft Plan and ask questions of staff.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Although not applicable for this meeting, the update of the Community Plan will address sustainability.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

To be determined February 20, 2025

Alternative(s): N/A

MOTION

I move to: For presentation, discussion and possible direction only.

Sedona Community Plan

DRAFT #4

City Council

Public Hearing

March 12, 2024

March 5, 2024 Draft

City of Sedona
Community Development

www.plansedona.com

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TBD Add acknowledgments page
Add page numbers to TOC (i, ii...)

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1. Introduction

Chapter Contents:

- Overview
- Community Profile
- Key Issues
- Traffic
- Housing
- Tourism
- Recreation Management
- Short-term Rentals
- Regional Planning

Overview

WHAT IS THE COMMUNITY PLAN?

Sedona's Community Plan is the City's "general plan" required by the State of Arizona (A.R.S. §9-461.05). It is intended to convey the community's shared vision, values, and priorities to all residents, property owners, businesses, developers, and City staff. It is a decision-making guide for City Council and the Planning and Zoning Commission, and serves as a tool for the evaluation and design of future projects and programs, whether proposed by the City or private developers.

The Community Plan is not regulatory, and does not include the following:

- It is not a City capital improvements plan or maintenance and operations plan.
- It is not a City budget or commitment for expenditures of public funds.
- It is not a city code, land development code, zoning, or ordinance.

However, these are all expected to align with the Plan, and are key implementation tools for bringing the community's vision and goals to reality.

HOW WAS THE PLAN DEVELOPED?

General plans must be updated every ten years and the previous plan was completed in 2013. Although updated every ten years, there is no end date but a recognition of changing circumstances. This Plan is built on the 2013 Plan, and is based on input from residents, stakeholders, partner agencies and organizations, and City staff. The input was gathered during a two-year community engagement process that had two primary goals: Listening and Learning. City staff listened to resident's concerns, answered questions, and relayed the Plan's purpose, authority, and scope. The outcome of this process is a plan that is intended to reflect the community's values, and address the priority issues and priorities over the next ten years.

Did You Know?

- The City of Sedona was incorporated in 1988
- The City straddles Coconino and Yavapai counties
- The total land area within the City limits is 11,755 acres
- 49% of land within City limits is National Forest
- 82% of the land in the City is developed (excluding National Forest)
- There is no City property tax
- The retail sales tax rate in 2023 was 9.85% in Yavapai County and 10.40% in Coconino County, both of which include a 3.5% City retail tax

COMPONENTS OF THE PLAN

Vision, Values, and Guiding Principles

The vision statement describes how the community sees itself in the future. The core values represent our shared ideals, and guiding principles represent our expectations. These are all intended to guide decisions, ultimately leading towards a future that is representative of the community's values and principles.

Goals

Goal statements are the desired outcomes that lead towards realizing the community vision. Goals are on the first page of each chapter.

Strategies

Strategies are intended to guide future decision making in order to accomplish the Plan's vision and goals. Following each strategy, is a brief explanation or example is provided.

- **Strategy 1.1** Each Strategy is labeled "chapter number . Strategy number"

Actions

Action items are specific tasks to be accomplished. They may address multiple policies, and can include projects, programs, or plans. Actions are listed at the end of each chapter.

Future Land Use Map

Located in the Land Use chapter, the Future Land Use Map designates preferred future land uses for properties. It is an important tool in implementing the Plan and guiding future development and redevelopment.

Tips for Using the Plan

"City" vs "city"

In this document, "City" refers to the City of Sedona governmental agency. A lower-case "city" is referring to the geographical area or general community.

Ranking

The order of items in a list does not necessarily indicate priority.

What is Planning?

"The goal of planning is to maximize the health, safety, and economic well-being of residents in ways that reflect the unique needs, desires, and culture of those who live and work within the community".

"Planners take a broad viewpoint and look at how the pieces of a community — buildings, roads, and parks — fit together like pieces of a puzzle... imagine what can and should happen to a community: how it should grow and change, and what it should offer residents 10, 15, or even 20 years into the future".

- American Planning Association planning.org

Community Profile

The City of Sedona's 2022 year-round population was 9,844, whereas there is an estimated 3 million visitors annually*. Sedona's population has been declining since 2000 (Figure 1.1). On the other hand, the surrounding Verde Valley region saw an 18.5% population growth during the same period (Figure 1.2).

* Population: City of Sedona estimate based on the 2020 U.S. Census Bureau
Visitors: City of Sedona Tourism Program

SEDONA POPULATION GROWTH

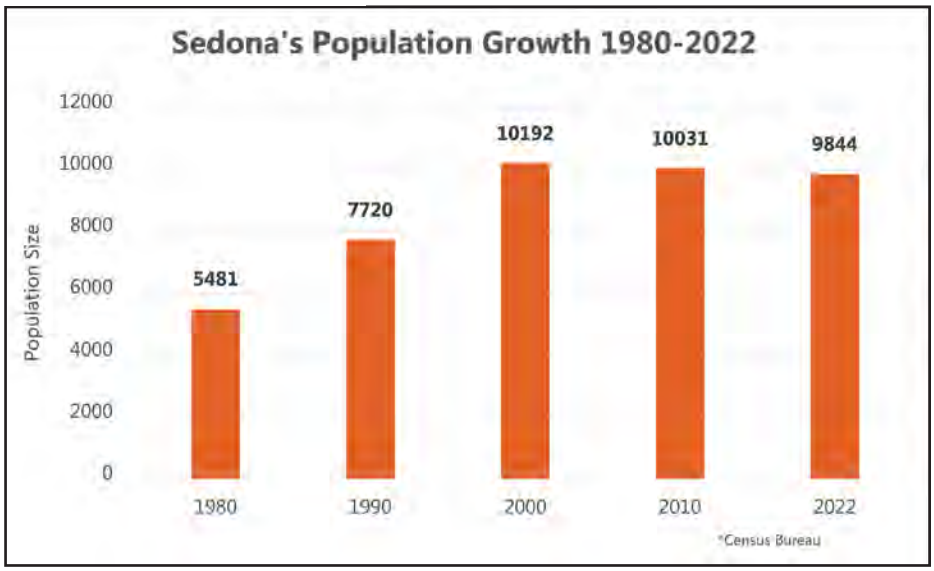


Figure 1.1. Sedona population growth from 1980-2022. Source: U.S. Census Bureau

VERDE VALLEY POPULATION GROWTH

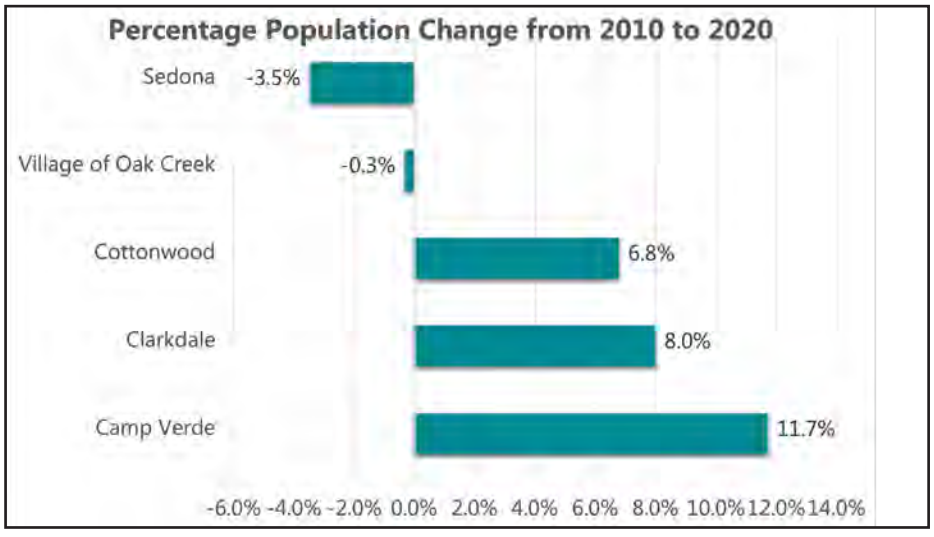


Figure 1.2. Verde Valley regional growth from 2010-2020. Source: U.S. Census Bureau

SEDONA'S YEAR-ROUND RESIDENTS AND AGE OF RESIDENTS OVER TIME

Sedona's year-round residential occupancy declined since 2000, from 86.7% to 74.9% in 2020. That is 4,997 out of 6,671 total housing units in 2020. Meanwhile, the median age of Sedona residents has been steadily increasing since 2000, reaching 58.5 in 2021, while Arizona's median age is 38.6.



Figure 1.3 . Year-round occupancy from 1990-2020. Source: U.S. Census Bureau

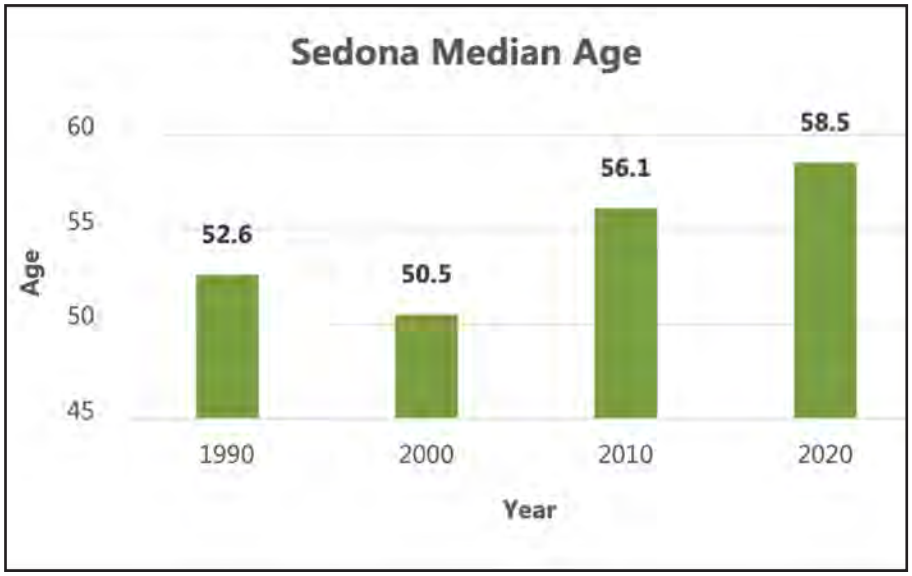


Figure 1.4. Median Age of Residents 1990-2020. Source: U.S. Census Bureau

LAND DEVELOPMENT

Despite the concerns voiced by many residents about growth, development has been relatively modest. There is also a significant limit to Sedona's growth - the amount of land and public land boundaries. The city was 82% built-out in 2022. Many of the vacant lots on the map below are undeveloped for a reason, as many have challenges and high costs associated with building (steep cliffs, floodplains, difficult to access, etc.).

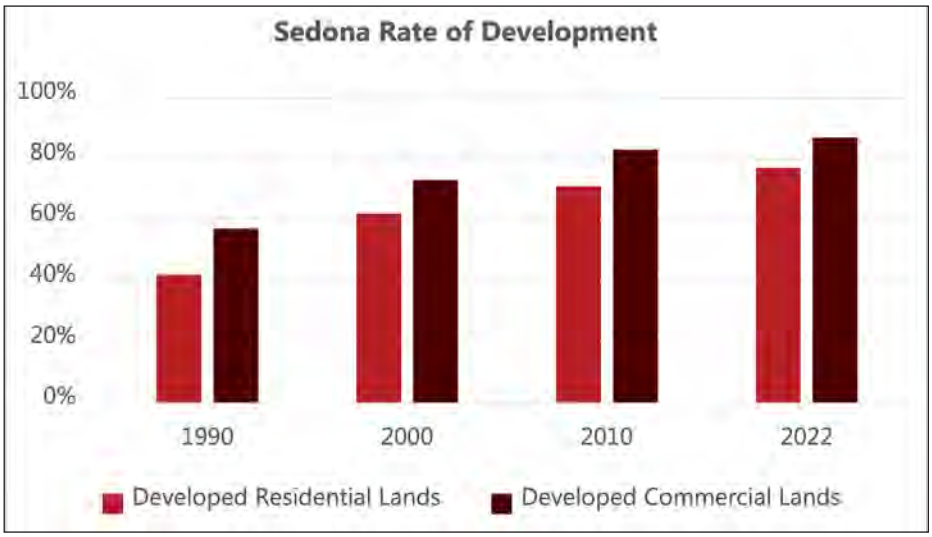


Figure 1.5. Rate of development acreage in Sedona from 1990-2022. Source: U.S. Census Bureau

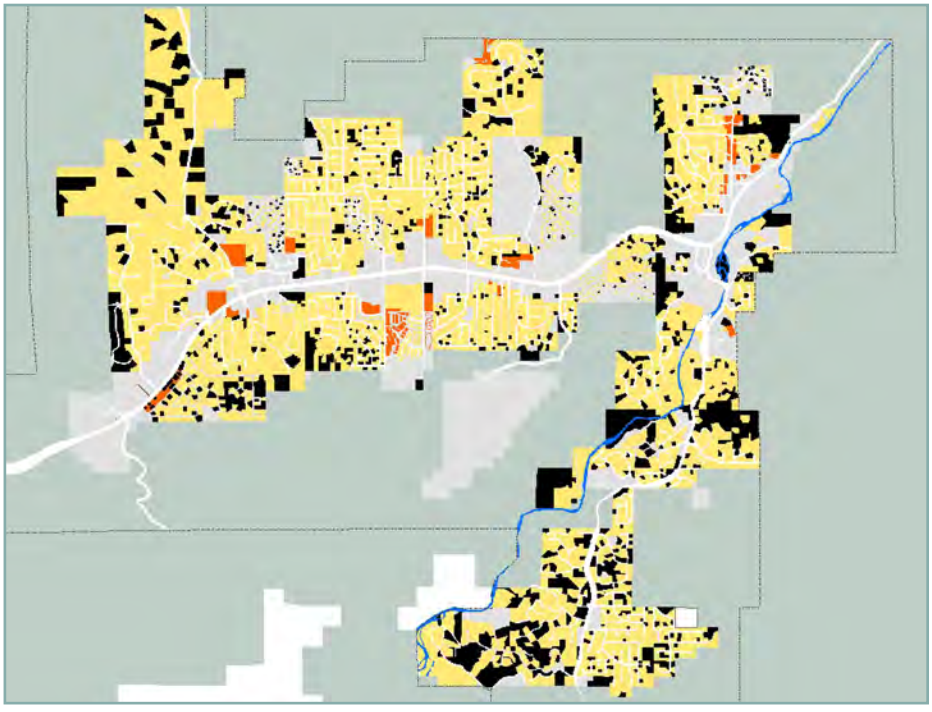


Figure 1.6.
- Vacant residential shown in black,
- built multi-family residential in orange, and
- built single-family residential in yellow
Source: City of Sedona GIS

Key Issues

This is a summary of the key issues of concern raised by the community during the Plan's public outreach in 2022 and 2023. At the beginning of each element of the Plan is a list of key issues relevant to that chapter. The following is an overview of what the public considered key issues for the next 10 years. Most of these are cross-cutting topics that are intertwined, and influence many aspects of the community.

One major influence that must be recognized is the COVID-19 Pandemic of 2020. It influenced the economy, tourism industry, housing, and a sense of community.
Sedona became a magnet for people seeking outdoor recreation during the pandemic. There was an increase in campers and RVs, short-term vacation rentals, crowded trailheads, and impacts on the environment. There was also an influx of people moving to Sedona, either permanently or temporary, enabled by opportunities for telecommuting and remote work.

KEY ISSUE - TRAFFIC

Traffic as a key issue of concern to Sedona residents has been a constant since incorporation. It was a high priority in the 2013 Community Plan which has resulted in numerous projects from several plans: Transportation Master Plan, Transit Implementation Plan, GO! Sedona Pathways Plan. The City's capital improvement plan for transportation projects is known as Sedona in Motion.

KEY ISSUE - HOUSING

Similar to traffic, housing has been an issue for years. It has become a more critical issue as the amount of buildable land in Sedona decreases, the cost of land increases, and the cost of building continues to go up. Other Verde Valley cities like Cottonwood, Clarkdale, and Camp Verde are experiencing many of the same issues, so commuting into Sedona is not necessarily the answer for people working in Sedona. Sedona has always been a community of single-family homes with very few apartments, condos, or townhomes. Starting out with such a deficit of these types of housing makes it far more challenging to provide the housing needed now and in the future.

KEY ISSUE - TOURISM

Traditionally, physical visitor centers have been the go-to place for tourists to get information about where to go and what to see. Today most people turn to social media, such as Instagram, to find out where to go, the "must-see" selfie spots, top ten sites and scenic hotspots. This is essentially unintentional and unmanaged marketing and advertising; it may not include helpful or educational information (parking availability, responsible recreation practices).

See Economy and Tourism chapter and Environment and Sustainability chapter

Unfortunately, these scenic hotspots cannot handle the influx of traffic, parking, waste, litter, and foot/bike traffic. Adding to the impacts, quite a few sites in Sedona are sensitive areas (including cultural resources like petroglyphs) that do not have designated trails, signs, and, in some cases, parking. As such, social media's influence may lead to environmental damage, graffiti, litter, and an increase in search and rescue for lost or injured hikers.

What is "overtourism"?

The United Nations World Tourism Organization has defined overtourism as "the impact of tourism on a destination, or parts thereof, that excessively influences perceived quality of life of citizens and/or quality of visitors experiences in a negative way."

KEY ISSUE - RECREATION MANAGEMENT

See Environment & Sustainability chapter

Outdoor recreation is the number one activity for visitors to Sedona, and can include short walks for the scenic views, longer hikes, mountain biking, off-highway vehicles (OHVs) or horseback riding. It is also one reason many people live in Sedona, for the proximity to the stunning landscape and world-class trail system.

The experience for both residents and visitors has been affected by the increasing number of people on the trails and at scenic viewpoints. The volume of people and cars is also overwhelming trailheads and parking areas, especially during peak days and busy seasons. Unfortunately, the natural environment is being adversely affected by Sedona's popularity. It may be unintentional when there are too many visitors for the space, whether it is a trail, scenic spot, or trailhead. The impacts can also be attributed to a lack of awareness or knowledge of outdoor ethics. Then there are the impacts resulting from those that have a lack of respect for other people, plants, and animals. Efforts are underway to better address these issues, however far more can be done to mitigate further impacts to the natural environment, neighborhoods, and other trail users.

What are Outdoor Ethics?

"Outdoor ethics is based on the idea that we are all stewards of the environment and should provide careful and responsible management of our great outdoors so that this generation and those to come can enjoy it". - U.S. Forest Service

Off-Highway Vehicles (OHVs)

Off-highway vehicles (OHVs) is a key issue for many residents, as OHV rental businesses have grown and the popularity of individually owned OHVs has been rising. Resident concerns with OHVs includes the noise and traffic as they pass through neighborhoods to access the National Forest. Once on the Forest, driving off roads and over previously undisturbed areas, as well as dust, noise and traffic are of grave concern to everyone. The greatest challenge to managing OHVs is that in Arizona and on the National Forest, it is legal to drive them on streets and Forest roads. Establishing more restrictive regulations will need to happen at the state and federal level. Meanwhile, collaborative stakeholder working groups are working towards improved management to mitigate the impact of OHVs on City streets and the National Forest.

Recreate Responsibly

"In May of 2020, just a few months into the COVID-19 pandemic and weeks after most of the United States and world were under "shelter-in-place" mandates, people were craving outdoor experiences. Many public lands and natural spaces' facilities were closed, but remained accessible and people were heading outside during an unprecedented and unpredictable time. Representatives...convened outdoor industry, conservation, and land management experts to address concerns and opportunities that accompanied increased visitation to natural spaces and the Recreate Responsibly Coalition and Campaign was born".

- recreateresponsibly.org

KEY ISSUE - SHORT-TERM RENTALS (STR)

The short-term rental of single-family houses became legal in Sedona in 2017 after the State of Arizona passed a law prohibiting cities from banning STRs (A.R.S. §9-500.39, often referred to as Senate Bill 1350). Prior to this (1995-2016), the City of Sedona did not allow rentals of single-family homes for less than 30 days. By 2023 there were 1,140 identified STRs in the city, which makes up 16.8% of Sedona's housing.

Arizona state law preempts local control, so the City cannot simply prohibit STRs as it has done in the past. However, there are specific actions the City can legally take:

- Protect the public's health and safety
- Adopt and enforce nuisance ordinances
- Require the owner to provide an emergency contact
- Limit/prohibit STR use for sex offenders or adult-oriented businesses
- Prohibit STRs from having events that would require a permit at a typical single-family residential property including weddings, receptions, parties, retreats, workshops, and large religious gatherings

The fact that 16.8% of Sedona's housing stock is now STR (as of October 2023) has resulted in a variety of community issues, including the following:

Real Estate Impacts

- Less long-term rental properties for residents
- Residents moving outside of Sedona
- Removal of existing long-term rental residents to make way for STRs
- Increased cost of housing
- Investors out-competing "home" buyers
- Houses and guest houses being built with the intention of being short-term rentals (example: houses with 5 rooms/5 bathrooms)

Neighborhood Impacts

- Loss of a sense of community
- Loss of neighborhood feel

Advantages

- Homeowners have an opportunity to make money
- Increased property values
- Economic ripple effect - jobs for property managers, home cleaning services, home renovation and repair services

CITY SHORT-TERM RENTAL PROGRAM

In 2022 cities were given the ability to require permits and regulate STR with limits. In 2023 there were 1,094 permitted STR with 95% compliance.

- New staff position "Short-term Rental Specialist"
- STR 24/7 Hotline
- STR Online Incident Report Form
- Rent Local Program: City pays STR owners within City limits to rent to a local worker for at least one year
- Deed Restriction Program: Homeowner may place a voluntary deed restriction on their property preventing its use as a STR
- Legislative Changes: Active in proposing bills to the legislature to return some local control to municipalities
- Publish and maintain a list of all permitted STRs with their emergency contact information on the City website
- Apply enforcement action to all STRs with code violations to ensure issues are addressed

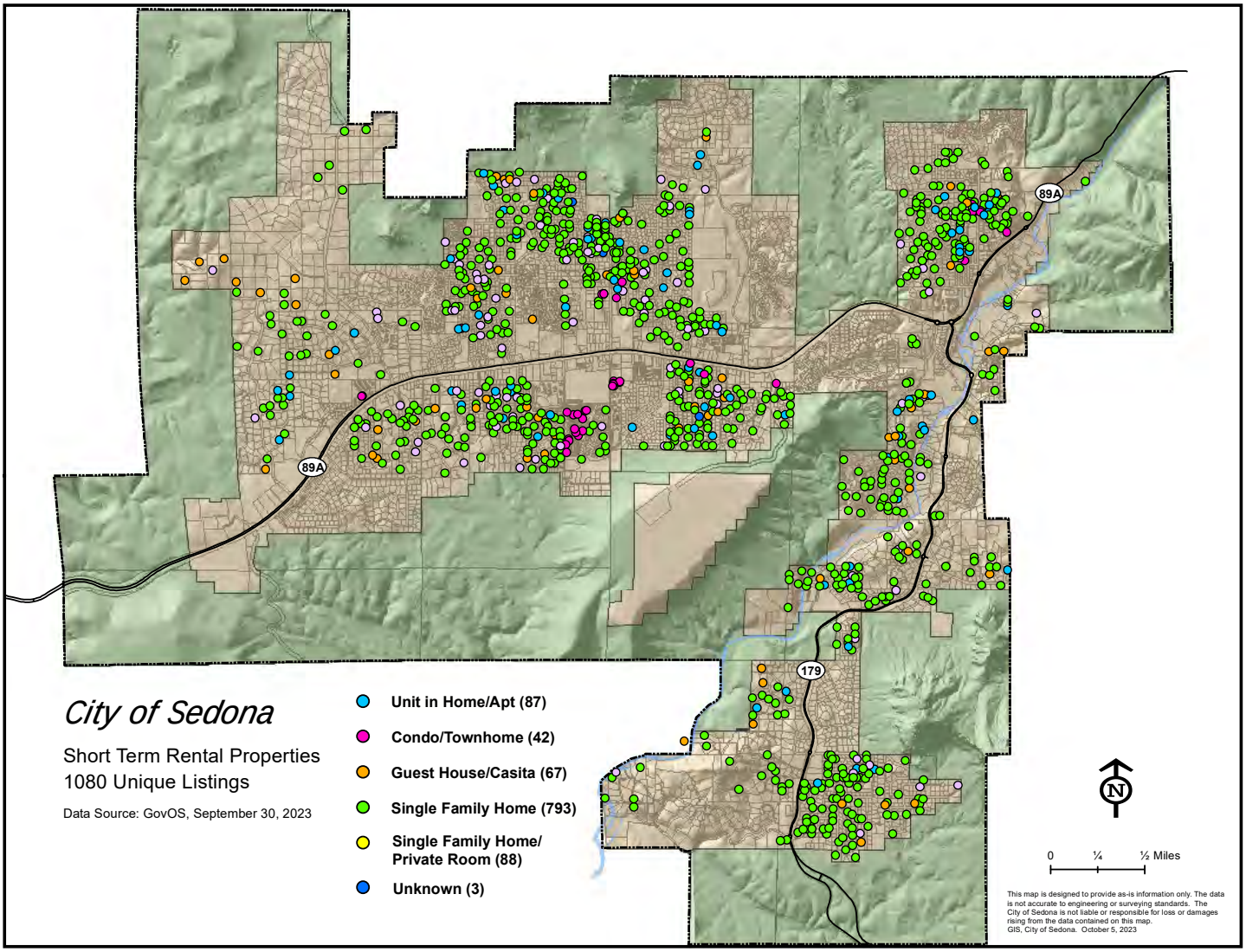


Figure 1.7. Map of Short Term Rental Properties, Source: GOVOS 9/30/23

Requirements of the City's STR Permit Program

- $200 annual permit
- Emergency contact who can respond to complaints quickly
- Written notice to neighbors and post notice on the property
- Property/liability insurance
- Background checks on all guests booking (done by STR operator)

What can be used as a STR?

- Single-family houses
- 1 to 4 unit houses (duplexes, etc.)
- Apartments with less than 5 units
- Condominiums, townhouses, cooperatives
- Individual rooms within any of above
- Guest houses, casitas, mother-in-law quarters

What cannot be used as a STR?

- Structures not approved as a dwelling unit (garage, shed, etc.)
- Unsafe structures that do not meet Building Codes
- Apartments with 5 or more units
- Recreational Vehicles (RV's)
- Temporary structures (tents, yurts)

KEY ISSUE - REGIONAL PLANNING

Although Sedona's year-round population has been in decline, the surrounding Verde Valley region has experienced significant growth. In the late 1990s and early 2000's, jurisdictions in the Verde Valley realized that the region's growth issues are shared by all and cannot be addressed if each community operates in a vacuum. There are a variety of shared regional issues such as housing, healthcare, and economic development that call for a long-term partnership approach.

2. Vision

Chapter Contents:

- Core Values
- Guiding Principles
  - Protect and honor our environment and heritage
  - Strengthen community livability and connections
  - Support regional economic diversity, local businesses, and responsible tourism

Vision Statement for 2033

Sedona is a diverse, livable, and vibrant community that nurtures connections between people and place, celebrates the arts, encourages healthy and active lifestyles, and places priority on the protection of the environment.

Core Values

Core values are the community's shared ideals that inform our guiding principles, thus influencing all aspects of the Plan's recommendations. These core values are taken from all of the public input in 2022 and 2023, and align with previous Community Plan values.

Many things go into making a community, and together they all must be balanced. To help create that balance, our vision, core values, and guiding principles should be applied to all of our actions as we move forward into the future.

Livable & Vibrant Community

- A strong sense of community is our expectation of living in a small town. We value a sense of belonging and knowing that we matter to each other. Living in and caring for Sedona's peace, beauty, and nature is a bond that residents share.
- It is important to us that Sedona is a welcoming place for families, with sufficient housing, a thriving economy, and access to services necessary for a healthy and sustainable community.
- We utilize forward thinking land use policies and guidance to ensure the long term sustainability and protection of Sedona's resources.
- We appreciate the benefits brought by sustainable tourism and encourage visitors to respect Sedona's natural environment, heritage, and our community.
- Visual and performing arts are essential to community character and a sense of community, as well as the local economy and tourist appeal.
- We encourage the responsible use and sustainable management of our City Parks and open space.

Environmental Protection

- We are privileged to live in a place of outstanding and unique beauty. We recognize the need to be constantly vigilant over the preservation of the natural landscape and wildlife. This includes caring for the land when it is threatened by overuse, development, or natural hazards.
- Now more than ever we also see the need to educate visitors about best recreation practices and continue to balance recreational tourism with resource protection and management.
- As a community, we have a great responsibility to demonstrate and support the responsible visitation and management of one of the most beautiful places on earth.
- All of our community actions and decisions must be weighed against the preservation of the beauty of Sedona.
- With that in mind we must, during the next decade, continue to maintain a community that is responsibly integrated into this beautiful environment.

Guiding Principles

- ***Honor and protect our environment and heritage.***
- ***Strengthen community livability and connections.***
- ***Support regional economic diversity, local businesses, and responsible tourism.***

Our community's Guiding Principles are born from our Core Values; they are intended to set the standard for our community interactions with each other, our surroundings and with those who are guests of our community.

These guiding principles are intended to provide direction in all aspects of the Community Plan – goals, strategies, and action items. They should also apply to the design of any city capital improvement projects as well as private development projects.

The Plan's recommendations will reflect and strengthen these core values, leading us toward our shared vision of Sedona. Each of the guiding principles are described on the following pages, featuring quotes received from the public during our community outreach efforts.

"As a lifelong resident of Sedona who is married to a lifelong resident and now raising two children (all of our parents still live here as well), I want to see Sedona retain the feel of community that has kept our family here for nearly 40 years. We want to see the families who move here stay because Sedona is so great instead of moving away after a few years because of limited economic and housing opportunities."

-Public Comment

Guiding Principle: Environment

Honor and protect our environment and heritage

- ***We respect and protect the natural environment.***
- ***We ensure that the built environment is in harmony with the natural environment.***
- ***We incorporate sustainability and resiliency practices into all of our actions.***

What this means in 2033 …

Environment

- Protection of the environment is a high priority in all decision-making.
- Development is designed to limit impacts on the natural landscape, especially riparian habitat, drainages, steep slopes and viewsheds.
  - Development projects such as new houses, businesses, parks, and streets are landscaped with low water use, native plants that blend into the natural landscape.
  - Buildings are designed to maximize energy efficiency technologies and minimize their impact on the land.
- Water is a precious resource that is conserved to ensure future availability, and managed or reused to sustain habitat and replenish groundwater.
- Oak Creek is a green corridor with clean flowing water supporting an ecosystem of endemic plants, fish, birds, and other wildlife.
- Natural areas are protected from the impacts of vehicles, people, noise, and pollution.
- There are educational and directional signs and maps, and physical barriers to protect the land, as well as monitoring and restoration of public lands.

Sustainability and Resiliency

- The City of Sedona, partner agencies, and residents are prepared for natural disasters and climate change impacts.
- Communications are in English and Spanish, and readily available to residents, businesses, and visitors.
- There is access to clean energy and Sedona has reduced its dependence on fossil-fuels.
- There is increased awareness of the environmental impacts of consumption.
- Historic and prehistoric sites are recognized, preserved and celebrated.

"Sedona is about the rocks ... how to view them, enjoy them, walk, bike and run on them, preserve their adjoining forests and streams and do whatever we possibly can to protect them for future visitors and residents."
- Public Comment

Guiding Principle: Community

Strengthen community livability and connections

- ***We come together to share experiences, help others, improve our community, enjoy the arts, and celebrate our heritage.***
- ***We travel safely and efficiently throughout Sedona, with options to drive, walk, bike or ride the bus.***
- ***Our community of residents, employees, and visitors enjoy these convenient alternatives to driving.***
- ***Our community has a variety of housing options for all ages and income levels, and rental housing is stable and secure.***

What this means in 2033...

Sense of Community

- Sedona is a friendly, welcoming, and neighborly community, and will collaborate with and support each other.
- Parks, plazas, cafes, festivals, and markets are dynamic places where people gather and socialize.
- There is a diversity of people interacting with each other - whether by age or background, resident, or visitor.
- Sedona is a community of active and productive volunteers.
- Sedona has a variety of educational opportunities for learning and interaction.
- Local culture is celebrated through the arts and events.
- Sedona has a unique and distinctive image and identity.

Housing Diversity

- There is an increase in housing options of all types, sizes, and cost.
- More diverse housing options attract more young people, families, and professionals to become a vital part of our community life.
- Diverse housing options exist for all types of residents (e.g., business owners, retirees, families, essential workers).
- New housing development complements existing structures and city character.
- Residents feel secure in the longevity of their living situation and feel confident advocating for themselves and their neighbors.

Mobility

- There are a variety of environmentally responsible transportation choices for employees, residents, and tourists.
- There are transit services with convenient and accessible parking areas throughout the City.
- There are more sidewalks, paths and trails that lead to activity centers, parks, trailheads, and popular destinations.
- Walking and biking is safe, convenient, appealing, and comfortable for residents and tourists to make the choice to drive less.
- There are protected bicycle paths and electric charging stations to facilitate safe, secure, and convenient travel by bicycle.
- There are fewer cars on the road; traffic moves well, with the exception of peak visitation.

> *"Support young families who want to live here, drive an economy that encourages jobs and affordable housing, enhance healthcare for younger families."*
>
> *- Public Comment*

Guiding Principle: Economy and Tourism

Support regional economic diversity, local businesses, and responsible tourism

- ***Our community proactively manages tourism.***
- ***We share with visitors how to respect and care for our red rock landscape and neighborhoods.***
- ***We participate in a regional economy and we support our local businesses that practice respect for the environment, and enhance our community's quality of life.***

What this means in 2033…

Economy

- Collaborative partnerships support a diverse regional economy to ensure the availability of essential resources, including quality healthcare.
- Economic Strategy supports emerging business and employment opportunities.
- Businesses are innovative, creative, and conscientious regarding goods and services, marketing, best practices, and teach everyone to respect our community and environment.
- Sedona has a thriving arts community.

Tourism

- Community members enjoy a high quality of life and the benefits brought by tourism.
- Visitors learn and practice respect for our community and our fragile and beautiful natural environment.
- Tourism fluctuates seasonally, however with the support of the local community as well as visitors, local businesses can prosper year-round.
- Sedona visitors are encouraged to stay for extended visits and support quality business practices.


PLAN
your
SEDONA

3. Community

Chapter Contents:

- Overview
- Recommended Strategies
  - Community Partnerships
  - Parks and Public Places
  - Recreation and Events
  - Arts & Culture
- Community Actions

Community Goal

Build a strong sense of community and culture.

Overview

COMMUNITY KEY ISSUES

- The loss in population, including families with children
- The increasing number of vacation rentals in neighborhoods
  - Less people/families living in homes
  - Impacts the city's sense of community
- Community concerns that there are:
  - Not enough opportunities for social interaction
  - Not enough activities for youth or support for families
  - Diverse but disconnected communities and neighborhoods
  - No central gathering place(s)
  - The impression of many residents that Sedona is being overwhelmed by the amount of tourists and the impacts of tourism

SYNOPSIS 2013 - 2023

- City Parks and Recreation
  - Ranger Station Park Master Plan and construction (to be complete in 2024)
  - Posse Grounds City Park
    - Barbara Antonsen Memorial Pavilion
    - Bike Skills Park
    - Dog park renovations
    - Parking lot for the trailhead shuttle
    - Connector pathway from parking lot
    - Disc golf course and rebuilt bocce court
    - The Hub building becomes City Parks and Recreation facility
  - Sunset Park
    - Shared-use path connector
    - Shade structures and new playground equipment
- Development of the Citizen Engagement Program
- Established an Arts and Culture Program

Community Partnerships

▶ Strategy 3.1 - Facilitate connections between residents, local organizations, schools, and businesses to build a stronger sense of community.

Residents have expressed concern about Sedona losing its sense of community, and have looked to the City to build community. The City's role has been to provide funding for select organizations, however it can also happen by simply providing an online directory connecting residents to local organizations (see below). As the list below shows, there are a lot of community organizations in Sedona and the Verde Valley, and some have struggled since the Pandemic to find volunteers. Collaboration with each other and with the City can help local groups to expand their membership, share resources, and be more effective in fulfilling their missions.

▶ Strategy 3.2 - Continue the small grants program, adding to the criteria the importance of building a sense of community and partnerships.

The City of Sedona provides support to local non-profit organizations through a small grants program. To be eligible, the non-profit organization's programs, activities, or events should address the following criteria:

- Advance the Sedona Community Plan recommendations
- Advance the goals of equity and inclusion
- Promote public health, safety, and general welfare
- Directly benefit Sedona residents, their well-being and prosperity

Sedona Small Grants Program: www.sedonaaz.gov/your-government/departments/city-manager/grants

Building a Sense of Community

Sedona Community Organizations

The following represents the types of groups in Sedona; this is not a comprehensive list of all organizations.

Community/Social
- Adult Community Center
- Community Food Bank
- Elks Lodge
- Humane Society of Sedona
- Rotary (2)
- Northern Arizona Interfaith Council
- Sedona 30
- Sedona Public Library
- Sedona Women
- Sedona XYZ

Environment/Recreation
- Gardens for Humanity
- The Hummingbird Society
- The Westerners
- Friends of the Verde River
- Keep Sedona Beautiful
- Oak Creek Watershed Council
- Red Rock Trail Fund
- Friends of the Forest
- Sedona Recycles
- Verde Valley Cyclists Coalition

Arts/Culture
- Chamber Music Sedona
- Fine Art Museum of Sedona
- Northern Arizona Watercolor Society
- Sedona Historical Society
- Sedona Area Guild of Artists
- Sedona Arts Center
- Sedona Visual Arts Coalition
- Sedona International Film Festival
- Sedona Symphony

Parks and Public Places

▶ Strategy 3.3 - Create places where people get together, interact, and share experiences.

Incentivize development projects to include amenities that invite positive social interactions. This can be as simple as adding benches or something more substantial, such as creating a shady courtyard with tables, or an indoor meeting room open for use by local groups. Amenities can be added to an existing site or transform a site.

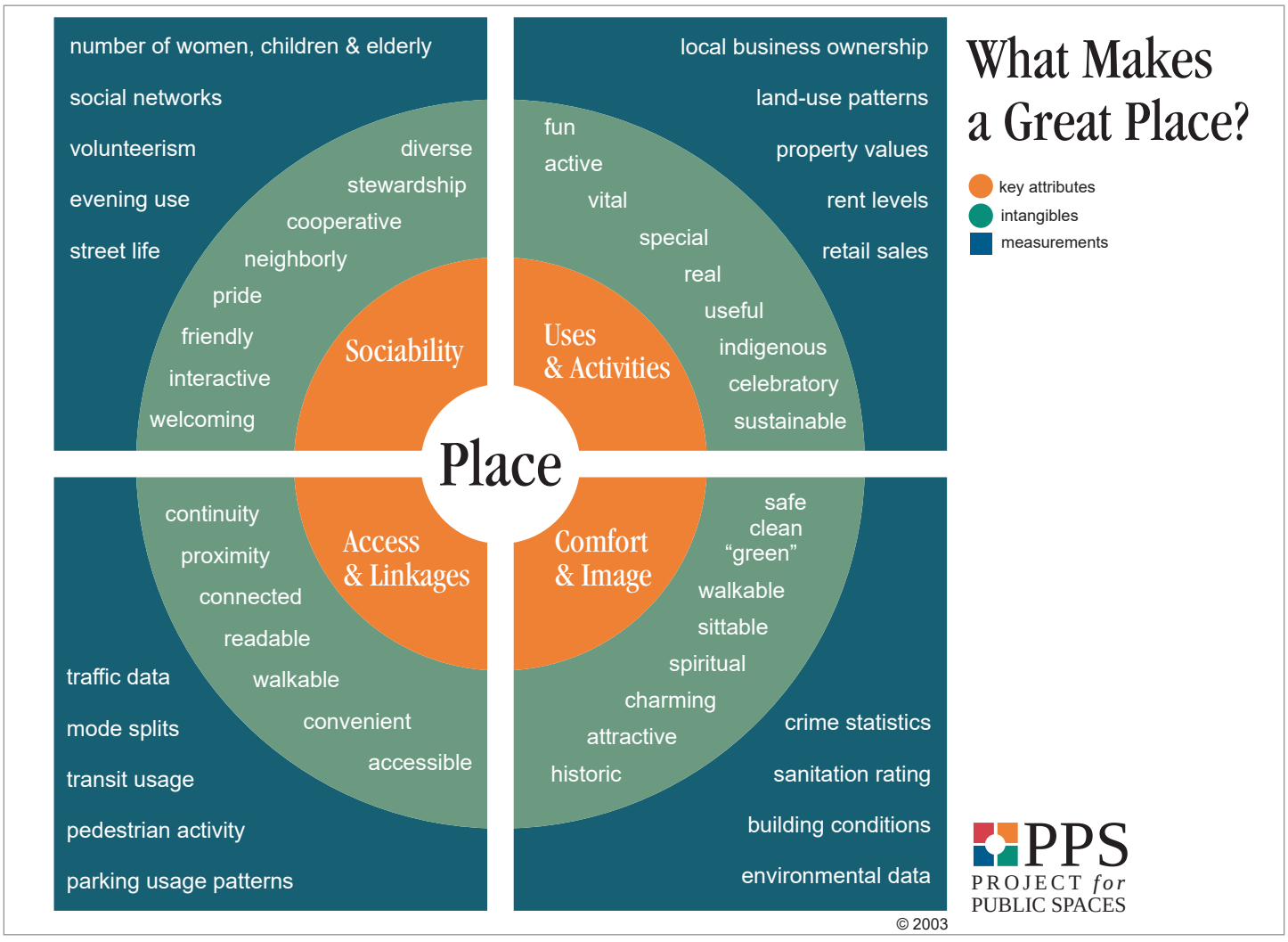


Figure 3.1. How to Create Great Public Spaces

There have been many studies on what makes a place attract people, makes them stay, and return regularly. This can be seen as a menu of ingredients to improve upon or create a place for community.

▶ Strategy 3.4 - Provide a variety of facilities and park amenities that serve Sedona resident's varied interests and abilities.

To be a healthy and active community there should be a variety of accessible places that offer activities for all ages, skills, and abilities. Activities may include pickleball, basketball, mountain biking, and walking, as well as creative arts, music, and learning. Facilities such as parks, the library, and studios can be public places, private venues, non-profit or commercial places.

▶ Strategy 3.5 - Ensure that City projects contribute to a sense of community.

Public parks and other projects can help build a sense of community and advance other community goals. It is important for residents that may or may not use the facility to have the opportunity to provide feedback at the earliest stages. This gives park users and other stakeholders a chance to weigh in on the advantages, drawbacks, and alternatives.



Ranger Station Park

The park is located at 250 Brewer Rd. The focal point of the park is the original Forest Service Ranger Station house and barn, adapted for use as community meeting spaces.

The Park Master Plan objectives reflect Community Plan goals:

- ▶ Honor the history
- ▶ Build a sense of community
- ▶ Create community interactions
- ▶ Engage people in healthy and active amenities
- ▶ Incorporate art in the park
- ▶ Design for a sense of place and sustainability

Sedona's Community Places

A sampling of public places in Sedona:

City Parks & Public Spaces

- Posse Grounds Park
  - » Dog Park
  - » Bike Skills Park
  - » Barbara Antonsen Memorial Pavilion
  - » The HUB
- Sunset Park
- Ranger Station Park

Community Places

- The Sedona Library
- The Sedona Arts Center
- Sedona Heritage Museum
- Yavapai College, Osher Lifelong Learning Institute

Recreation and Events

▶ Strategy 3.6 - Offer activities, events, and programs that bring people together throughout the year.

These may be public or private events (see examples below) often led by volunteers that not only support, but create and lead events while sharing their talents, interests, and knowledge. For more people to participate, they need to know in advance, and know that they are welcome. This can be through the marketing of events as well as creating an all-inclusive listing on a website, email newsletter, and social media.

▶ Strategy 3.7 - Invite and involve everyone that makes this a diverse and interesting community.

Celebrating community diversity is essential to building a sense of community. To make this happen, there needs to be outreach through a variety of media that is in both Spanish and English.

▶ Strategy 3.8 - Encourage residents to get involved in activities and events by participating or volunteering.

This should include people of all ages - kids, adults and seniors. Many of the events in town are put on by local organizations that rely on volunteers to plan for and work at festivals and smaller events.

Community Activities & Events

City Parks and Recreation Activities

- Posse Grounds Park Events:
  - Red Dirt Concert Series
  - Food Truck Festival
  - Free to be Me Drumming Sessions
  - Ecstatic Dance Thursdays
  - Yappy Hour with Dogs
  - Storytime in the Park
  - Summer camps for kids
- Athletic Programs:
  - Youth and adult soccer
  - Pickleball
  - Ultimate Frisbee
  - Swim and tennis lessons
  - Basketball, volleyball, open gym
- Holiday Events for Families:
  - St Patrick's Day Parade
  - Celebration of Spring
  - Pumpkin Splash
  - Breakfast with Santa

Community Festivals

- International Film Festival
- Oktoberfest
- Sedona Hummingbird Festival
- Sedona Mountain Bike Festival
- Sedona Wine Festival
- Sedona Yoga Festival

Arts & Culture

▶ Strategy 3.9 - Build community through community engagement in arts and culture.

There are many organizations in the city that offer classes, workshops, and other educational resources. There are also groups that rely on volunteers, and all could be enhanced or expanded by raising awareness and participation among residents. The following community values highlighted in this Plan are also areas of focus for local organizations.

- Environment
- Arts
- Wellness and recreation
- History
- Sustainability
- Community support

▶ Strategy 3.10 - Expand the City's arts and culture programs and partnerships.

The following are examples of potential City programs and partnerships:

- Partnership programs that embrace aging - with arts, cultural, and wellness activities.
- Involve the schools and youth in community events, activities, and programs.
- Sponsor art experiences, either pop-up, temporary, or interactive that highlight local artists - visual, literary, performing arts, and music.

▶ Strategy 3.11 - Preserve historic sites and celebrate Sedona's history.

The City Historic Landmark program should continue to grow through the identification of significant sites and encouragement of owners to designate their property as a landmark. The City should also continue to partner with and support the Sedona Historical Society to provide cultural heritage programs, exhibits, and events for the community.

City Arts & Culture Program

The following is a sampling of programs led by the City Arts & Culture Coordinator:

- Artist in the Classroom
- Roundabout Public Art
- Mayor's Arts Awards
- City Hall Art Rotation Exhibits
- City Council Moments of Art

City Arts and Culture Program www.sedonaaz.gov/your-government/departments/arts-and-culture

Community Actions

1. Ensure that communication of City information is bilingual, including websites, mailings, social media, emails, and printed materials in Spanish and English.

2. Improve City communications and messaging about opportunities for resident participation by providing online resources that connect residents to local organizations and activities, including the following:
   - Directory of local organizations.
   - Calendar of all community events and activities
   - Volunteer opportunities.

3. Update the criteria of the City's Small Grants Program to fund programs that build community.

4. Develop design guidelines to encourage community oriented features for both public and private development.

5. Improve City procedures to better incorporate Community Plan goals and priorities, public input, and development standards at the planning and design stage of City municipal projects.

See Environment and Sustainability chapter, Innovative Building

6. Expand the capacity of the City's Arts and Culture Program.

7. Renovate The Hub building at Posse Grounds Park to better serve as a multi-purpose community space.

8. Explore the Sedona Performing Arts Center as a community place in partnership with the school district, City, residents, and local organizations to better utilize this venue for arts, culture, and entertainment programs.

9. Develop a master plan for Posse Grounds Park that addresses access to the park, circulation within the park (vehicles, bicycles, and pedestrians), and parking. Consider passive and active recreation, and natural areas. The planning process must involve all park users (organized groups and individuals), the West Sedona School, and other stakeholders.


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4. Land Use

Chapter Contents:

- Overview
- Future Land Use Map
    - Land Use Map Designations
- Community Focus Areas
- Land Use Policies
- Land Use Actions

Land Use Goal

Sedona's unique sense of place and stewardship of the natural environment is reflected in the design and development of the built environment.

Overview

LAND USE KEY ISSUES

- The city is nearly built-out as of 2023, with 18% of the available land remaining to build on (excluding National Forest and dedicated open space)
- Challenges to building new affordable housing due to decreasing supply of land, increasing cost, and zoning limitations
- STR impacts on land use as houses are purchased or built for STR, reducing the supply of land for residential housing
- Potential impacts of future development to environmentally sensitive areas, such as Oak Creek

SYNOPSIS 2013 - 2023

- 2016-2019: Adoption of Community Focus Area (CFA) Plans for the Western Gateway, Soldiers Pass, Schnebly, and Sunset CFAs
- 2017: State permits short-term vacation rentals of single-family residential housing (and up to 4 unit properties), removing the City's previous prohibition on rentals of less than 30 days
- 2018: Adoption of new Land Development Code
- 2022: City acquires the former Cultural Park property and other parcels

CURRENT LAND USE INCLUDING NATIONAL FOREST

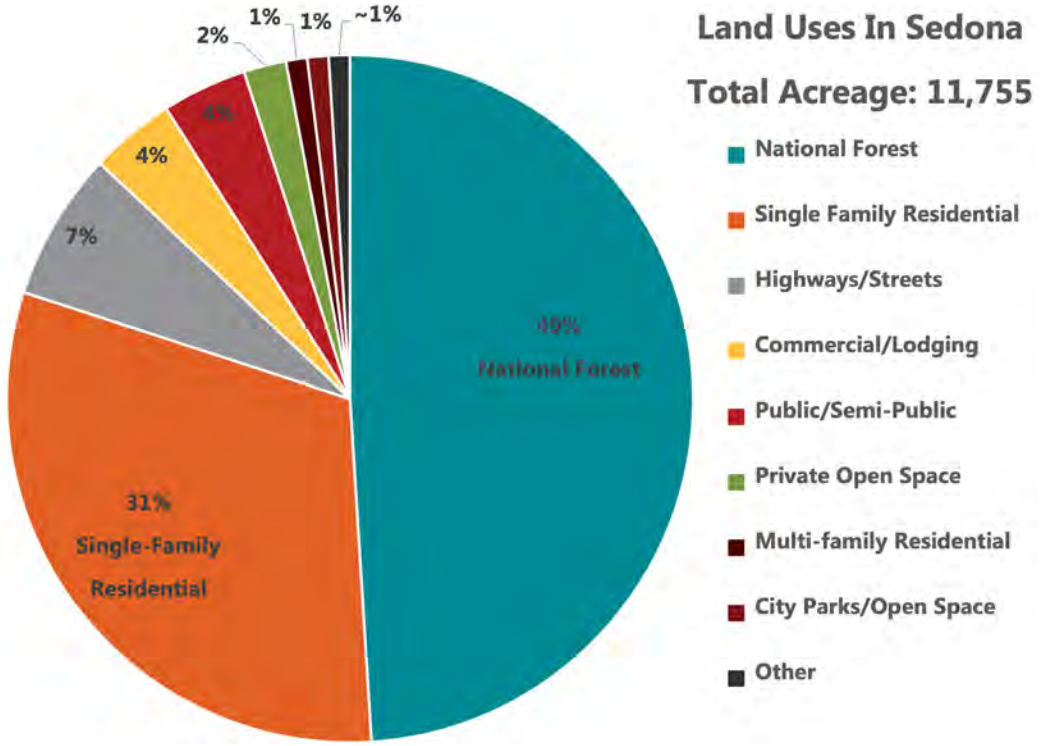


Figure 4.1. This shows the land within Sedona city limits by type of land use (how the land is being used, as of 2023). What is noteworthy is the amount of National Forest land in the city.

"Other" Land Uses:

1. Mobile Home Park (<1%)
2. State Trust Land (<1%)
3. Other City-Owned/ Undeveloped (<1%)
4. Planned Development/ Undeveloped (<1%)

CURRENT LAND USE EXCLUDING NATIONAL FOREST

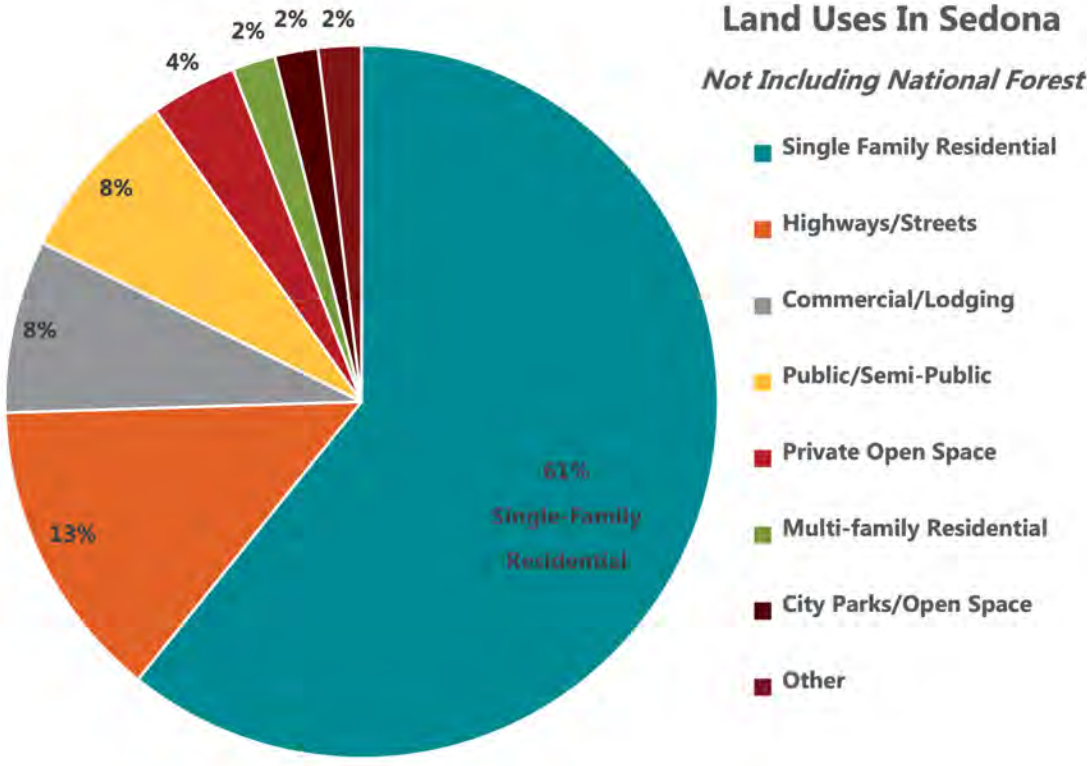


Figure 4.2. This excludes the National Forest land, and shows the remaining land use by type (how the land is being used, as of 2023). What is most noteworthy about this is the significant percentage of land with single-family homes.

Chart colors to be revised to match colors on the land use map

Future Land Use Map

WHAT IS THE FUTURE LAND USE MAP?

The map on the following page depicts the land uses recommended for each property in the city. Whereas, the Zoning Map is part of the Sedona Land Development Code, the Future Land Use Map is most relevant when a property owner does not want to develop under the existing zoning.

If a property owner does not want to develop under existing zoning, the proposed land use must align with the Future Land Use Map and the goals and strategies of the Community Plan, otherwise the owner must apply for an amendment to the Community Plan along with a rezoning application. Applications to change the Community Plan would be reviewed for adherence to the other goals and strategies of the Community Plan (See Implementation Chapter).



The Future Land Use Map Is:

- Property designations recommended for future development
- Guide for decisions on rezoning and development proposals

It is *not*:

- A Zoning map
- Mandating development
- Changing property rights or zoning rights

Figure 4.3. Land Use Designations
Descriptions of each land use designation shown in the legend to the left (and on the map) are described on the following pages.

FUTURE LAND USE MAP

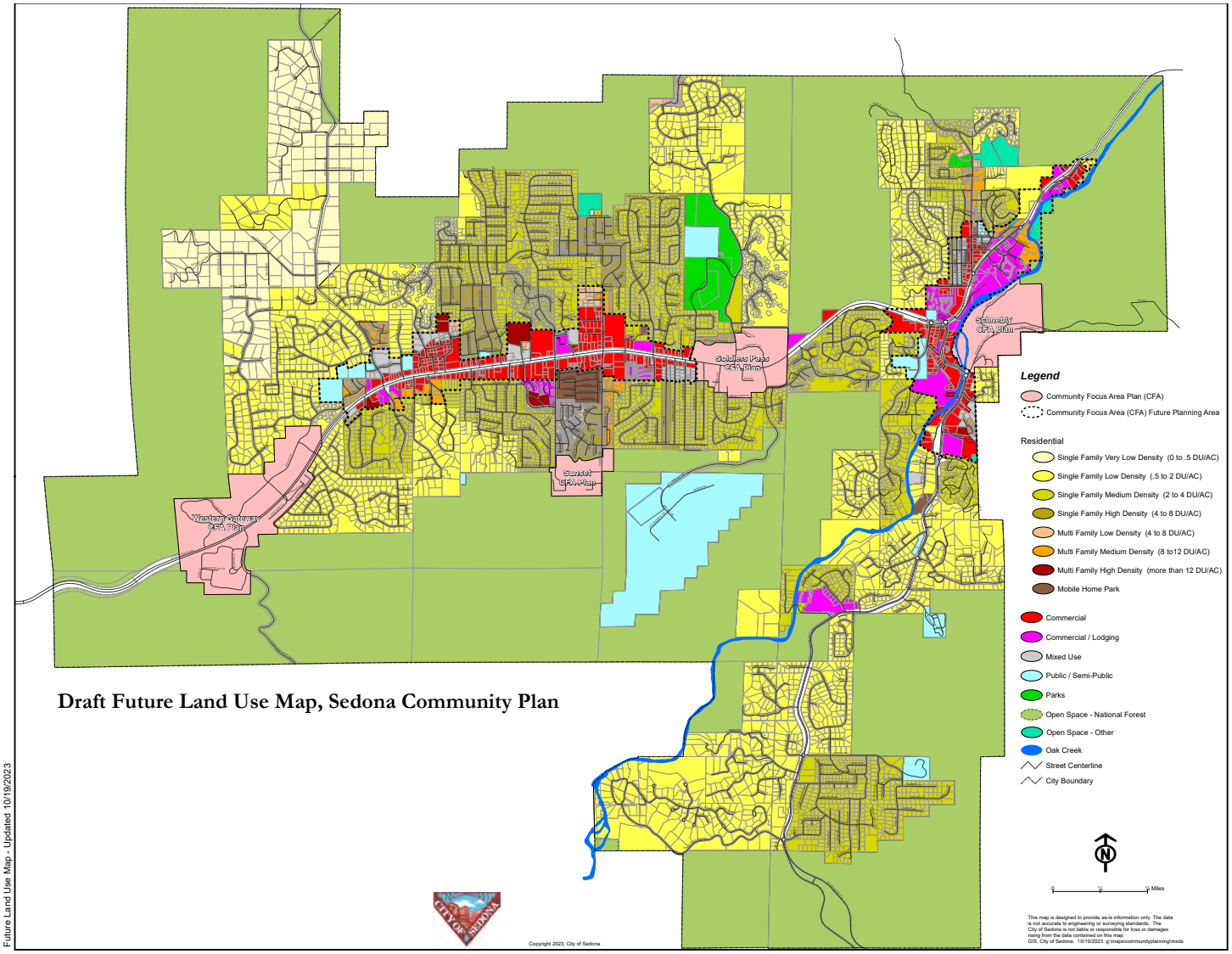


Figure 4.4. To view a more detailed map that can be zoomed in for easier viewing, please see the Exhibit of the Future Land Use Map (separate PDF file)

Land Use Map Designations

The following are descriptions of each Future Land Use Map designation and associated color on the map.

OPEN SPACE - NATIONAL FOREST

This designation is intended to support the long-term preservation of undisturbed areas in their natural condition.
National Forest includes:

- Coconino National Forest within City limits
  - Excluding the Chapel of the Holy Cross which is on the National Forest, operating under a lease agreement
- Use and development of these areas is subject to approval by the Forest Service

OPEN SPACE - OTHER NATURAL

Natural Open Space includes:

- Passive recreation areas with support infrastructure, such as trails and parking
  - Sugar Loaf Trailhead and Jordan Park open space (both city owned)
- Undeveloped floodplain along Oak Creek in Uptown
- Undeveloped lands adjacent to the Munds Mountain Wilderness

PARKS

This designation is intended to support the development of public parks for active and passive recreational uses, and community facilities.
Parks includes:

- Jordan Historical Park, Posse Grounds Park, Sunset Park, and Ranger Station Park

PUBLIC/SEMI-PUBLIC

This designation is intended to support uses owned and operated by public/semi-public entities for the benefit of the community.
Public/Semi-public includes:

- Schools, library, airport
- Hospitals, churches, cemeteries
- Municipal uses, public parking areas
- Public utilities

RESIDENTIAL MAP DESIGNATIONS

SINGLE-FAMILY RESIDENTIAL

This designation is intended to support the development of single-family homes. Cluster development, typically with subdivisions, is encouraged to direct development away from environmentally sensitive portions of a site (floodways and floodplains, steep slopes, ridgelines, etc.) with open space buffers recommended when adjacent to the National Forest to minimize wildland-urban interface impacts such as wildfire.

Single-family Residential includes:

- Includes one residential dwelling unit on one lot, and one accessory dwelling unit

MULTI-FAMILY RESIDENTIAL

This designation is intended to support the development of multiple dwelling units on a single property. Multi-family designations can serve as a transition or buffer between non-residential development and single-family residential development. Locations may be considered that have current or planned access to transit, shared use paths, or other amenities.

Multi-family Residential includes:

- Multiple residential dwelling units on one lot
- Multi-family residential can occur within commercial areas and mixed-use development

May include the following:

- Townhouses, condominiums, apartments, duplex/multiplex, patio homes, and other single-family attached styles

MOBILE HOME PARKS

This designation is intended to recognize existing mobile home parks as a unique land use. These are some of the most affordable housing options for low and moderate income households. If these areas are redeveloped, the existing densities (dwelling units per acre) should be retained or increased regardless of housing type.

- Includes existing mobile home parks that are not under a different land use designation

Note on Density:

Densities greater than 12 units per acre are supported on a case-by-case basis with consideration of strategies that address local housing needs, housing diversity, affordability, and availability.

See the Housing chapter

NON-RESIDENTIAL MAP DESIGNATIONS

MIXED-USE

Mixed-use as a Future Land Use Designation is new to this Plan. Many of the properties now showing as Mixed-use were designated as Planned Area in the 2013 Plan, which was not carried forward.

This designation is intended to support developments with a variety of uses, including residential, commercial, office, community, and educational. Mixed-use areas can serve as a transitional between more intense commercial uses and residential and should be considered in areas with access to transit, shared use paths, or other amenities.

May include any of the following:

- Commercial retail, office and services
- Public and semi-public uses
- Multi-family Residential* - Medium density (8-12 units per acre) or High Density (more than 12 units per acre)

BENEFITS OF MIXED-USE DEVELOPMENT

Areas of compact, mixed-use and walkable development can be people-friendly places, where people can live, work, shop, dine, and play, since a variety of needs are met in one appealing place. Compact development creates more walkable activity centers that contribute to quality of life by being more sustainable, less car-dependent and more people-friendly. Mixed-use and more compact development scenarios are especially encouraged within the West Sedona Corridor.

Compact, mixed-use and walkable development combine housing options with services and retail uses, and typically include venues for entertainment and the arts mixed with education and civic functions, a central community gathering space, all linked by walkways. Residents can enjoy living and working in the same area without having to drive everywhere. They can expect to have chance encounters with neighbors, co-workers and visitors, enhancing communication, collaboration and a sense of community. The following attributes indicate an area of mixed-use development.

- Inclusive people places
- Walkable and bike-able
- Transit-oriented
- Diverse housing choices
- Safe, active and lively
- Appropriate for infill
- Inclusive of local businesses
- Outdoor public spaces
- Compact, or concentrated

COMMERCIAL

This designation is intended to support general retail and other commercial and service uses. Land uses that are characterized by frequent visits of customers and clients should be located in areas with good vehicular circulation.

Except for property within an approved Community Focus Area, commercial uses should be limited to the W SR 89A and SR 179 corridors as designated on the Future Land Use Map.

Commercial may include any of the following, or a combination of:

- Retail, office, services
- Heavy commercial, light manufacturing
- Multi-family residential*

Heavier commercial uses that serve local needs may be considered within existing commercial areas if:

1. Uses are not located adjacent to the highway
2. There is no outside storage involved
3. Significant buffering to residential areas can be provided
4. Traffic generation is minimal

COMMERCIAL/LODGING

This designation is intended to support resort and lodging uses, including accessory commercial and service uses, in a manner that:

1. Is consistent with the Sedona Community Plan or specific plan for the area
2. Features community benefits.
3. Preserves the unique character of Sedona
4. Is compatible in size, scale, intensity, and character of other surrounding uses
5. Accommodates adequate vehicle parking and circulation
6. Promotes creative design and is sensitive to the natural environment

May include any of the following, or a combination of:

- Hotels, motels, and timeshares
- Commercial retail and services
- Multifamily uses (*See Note on Density and/or the Future Land Use Map)

***Note on Density:**

Multi-family residential densities greater than 12 units per acre are supported on a case-by-case basis with consideration of strategies that address local housing needs, housing diversity, affordability, and availability. **See the Housing chapter for details.**

Community Focus Areas

Community Focus Areas (CFAs) are locations where the City plays a proactive planning role to implement the Community Plan's vision and goals. CFAs are primarily commercial areas with properties likely to be developed or have redevelopment potential, but may include adjacent residential properties to ensure a good transition to lower density residential uses.

Implementation Tools of CFA Plans:

- Incentives for specific types of development
- Flexibility in development standards for more creative, innovative designs
- Incentives to consolidate properties under unified, coordinated planning
- Transitional land uses buffering more intensive commercial from single-family residential

COMMUNITY FOCUS AREAS (CFAs)

ADOPTED CFA PLANS

See the Future Land Use Map for locations.

Western Gateway CFA Plan

Adopted May 24, 2016 (Resolution 2016-18)
Amended August 10, 2022 (Resolution 2022-22)

Soldier Pass Road CFA Plan

Adopted April 12, 2016 (Resolution 2016-17)
Amended August 10, 2022 (Resolution 2022-23)

Schnebly CFA Plan

Adopted April 11, 2017 (Resolution 2017-09)
Amended November 10, 2020 (Resolution 2020-23)

Sunset CFA Plan

Adopted April 9, 2019 (Resolution 2019-07).

Adopted CFA Plans
www.sedonaaz.gov/communityplan

PROPOSED CFA PLANS: WEST SEDONA CORRIDOR AND UPTOWN

The West Sedona Corridor and Uptown can be transformed into vibrant and walkable destinations through the recommendations of CFA Plans.

OPPORTUNITIES

- Safety, comfort and convenience for pedestrians, bicyclists, and those with disabilities. See the Circulation chapter and GO Sedona Pathways Plan.
- Beautification
- Incentives for redevelopment
- Distinctive character or design themes
- Make more efficient use of currently underutilized parking lots
- Create transitions and buffers to single-family residential neighborhoods

HOW ARE CFA PLANS DEVELOPED?

1. Input from residents, property owners, neighbors, businesses, and stakeholders
2. Planning and Zoning Commission public hearing and recommendation to City Council
3. City Council public hearing and adoption of the CFA Plan
4. Minor amendment is made to the Community Plan's Future Land Use Map to designate the area as having a CFA Plan

WEST SEDONA CORRIDOR COMMUNITY FOCUS AREA

AREAS

This CFA plan has the following two areas with similar opportunities but distinct attributes:

1. Dry Creek/W SR 89A
2. Rodeo-Coffeepot/W SR 89A

OPPORTUNITIES

- Build on the existing attributes
- Identify transition areas appropriate for multi-family residential
- Work with property owners to upgrade non-conforming uses
- Redevelopment and redesign potential of large shopping complexes
- Reduce number of redundant or unnecessary curb cuts on W SR 89A
- Establish parallel alternatives to W SR 89A for vehicles and/or bicycle/pedestrians
- Improve walkability and bike-ability, including:
  - Safer crossings of W SR 89A; Alternative routes parallel to W SR 89A; Extend sidewalks on both sides of the cross-streets

ATTRIBUTES

1. Dry Creek/W SR 89A Area
   - Civic: City Hall, fire station, pocket parks
   - Education: library, charter school
   - Residential: townhomes and apartments
   - Lodging: hotels, motels, B&Bs
   - Social: outdoor cafes, pizza place, coffee shops, churches
2. Rodeo-Coffeepot/W SR 89A Area
   - Entertainment: 2 theaters
   - Lodging: timeshares, motel, hotel
   - Retail and Restaurants: 3 grocery stores, pharmacies, coffee shops
   - Residential: townhomes, mobile home parks



Figure 4.5. Proposed West Sedona CFA

Note: The map above shows a potential boundary of the CFA Plan. The exact boundaries will be determined during the CFA planning process.

Uptown Community Focus Area

AREAS

There are two areas proposed for this CFA Plan, each having distinct attributes and opportunities.

1. Uptown, north of The Y
2. Ranger Road, south of The Y

1. UPTOWN AREA

There is a draft Uptown CFA Plan that was completed in 2021, however it was put on hold in order to proceed with the Community Plan update. The draft CFA plan can be a starting point for a new planning process.

OPPORTUNITIES

- Large, undeveloped properties along Oak Creek
- Redevelopment potential
- Potential for public creek access and/or creekside park.
- Forest Road connection to W SR 89A
- Coordinated planning for land use, circulation, and parking
- Need for a multi-modal circulation plan for Uptown and the Ranger Road area that addresses:
  - Walking and biking safety
  - Transit circulation and stops
  - Parking
    - Resident parking
    - Employee parking
    - Tourist parking
  - Guided tours drop-off and pick-up
  - Main Street deliveries
  - Streetscapes

ATTRIBUTES

- Lodging: multiple hotels and resorts of all sizes
- Retail shops and restaurants
- Multi-family residential areas, especially along Jordan Rd
- The Sedona Subdivision - one of Sedona's oldest subdivisions
- Historic Sedona Arts Center
- Many historic buildings
- Challenging topography and access for northern area

2. Ranger Road Area

OPPORTUNITIES

- Ranger Station Park on Brewer Rd as community gathering place
- *4 buildings on the National Register of Historic Places (denoted below by asterisks)
- Potential for creekwalk
- Proposed Ranger Road roundabout connection to Forest Rd connector
- Redevelopment opportunities resulting from transportation projects
- Public parking and transit access improvements
- Improved walkability and bikeability
- Access to the National Forest, Soldiers Wash trail system

ATTRIBUTES

- Tlaquepaque and Gallery Row: mix of shops, galleries, and lodging
- Ranger Station Park on Brewer Rd
  - City-owned historic landmarks*: Ranger Station house and barn
- City of Sedona offices and municipal court on Brewer Rd
- City-owned land near Brewer/89A roundabout
- Hart Store Historic Landmark* at Ranger/ Brewer
- Pumphouse Historic Landmark*
- Pedestrian underpass at Oak Creek/SR 179 (Under construction as of Spring 2024)

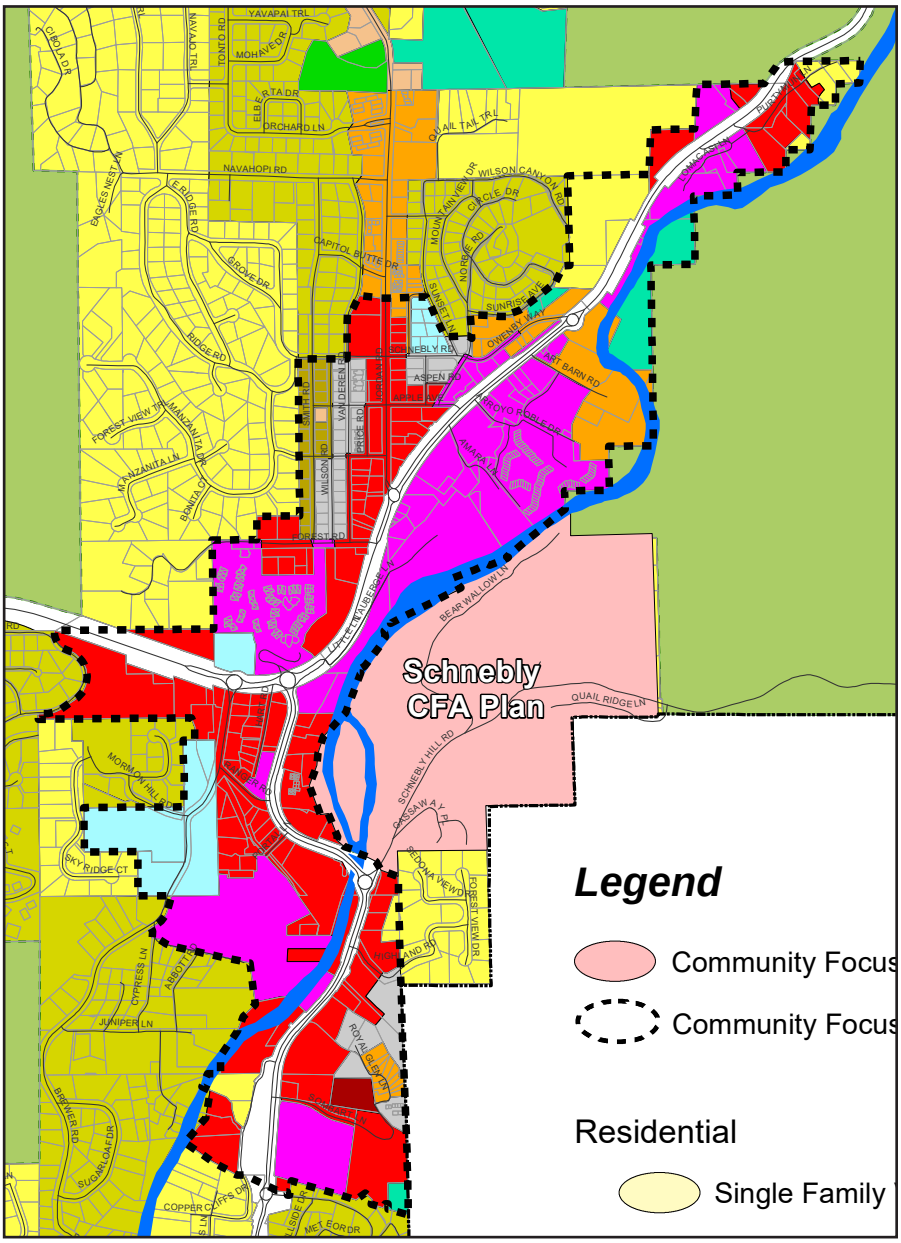


Figure 4.6. Proposed Uptown CFA

Note: The map above shows a potential boundary of the CFA Plan. The exact boundaries will be determined during the CFA planning process.

Land Use Policies

- **Strategy 4.1 -** Partner with the Forest Service to ensure National Forest lands within City limits remain public open space and not exchanged for private development.

- **Strategy 4.2 -** Participate in regional planning with agencies and organizations in the Verde Valley.

- **Strategy 4.3 -** Maintain design standards that reflect Sedona's "sense of place", historic and cultural heritage, viewsheds, and environment and natural resources.

- **Strategy 4.4 -** Support cluster development to direct development away from more environmentally-sensitive portions of a site.

- **Strategy 4.5 -** Allow densities greater than 12 dwelling units per acre through consideration of projects with strategies for achieving housing diversity, affordability, and availability to address housing needs in areas designated for Multi-family High Density, Commercial, and Mixed-use.

- **Strategy 4.6 -** Transform the commercial corridors into a mix of residential, commercial, and public uses well-connected for walking, biking, or using transit.

- **Strategy 4.7 -** Limit lodging uses to locations within the Commercial/Lodging designation on the Future Land Use Map or otherwise identified in an adopted CFA Plan.

- **Strategy 4.8 -** Require parking standards that are consistent with multi-modal transportation, mixed and shared uses, promote efficient use of space, and minimize asphalt coverage. See Circulation chapter.

- **Strategy 4.9 -** Ensure that proposed land uses are compatible with adjacent aggregate (sand and gravel) resources, if these resources are identified by the State of Arizona. [State required strategy per A.R.S. 9-461.05 C.1.g.]

Land Use Actions

1. Determine appropriate locations for the following identified needs: affordable multi-family residential, mixed-use development, and public gathering places.

2. Expand the designation of mixed-use where appropriate, as determined through the CFA planning process.

3. Develop a Land Use Master Plan for the Cultural Park property.

4. Conduct a feasibility study of future development at the Dells (City property south of the Wastewater Plant).

5. Develop a CFA Plan for the West Sedona Corridor.

6. Develop a CFA Plan for Uptown.

7. Evaluate potential for increased building height where view corridors are least impacted and where multiple stories may be the best option for development of multi-family housing and mixed-uses.

8. Evaluate the annexation of land, expanding city limits to encompass additional private land.

< Added by P&Z 2/20/24 and rephrased for clarity


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5. Housing

Chapter Contents:

- Overview
- Recommended Strategies
  - Housing Diversity and Affordability
- Housing Actions

Housing Goal

Sedona has diverse housing options that are safe, secure, and affordable.

Overview

HOUSING KEY ISSUES

- Lack of housing availability - for sale or rent
- High cost of housing - for sale or rent
- Lack of variation in housing types - 81% of Sedona's housing is single-family residential
- Impacts of short-term rentals (STRs), see following page
- Diminishing amount of buildable land in the City
  - Many of the remaining parcels are more difficult and expensive to build on (topography, drainage, etc.)
- Builders tell us that our development codes, costs, and overall experience working with the city make it very difficult to build housing in Sedona
- Housing is a key issue for economic development
  - Sedona has a large gap between wages and housing costs
  - Housing issues adversely impact employee recruitment and retention

SYNOPSIS 2013 - 2023

- 2017: Short-term vacation rentals are legalized by the State of Arizona
- 2020: COVID-19 Pandemic affected the supply and cost of building materials
- 2020: City of Sedona Housing Study, which states that Sedona will need an additional 1600 housing units to meet our needs
- The Verde Valley Housing Study states that the Verde Valley will need around 3600 units
- Housing Program established with 2 new staff positions: Housing Manager (2021) and Housing Coordinator (2023)
- Cultural Park property in West Sedona purchased by the City

The City of Sedona Housing Programs

- City Housing Fund: City Council allocated $12 million to incentivize and help finance the development of affordable housing in Sedona
- Sedona Workforce Homeownership Assistance Program for eligible workers
- Sedona Employer Assisted Housing Program for City of Sedona employees
- Rent Local: City pays STR owners within City limits to rent to a local worker for at least one year
- Deed Restriction Program: Homeowner may place a voluntary deed restriction on their property preventing its use as a STR

City Housing Program: www.sedonaaz.gov/housing

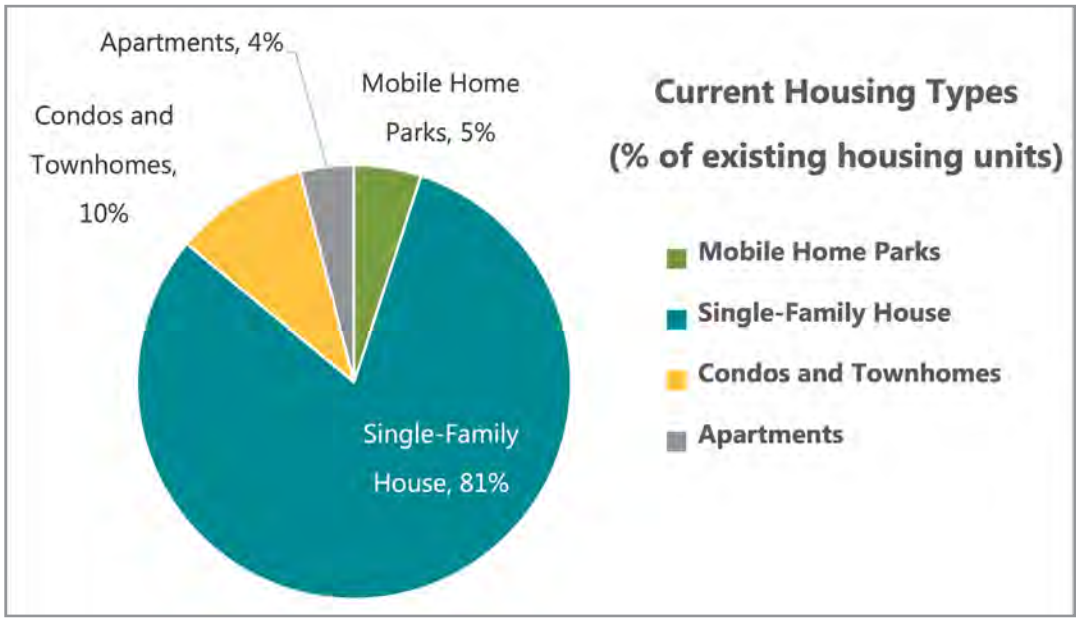


Figure 5.1. Single-family houses are the biggest slice of the pie. Source: City of Sedona, 2022.

SPOTLIGHT

Western Gateway CFA: Cultural Park

In 2022 the City of Sedona bought the 40-acre property off W 89A and Red Rock Loop Road/Cultural Park Place (site of former amphitheater) to ensure that future development on what is Sedona's largest, undeveloped properties in the city limits, will accommodate a variety of housing types, sizes, and cost. A land use master plan will be developed through a process that includes community and stakeholder input, incorporating other community needs. This property is included in the Western Gateway Community Focus Area Plan, which will be the basis of future planning.

MULTI-FAMILY HOUSING IN SEDONA

Multi-family residential can accommodate more housing in a smaller area. It can also be many smaller housing units on a single lot, such as apartments. It can also include townhouses or condos which are typically smaller units on smaller lots. Building more multi-family housing in Sedona can happen a number of ways, such as building up by allowing for taller buildings, infill that may fill in vacant lots, or by splitting large lots, or spreading out (not an option with National Forest in city limits). What is Sedona willing to do to increase the amount of housing?

The advantages of more multi-family housing:

- Accommodates more people on less land
- Units can be smaller in size with a mix of sizes within one complex
- Can be located in mixed-use areas more convenient for walking and transit
- Smaller housing units can cost less to build, own, or rent

Why is Sedona lacking multi-family housing?

1. Only 14% of the city is zoned for multi-family housing
2. Sedona height restrictions (no more than 2-3 stories allowed)
3. Compared to other cities, Sedona has relatively low density limits
4. At 82% build-out, there is a limited amount of buildable property
5. High property values
6. Development, materials, and labor costs

DID YOU KNOW?

Zoning is set by the Land Development Code - not to be confused with the Future Land Use Map (see Land Use chapter) which is set forth in this Plan.

Multi-family housing can be built in a Commercial zoning district without rezoning.

Housing Diversity and Affordability

Merged two sections (diversity and affordability)

Sedona's lack of housing has begun to affect the entire community. Residents and visitors that rely on grocery stores, pharmacies, or medical offices are affected when businesses cannot attract or retain enough employees. This can result in businesses reducing the hours or days of operation when there are not enough employees. The worst case scenario is that businesses close and residents relocate due to the decline in providers, services, and amenities.

▶ Strategy 5.1 - Expand Sedona's mix of housing types to meet the needs of a diverse and vibrant community.

A complete and thriving community is made up of people at different stages in life - singles, couples, families, and seniors - who want housing options that suit their lifestyle, circumstances, and budget. Examples of alternatives are cottages, duplexes, triplexes, and age-in-place units.

▶ Strategy 5.2 - Encourage redevelopment of the commercial corridors to include a mix of uses, including multi-family housing.

There are locations for multi-family housing that can accommodate increased height and density, and take advantage of access to transit and walkability. Siting these projects must take into consideration scenic views and neighboring homes. This can be determined with public input during the process of developing Community Focus Area (CFA) plans.

▶ Strategy 5.3 - Encourage collaboration among employers to provide workforce housing.

Businesses need to attract and retain employees which is a challenge if there is not enough (or affordable) housing. Rather than each company struggling to find a solution, it may be more effective for them to join forces. Already, several larger resorts are providing housing for employees to rent, and shuttles to and from Cottonwood.

What is Affordable?

Housing is considered "affordable" if it costs no more than 30% of a household's income.

The Increasing Cost of Housing

The median housing price for a single-family home:

$1,050,000 in 2022
$650,000 in 2020
$330,000 in 2011
$600,000 in 2007

▶ Strategy 5.4 - Pursue strategies that promote the development of affordable housing in Sedona.

The City's Housing Program is pursuing multiple projects in partnership with developers to build more housing in Sedona. There may be additional ways to support the development of affordable housing, such as improving procedures and policies that could lower costs, decrease time frames, minimize obstacles, increase efficiencies, and streamline customer and employee workflow.

▶ Strategy 5.5 - Increase the Verde Valley's supply of affordable housing for the area's workforce, homeless, and others in need through regional partnerships.

As a small town in an extraordinarily scenic setting, housing is more expensive in Sedona compared to the surrounding communities. In the past, people working in Sedona could find more affordable places to live in Cottonwood, Village of Oak Creek, and Camp Verde. However, housing costs in these communities have been rising over the last ten years, diminishing the cost savings of living in neighboring communities. It has become increasingly problematic for employers to recruit and retain employees.

▶ Strategy 5.6 - Address rental housing conditions when the health, welfare, and safety of Sedona residents are at risk.

In some instances, when affordable housing can be found, building conditions can be unsafe, unhealthy, and don't meet city standards. During the public outreach in 2022, residents expressed their fears of losing their housing with little notice, which had happened to others in their community. Often the 'affordable' housing is tolerated since asking a landlord to make repairs can mean losing the housing, as landlords know there are others willing to take their place. This is an issue that can be addressed at the local, city level and through state policies.

The Role of Building Codes

To protect the public's health, safety, and welfare. The codes are not arbitrary, but are the foundation of safe construction.

Suggestions to modify to code to reduce housing costs cannot come at the expense of the public's health, safety and welfare.

Housing Actions

1. Improve City procedures, policies, and programs to better support the building of affordable housing.

2. Amend the Land Development Code to advance city housing initiatives as outlined in this Plan.

3. Update the City's Development Incentives and Guidelines for Affordable Housing (DIGAH).

4. Participate in regional housing programs (new and existing) that benefit Sedona and the Verde Valley.

5. Identify incentives that support and encourage developers to build more affordable multi-family housing.

6. Develop programs and partnerships that provide support to both tenants and property managers.


PLAN
your
SEDONA

6. Circulation

Chapter Contents:

- Overview
- Recommended Strategies
  - Multimodal Network
  - Walking and Biking
  - Transit
  - Streets and Highways
  - Uptown
  - Parking
- Circulation Actions

Circulation Goal

Build a complete and connected circulation network that is safe, convenient, and efficient for all users and all modes of travel.

Overview

CIRCULATION KEY ISSUES

- Traffic congestion, particularly at the Y and Uptown pedestrian crossings
- Lack of street connectivity
  - Lack of emergency evacuation routes
  - No "relief" or alternate routes (e.g., to W 89A, east-west route in West Sedona)
  - Result of subdivisions that developed prior to incorporation
- Arizona Department of Transportation (ADOT) jurisdiction of W 89A and SR 179 means Sedona is limited in what improvements can be made
- Walking and biking safety
  - Few or inadequate sidewalks, bike lanes, etc.
  - Roundabout safety, especially for bicyclists
  - W 89A is car dominant and at times high traffic congestion
  - Lack of safe crossings of W 89A that is seen as an obstacle to bikes and pedestrians going north-south
- Cost of improvements and need for sustainable funding sources
- Lack of communication and understanding that there is no single solution to solving traffic congestion
- Transit system slow to happen
  - Need for sustainable funding
  - Lack of transit connectivity (limited routes and times for the Verde Shuttle)
  - Resident perception that transit is for visitors not residents, especially with the trailhead shuttles being the first to launch
  - Uptown "seek and find" parking adds to congestion
- Lack of or inadequate signage to direct tourists (wayfinding) to parking and around town, especially in Uptown
- Not enough parking at certain locations at peak times, leading to overflow of vehicles onto neighborhood streets, and safety concerns

SYNOPSIS 2013-2023

- 2018: Transportation Master Plan (Sedona In Motion) completed
- 2018: 1/2 cent sales tax approved to fund projects
- 2020: GO Sedona Pathways Plan (GO Plan) completed
- 2021: Tax permanently extended to fund transit system
- 2022: Transit Implementation Plan completed, Transit program established, and transit manager hired

Sedona In Motion (SIM)

The City's comprehensive Transportation Master Plan, completed in 2018 was followed by the passage of a ½ percent sales tax increase to fund transportation projects. Sedona in Motion was established as the Transportation Master Plan's implementation program, a top priority of City Council. In November 2021, Council voted to permanently increase the City Transaction Privilege Tax from 3% to 3.5% by removing the previous 10-year (2018-2028) sunset from the ½ percent tax increase. The ½ percent permanent increase will be dedicated to transportation purposes, including the implementation of a transit system in Sedona.

Completed SIM Projects

The following are a few of the completed projects as of 2023:

- Uptown Roadway Improvements, Phase 1
- Uptown wayfinding signs for public parking lots and pedestrian signs
- Los Abrigados/Brewer Road connection
- Launched the trailhead shuttle program with 3 park-and-ride lots
- New shared-use pathways (4.5 miles): , Soldier Pass Rd, Posse Grounds parking connector, Dry Creek Road phase 1
- Dynamic Message Sign installed adjacent to I-17 north of General Crook Trail

Completed Bicycle and Pedestrian Projects

- Thunder Mountain/Sanborn Drive
- Soldiers Pass Rd Path and Posse Ground Park connector path
- Sunset Road pathway and Sunset Park connector path
- Chapel Rd Path
- Green bicycle safety lanes on W 89A

SIM Strategies

SIM-1 Uptown Roadway Improvements

SIM-2 Uptown Pedestrian Improvements

SIM-3 Parking & Wayfinding

SIM-4 SR 179 Improvements, Schnebly Roundabout to the Y

SIM-5/6 Neighborhood Connections

SIM-7/8 Enhanced Transit Service

SIM-9 Neighborhood Vehicles

SIM-10 West Sedona Access Improvements

SIM-11 Bicycle and Pedestrian Improvements

SIM-12 Traveler Information

www.sedonaaz.gov/SIM

What About Bypasses or Bridges?

Studies have shown that building new bypasses or new bridges over Oak Creek are not the solution many hope for. The challenges of building bypasses and bridges include:

- Costs far outweigh benefits (cost of construction, land acquisition, etc)
- Jurisdiction - outside city limits, through the National Forest/Yavapai County
- Traffic modeling by engineers findings of no significant reduction to traffic congestion
- Contradictory to Sedona's core values: environmental stewardship, sense of place, community character, etc.
- Environmental impacts

Multimodal Network

The Transportation Master Plan (Sedona in Motion, or SIM) recommends that a multifaceted approach that goes beyond roads and cars is essential to addressing Sedona's traffic and parking issues. A connected network for all modes is needed, whether it is driving, walking, biking or taking the bus.

What is Multimodal?

Transportation by various modes: vehicle, bus, bicycle, walking.

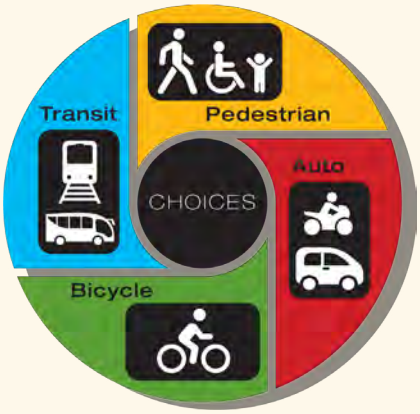


Figure 6.1. Examples of multimodal transportation. Image source: goraleigh.org

▶ Strategy 6.1 - Develop a multi-modal circulation network that provides for safe alternatives to get around town while improving traffic flow and reducing reliance on the automobile.

Addressing traffic will take a multifaceted approach; there is no single solution, street connection, or mode that will reduce traffic congestion in Sedona. There are too many cars, thus reducing the number of cars on the road is one of the primary goals for a multimodal network. What it will take: 1) improving infrastructure for all modes, 2) providing transit and alternatives to cars, 3) prioritizing walking and biking improvements, and 4) encouraging visitors, residents, and employees to use other ways of getting around than by car.

▶ Strategy 6.2 - Take a comprehensive, holistic approach to transportation and land use planning to improve resident's quality of life and the visitor experience.

Land use planning and transportation projects should be integrated to achieve the vision and goals as set forth in this Plan. This can include new commercial and residential development, redevelopment, and public infrastructure projects such as transit, pathways, and other amenities.

▶ Strategy 6.3 - Communicate the Sedona in Motion program goals, priorities, and progress.

The public has expressed frustration with the SIM projects in part because they see individual projects under construction but not the larger picture of how they all contribute to the solution. It is important to convey how all the projects are components of a larger, connected network that takes time to develop. As SIM projects are completed and the program evolves, it will become even more important to communicate the big picture to the public.

▶ Strategy 6.4 - Pursue a collaborative regional circulation plan that addresses destination access, transit, and parking.

The very nature of transportation is that people are on the move. Addressing traffic and transit in particular must take a regional approach to match how visitors and residents move through the Verde Valley.

▶ Strategy 6.5 - Design projects for people, ensuring the experience is safe, comfortable, interesting, and efficient.

The success or popularity of public infrastructure projects like pathways, roads, or transit may depend on the design details that make it a good or bad experience for the user.

What makes a Walkable City?

There are four conditions that influence the walkability of a place: 1) do you feel safe? 2) is it an interesting experience? 3) do you feel comfortable, and 4) is it useful?

- Jeff Speck, "Walkable City: How Downtown Can Save America, One Step at a Time," 2012 www.jeffspeck.com

Choice in Modes

"people living in the county often don't realize that their "choice" to travel by car is actually compelled by the lack of better multimodal facilities".

- Larry Schoer, Howard County MD Multimodal Transportation Board in "Best Complete Streets Policies 2023" smartgrowthamerica.org

Walking and Biking

Walking and biking in Sedona's favorable climate and picturesque surroundings significantly enhances the experience. Prioritizing safety, connectivity, and amenities is crucial to reduce car dependency and create a vibrant, mixed-use community where more people walk, bike, and use transit.

Walking and biking are healthy activities, and Sedona has an excellent climate and scenery to enhance the experience. Improving the safety, linkages, and amenities of a walking and biking network is important to encourage more people to leave their cars, which is critical for a walkable, mixed-use environment.

Sedona Trails and Pathways System (ST&PS)

- www.sedonaaz.gov/SIM
- GO! Sedona Pathways Plan

▶ Strategy 6.6 - Prioritize pedestrian and bicycle safety improvements to major roadways.

A 2020 survey of residents found that 68% of respondents were in support of allocating additional funding for walking and biking improvements from the circulation budget. The GO! Sedona Pathways Plan has identified and prioritized projects that will improve safety which will also encourage more people to walk or bike.

▶ Strategy 6.7 - Create a network of pedestrian and bicycle infrastructure improvements and connections linking neighborhoods, activity centers, and popular destinations, and promote walkable, bike-able connections to transit stops.

Since 2007, pedestrian enhancements have been implemented across Sedona. In 2020, the city introduced the GO! Sedona Pathways Plan. This plan incorporates recommendations from the Transportation Master Plan from 2018. The pathways network seeks to connect the 300 miles of trails inside and out of Sedona to our pathways inside the city. Sedona can be a more connected community by linking residents and visitors to neighborhoods, and destinations like schools, parks, shopping, and the National Forest.

▶ Strategy 6.8 - Plan future transportation improvements and land use development that supports walkable, mixed-use areas.

<Rephrased strategy

Development in Sedona did not happen with walking and biking in mind. It developed as a rural community with incremental, unplanned growth before incorporation in 1988. Most neighborhoods have no sidewalks and for those that do, sidewalk are on only one side of the street. The main thoroughfares are 89A and 179, which are hard to avoid due to the lack of alternate routes or the need to cross them. Overcoming these challenges will take a strategic approach and close coordination with land use development. Efforts should focus on adding sidewalks and bike paths where they are needed most. They should connect people to where they want to go, in as direct and continuous a route as possible.

▶ Strategy 6.9 - Partner with the Forest Service to implement a trail access improvement plan.

Recommendations to improve existing trailheads, develop new trailheads, and improve trail access can be found on page 22 of the GO! Sedona Pathways Plan. The goals are to: reduce parking conflicts in neighborhoods, expand trailhead parking capacity and better distribute use where appropriate. The other goal is to provide trails access without the use of a car via transit or walking/biking from home or lodging. One project in the works is a new improved Girdner trailhead at the Cultural Park that will be coordinated with future development to integrate public parking, visitor information, and transit.

Transit



The first phase of the City's transit program was launched in 2022. The Sedona Trailhead Shuttle serves five trailheads from three park-and-ride locations and saw a 23% increase in use from 2022 to 2023. The trailhead shuttles have markedly reduced traffic and parking congestion at these trailheads and nearby neighborhoods. In addition, the established Verde Shuttle provides service between Cottonwood and Sedona. Sedona's next endeavor is an on-demand transit service ("micro-transit" or Sedona Shuttle Connect) set to begin in 2024.

▶ Strategy 6.10 - Develop a robust transit system that supports residents, employees, and visitors.

The Sedona Transit Implementation Plan projected a ten-year price tag of over $109 million in transit capital and operating costs. However, due to the post-COVID economy this cost will be much higher, so funding will be a significant challenge as the city moves forward with developing its public transit system. However, there are additional grant funding opportunities annually through the federal Infrastructure Investment & Jobs Act Authorization program.

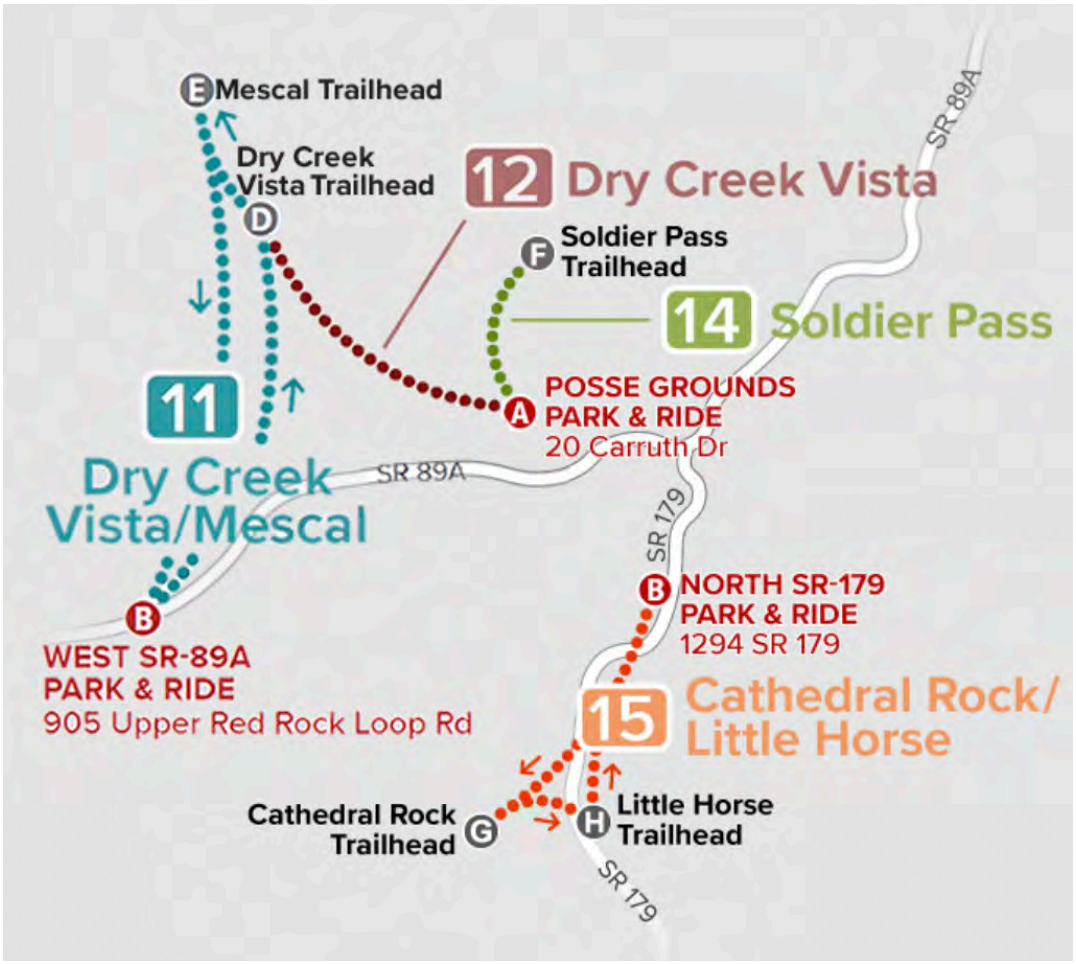


Figure 6.2. Sedona Trailhead Shuttle 2023 route map. Riders can connect to the Verde Shuttle at the North SR-179 Park & Ride.

www.SedonaShuttle.com

▶ Strategy 6.11 - Incorporate transit service to and from major destinations to alleviate impacts on neighborhoods and improve the visitor experience.

Trailhead shuttles were the first phase of the transit program, however, there are other popular destinations that should be high priorities for future transit service, such as attractions within residential neighborhoods, and places with high traffic congestion and insufficient parking.

Summary of Transit Implementation Strategies

Short-Range Transit Projects

Sedona Shuttle Connect:

- App-enabled demand response shared ride public transportation service
- Real time passenger scheduling and vehicle tracking

Long Range Transit Projects

- Transit Maintenance & Operations Facility: Support the city's zero emission transit fleet with a micro-grid providing renewable solar energy
- Ride Exchange: Supports Multimodal Transportation Options
- Fixed Route Bus Routes:
  - Uptown
  - West Sedona
  - Village of Oak Creek
- Fixed Route Bus Routes, Phase 2:
  - Oak Creek Canyon / Slide Rock
  - West Fork Oak Creek Trailhead
- Possible Future Transit Connections:
  - Cottonwood Area Transit: Connecting Cottonwood to Sedona via the Village of Oak Creek
  - Yavapai-Apache Transit: Connecting Camp Verde to Sedona via the Village of Oak Creek
  - Mountain Line: Connecting Flagstaff and Sedona via SR 89 A

Streets and Highways

▶ Strategy 6.12 - Upgrade Sedona's major roads to "Complete Streets" that are designed for safe use by all modes of travel.

To increase the number of people choosing not to drive, streets need to be designed to meet the needs of all types of travel, as illustrated in the diagram below. This does not mean changing every street in the city, as it is not necessary on most neighborhood streets. An assessment should be done to prioritize which streets are most in need of upgrades.

▶ Strategy 6.13 - Explore potential street connections that connect neighborhoods while maintaining the safety and integrity of the neighborhoods.

Sedona's street network evolved as subdivisions were developed incrementally, funneling nearly all neighborhood traffic to SR 89A or 179. This is now a significant safety concern in the event of an emergency, as there may be only one outlet for a neighborhood. Street connections can be strategically designed to control speeds and minimize traffic through a neighborhood.

Street Connectivity

Advantages of a well-connected street network:

- Emergency evacuation alternatives
- Distributes traffic across the network
- Improves walking/ biking
- Allows more direct access between destinations
- Can reduce travel distances
- Provides more route options

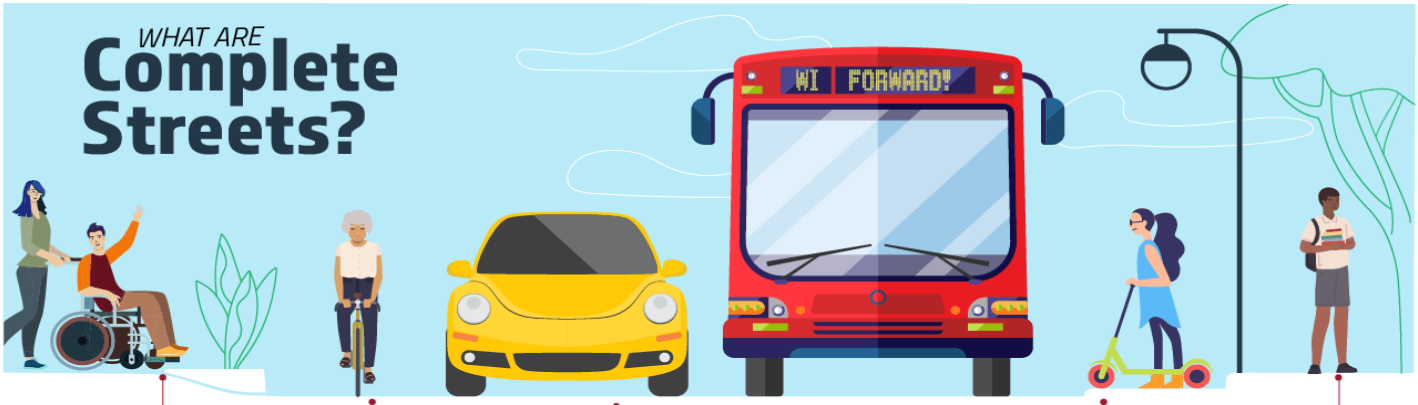


Figure 6.3. Illustration courtesy of Wisconsin Bike Fed, wisconsinbikefed.org

WEST SR 89A

▶ Strategy 6.14 - Improve the safety and streetscape of W 89A by reducing curb-cuts and driveways, adding landscaping, and widening the sidewalk and bike-lane.

Driving, walking, or biking on W 89A can be an unpleasant or hazardous experience. This is the result of a variety of factors, many of which can be improved through design and development improvements. Besides street design, the streetscape, or area on each side of the road, can influence the experience and safety of everyone. The streetscape encompasses sidewalks, driveways, and intersections, and features such as trees and landscaping, lighting, benches, and bus stops. The benefits of good streetscape design: improved safety for all modes, beautification, and whether or not it is safe, comfortable, and interesting for walking and biking.

▶ Strategy 6.15 - Work with developers and property owners to improve connectivity between commercial properties on W 89A.

There are many shopping centers, shops, and restaurants that are not connected, where you can't go from one parking lot to the next.

▶ Strategy 6.16 - Explore transfer of W SR 89A and SR 179 within city limits from State to City jurisdiction.

West 89A is a State highway, which limits what the City can do to make improvements. Changes to the road right-of-way including signage or sidewalks must be vetted and approved by the State. If the City did control the highway, it would be responsible for the roadway - funding for maintenance improvements projects, and additional resources to manage it.

The benefits of city control include improving the safety and experience for walking and biking; landscaping and streetscapes; and working directly with property owners and developers to make improvements. As an alternative or interim measure, the GO! Plan and Transportation Master Plan recommend installing mid-block, signalized crossings designed for safe crossing by pedestrians and cyclists, rather than adding a median and roundabouts.

Did You Know?

- 7 traffic signals (stoplights) added to W 89A since 1991
- Arizona Department of Transportation's spacing guidelines of one signal per 1/4 mile does not allow for additional signals in West Sedona
- 89A was upgraded to a four-lane highway between Sedona and Cottonwood in 2002
- As part of that project a median and wider sidewalks added from Juniper Drive to west of Upper Red Rock Loop Road

<Added by P&Z 2/20/24 (SR 179)

Transferring a Highway to Sedona from the State

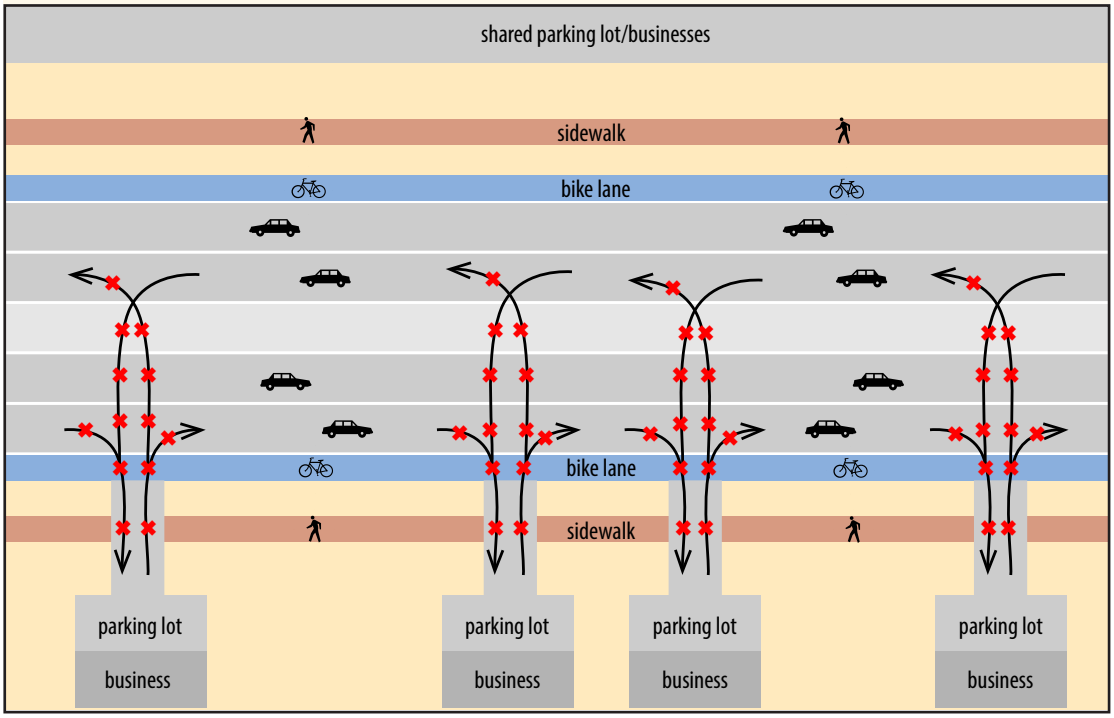
Sedona City Code 2.15.100: Transfer of state routes to the city.
The council shall refer any offer by the state of Arizona for the conversion, exchange, turn-back, conveyance, gift or any other form of transfer of a state route located in the city limits to the city for use or designation as a city street to the qualified electors of the city at a special or general election for approval and acceptance of such offer. Approval and acceptance of any such offer by the city shall require approval by a majority of the qualified electors voting on such referendum. [Approved by voters at November 8, 2011 election. Code 2006 § 2-1-10].

Street Safety for Everyone

The graphic below illustrates all of the potential conflict points (each represented by a red "x") that may be encountered if you are driving, walking, or biking on W 89A. There are a variety of improvements that can be done to minimize risks, such as:

1. Reducing curb cuts/driveways
2. Connecting parking lots
3. Locating driveways on side streets instead of W 89A
4. Replacing center lanes with medians
5. Converting intersections into roundabouts

Figure 6.4. Improving Safety for All Modes



STATE ROUTE 179

SR 179 has seen significant changes over the years, starting out as a simple dirt road, then a two-lane, paved highway. In 1996, Arizona Department of Transportation (ADOT) proposed rebuilding the highway as 4-lanes. The community strongly objected to the design due to concerns that it did not reflect Sedona's values around environmental stewardship, sense of place aesthetics, and viewshed protection. The community organized, and in 2003 ADOT began an extensive new public planning process for the design of this Scenic Byway, which resulted in the current design that was completed in 2010.

▶ Strategy 6.17 - Alleviate congestion around The Y, Schnebly Hill/179 roundabout, and the Brewer/89A roundabout.

Originally proposed in 1996, several studies have recommended an extension of Ranger Road to W 89A, replacing the Brewer roundabout, as another measure to alleviate traffic backups at The Y. This project was in the design phase in 2023. The roundabout would also connect to the Forest Rd extension, under construction in 2023.

History of the Brewer Roundabout

- 1996 proposal for extending Ranger Rd to a roundabout on 89A
- 2008 ADOT builds a roundabout at Brewer/89A instead of extending Ranger to a new roundabout
- 2018 Transportation Master Plan recommends the Ranger roundabout
- 2023 Ranger roundabout in the design phase

Uptown

Over the last ten years, the City's capital improvements program has been focused on improving traffic flow in Uptown. Some of the projects underway or completed:

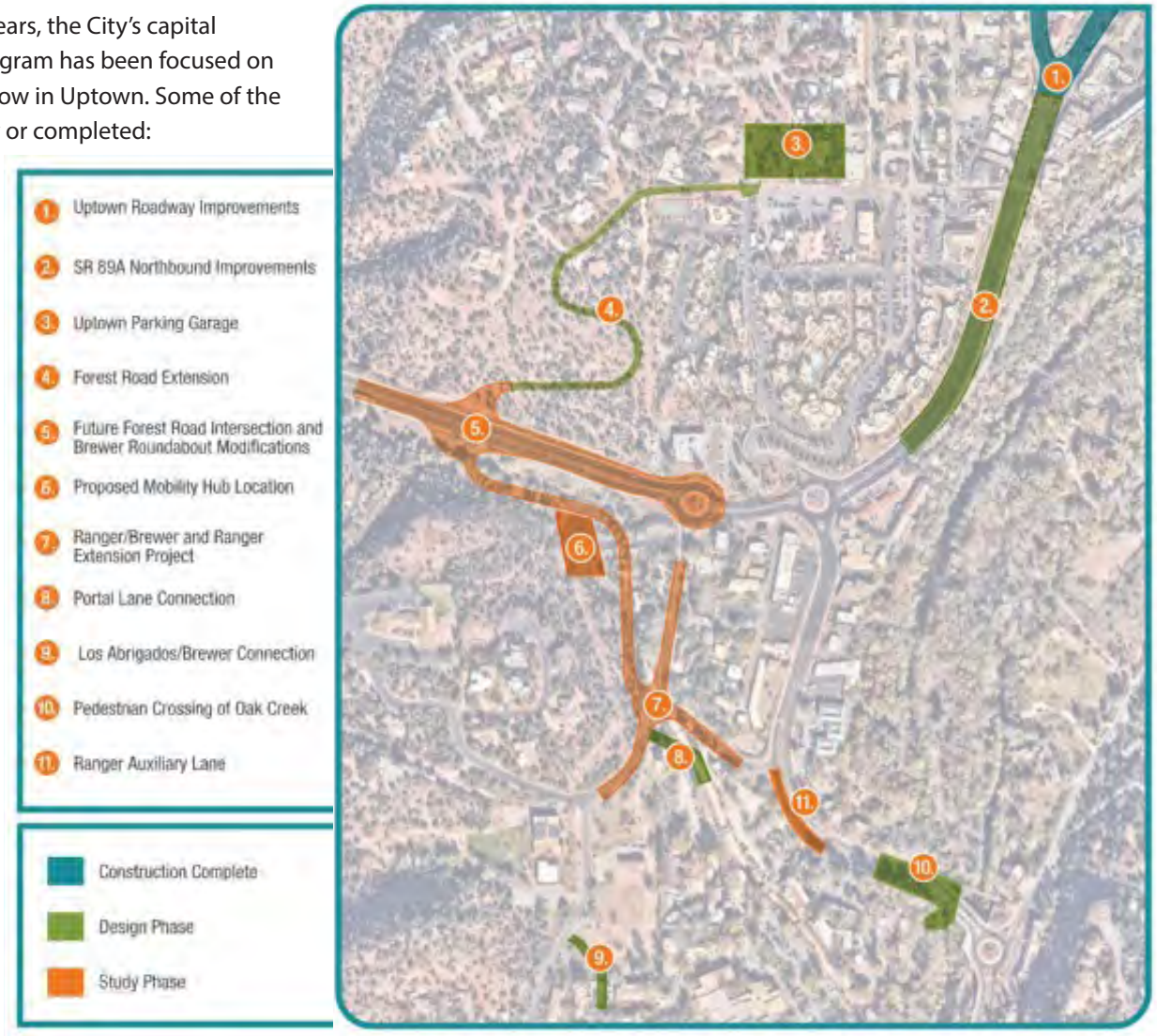


Figure 6.5. Map of Uptown projects that are complete, being designed, or in the study phase.

<u>2020 Main Street Improvements</u>
80% reduction in traffic congestion on 89A after building a median divider/barrier, 2 southbound lanes, 2 roundabouts, and the new Owenby Rd.

<u>2022 Northbound Improvements</u>
18% efficiency improvement in traffic and pedestrian movement from the Amara Lane Intersection Project.

<u>2023-24 Northbound Improvements</u>
50% improvement is expected after adding a left-turn lane, two northbound lanes, and pathway between The Y and Forest Road.

▶ Strategy 6.18 - Develop an integrated area plan that addresses circulation, parking, neighborhoods, and land use for the greater Uptown area.

In 2020, a draft plan was completed for the Uptown Community Focus Area, however City Council chose to put the plan on hold until this Community Plan update was complete. In addition to land use, the draft plan included circulation recommendations on streets, parking, and bicycle/pedestrian improvements. The draft Uptown CFA Plan can be the basis of a more comprehensive effort that goes into more depth on circulation issues.

Parking

More and more cities and towns in the U.S. are moving away from minimum parking requirements to promote walkability, free up space, reduce affordable housing costs, and other redevelopment opportunities. Although this type of parking reform may not work everywhere, the City should investigate removing or reducing minimum off-street parking requirements for properties in commercial, mixed-use areas, and multi-family areas with the potential for significant pedestrian and transit access.

▶ Strategy 6.19 - Evaluate potential alternatives, incentives, and changes to the Land Development Code off-street parking requirements.

An example of the need to address this issue is that the City parking standards are applicable to all commercial projects and do not differentiate between an Uptown versus a West Sedona project need.

▶ Strategy 6.20 - Improve Uptown parking by increasing capacity, consolidating, sharing, and improving access to parking and transit.

Beginning in 2005, the City began studying the parking needs in Uptown and the SR 179 commercial area, most recently completing a parking assessment in 2019. In 2020 the City acquired property and began the design of a parking garage on Forest Road in Uptown. A second siting analysis was completed in 2023. The analysis concluded that:

- Parking consolidation, preferably adjacent to a collector road, would alleviate traffic congestion on local and other Uptown roadways.
- The location of the parking consolidation should be placed on the southwest end of Uptown due to 85% of the trips originating from the west and south.
- Consolidated lots should be located within 0.4 miles of the end destination to improve walkability and bikeability in the Uptown area.
- A complete signage program is needed to better inform and direct tourists.

UPTOWN PARKING ALTERNATIVES ANALYSIS, 2023

At one of the stakeholder workshops for the Uptown Parking Alternatives Analysis, the following summarized recommendations were made to the City:

- Prioritize safety for all modes and preserve resident and emergency vehicle access & egress
- Improve Uptown district walkability, bikeability, and ADA access and promote transit and micro-mobility opportunities
- Make public parking easy to find and navigate
- Right-size public parking in the context of other infrastructure and access investments
- Expand public paid parking and formalize an employee parking permit

▶ Strategy 6.21 - Encourage the use of shared parking agreements.

This could be between private property owners and businesses, or between public and private use. This often works well when the times of use don't overlap, such as an office open during the day and a restaurant open in the evenings. One example is an agreement for public parking at a church, except during church services. Shared parking could be one tool to address the need for trailhead parking.

Circulation Actions

1. Develop Sedona's multimodal system by making progress on all the Sedona in Motion projects, including those identified in other plans such as the GO Sedona Pathways Plan and the Sedona Transit Implementation Plan. Projects include the following:
   - Using advances in technology to improve the functionality of the circulation, parking, and transit system.
   - Improve communication about the purpose and progress of the SIM program, and how to be part of the "SIM Solution", including an online dashboard about the status and progress of each SIM project.
   - Pursue sustainable funding sources for the continued development and operation of Sedona's public transit system.
   - Complete implementation of the Wayfinding Sign Plan.
   - Conduct a street connection feasibility study that evaluates and prioritizes potential connections for vehicles and/or bike/pedestrian use.
   - Extend Ranger Road to a new roundabout at 89A, replacing the Brewer roundabout.
   - Alleviate congestion at the Tlaquepaque crosswalk and Schnebly/179 roundabout.
   - Complete Uptown northbound improvements on N 89A between The Y and Forest Rd.

2. Establish project review standards to ensure City infrastructure projects align with City plans, best practices, and the Land Development Code.

3. Expand the scope of the Uptown Community Focus Area Plan to include more detailed multimodal circulation and parking recommendations.

4. Develop an action plan to improve safety for walking, biking, and using transit. This may include the following: a "Complete Street" safety assessment to prioritize improvements; and in conjunction with ADOT, evaluate options for improving W 89A through West Sedona.

5. Evaluate off-street parking requirements during the Land Development Code update process that will include public and stakeholder input.

6. Develop a city-wide parking plan that incorporates land use, transit, and circulation, guided by Community Plan goals.

7. Environment & Sustainability

Chapter Contents:

- Overview
- Recommended Strategies
- Open Space
- Oak Creek
- Recreation Management
- Resiliency
- Conservation
- Water
- Wastewater
- Energy
- Innovative Building
- Environment & Sustainability Actions

Environment & Sustainability Goal

As responsible stewards of the natural environment, Sedona maintains a lasting water supply, healthy ecosystems, and the ability to adapt to changing conditions.

Overview

ENVIRONMENT & SUSTAINABILITY KEY ISSUES

- Threat of wildfire: Sedona is designated an At Risk Community for wildfire by the Arizona Department of Forestry and Fire Management
- Concerns about limited emergency evacuation routes
- Environmental impacts from recreation such as off-trail use, parking overflow, and OHVs
- OHV noise and traffic through neighborhoods
- Permanent alteration of the landscape due to construction that prioritizes cost over environmental protection
- Aging water and wastewater infrastructure
- The rapid spread of the highly invasive Tree of Heaven (*Ailanthus altissima*)
- Changing climate patterns, such as higher temperatures, more intense storms, and drought (International Panel on Climate Change 2023 Report)

SYNOPSIS 2013 - 2023

- 2017: Wastewater Master Plan updated
- 2019: Created City Sustainability Program, with 3 full-time employees as of 2023
- 2020: Municipal Sustainability Plan completed. (2013 Community Plan Action Item E.7)
- 2021: Climate Action Plan completed (2013 Community Plan Action Item E.7)
- Adopted the International Energy Conservation Code (IECC). (2013 Community Plan Action Item E.5)
- 2023: Evacuation and Re-entry Plan added to the Emergency Operations Plan

Open Space

The City's open space inventory comprises an impressive 52% open space within City limits. This was a point of pride and defining feature of the newly incorporated city. However, as the city approaches build-out, more innovative strategies will be needed to maintain public open space.

▶ Strategy 7.1 - Partner with the Forest Service to ensure National Forest lands within City limits remain public open space and not exchanged for private development.

49% of land within the city limits is National Forest. This is the realization of one of the city's original goals outlined in the first Sedona Community Plan in 1991. In 1998, the Forest Service amended the 1987 Forest Land Management Plan to protect National Forest lands within and around Sedona (known as Amendment 12). This was an important accomplishment considering there was a Forest Service proposal to exchange several tracts of National Forest to allow for future development. In subsequent plans, the Forest Service continues to restrict land exchanges in the Sedona area.

▶ Strategy 7.2 - Encourage development projects to preserve natural areas.

Properties with significant natural resource values such as the riparian habitat of Oak Creek should be preserved and maintained in a natural state. Development should also take into consideration designing a project to preserve scenic views of the site visible from highways, scenic vistas, and gateways into the community. One method of accomplishing this is with cluster development that concentrates buildings in a smaller area in order to retain the remainder of the site as protected open space.

▶ Strategy 7.3 - Support the retention of open space between communities, especially along W 89A between Cottonwood and Sedona.

This is a recommendation from previous regional planning efforts that saw the value of retaining open space between Verde Valley communities. The majority of this corridor is National Forest, however there is land that could be developed, such as State Trust Land, private property, and City of Sedona owned property associated with the Wastewater Treatment property. Future development of this property in particular should be carefully evaluated, with consideration given to Community Plan recommendations.

SEDONA OPEN SPACE

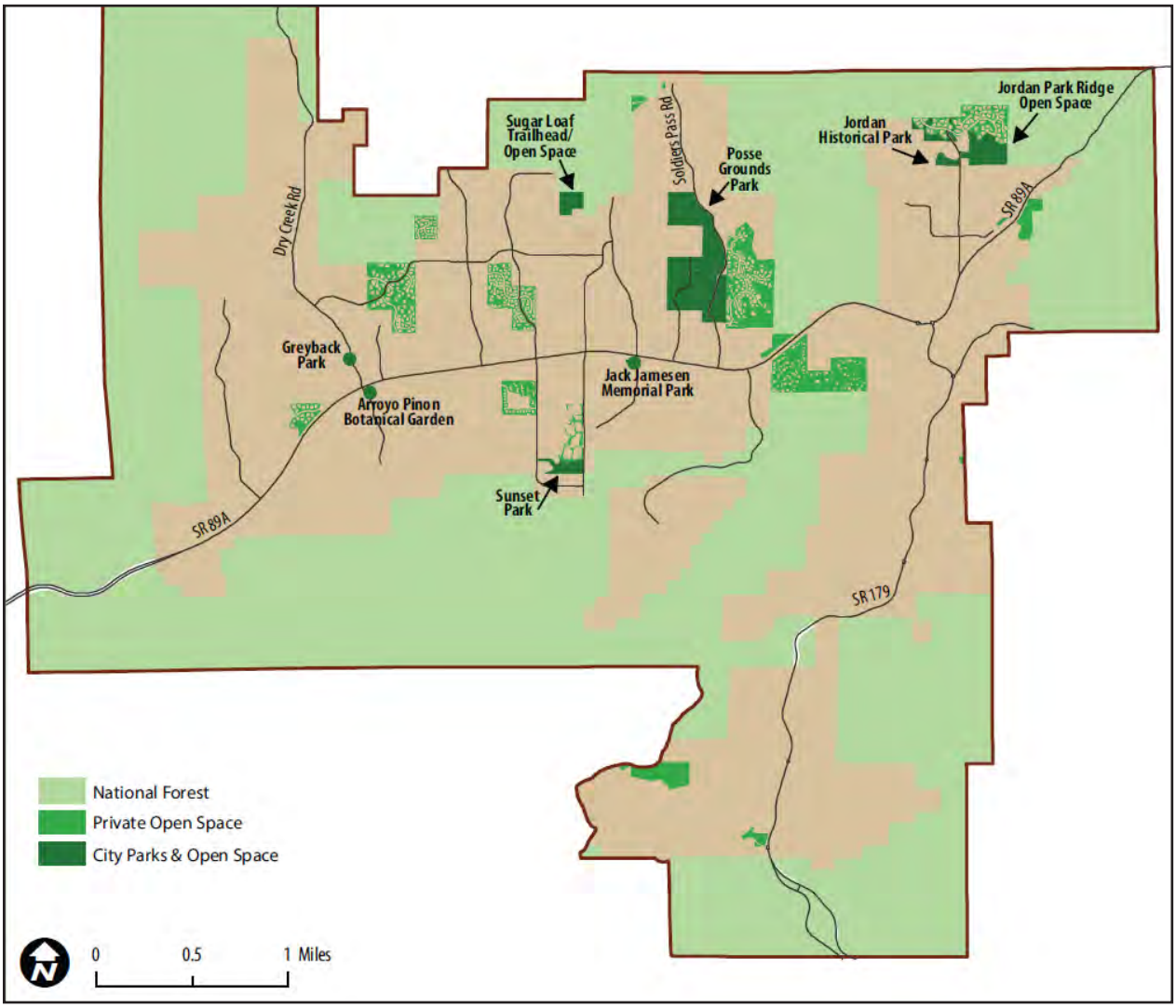


Figure 7.1. Dedicated open space and public land in the City of Sedona

Open Space Inventory

Total Acres: 6,069

- National Forest 5,736 acres
- Private Open Space 243 acres (such as Homeowners Associations dedicated open space tracts)
- City Parks & Open Space 126 acres
  - Posse Grounds Park 79 acres
  - Jordan Park Ridge/Glen 25 acres
  - Sugar Loaf Trailhead 9 acres
  - Sunset Park 7 acres
  - Jordan Historic Park 5 acres
  - Ranger Station Park 3.5 acres
  - Jamesen Park 0.4 acres
  - Arroyo Pinon Botanical Garden 0.2 acres
  - Greyback Park 0.1 acres

Oak Creek

Oak Creek is one of the reasons people settled in what later became known as Sedona. The waters of Oak Creek supplied drinking water, and irrigation for crops and orchards. There are still remnants of those days, such as pumphouses and irrigation ditches. Today, the only way to visit Oak Creek within city limits is to stay at one of several resorts on the creek, and the remainder of the creek is private property - mostly houses.

"[It's important to preserve] our bountiful natural assets for now and future generations, including but not limited to water conservation, and the protection of Sedona's surrounding land and its forests over which we have some control."
- Public comment

▶ Strategy 7.4 - Preserve and restore the Oak Creek corridor floodplains and riparian areas from the impacts of development.

The majority of Oak Creek flows past resorts and houses along the banks of the creek. In some cases, buildings or improvements like decks and patios are just feet away from the water. There are several areas of abandoned hotels and RV parks on the creek (privately owned), which are being marketed for development. There is time to ensure the riparian areas are preserved and buildings are built outside the floodplain. If these properties must be developed (private property owners have the right to build), it can be done in an environmentally sensitive way.

▶ Strategy 7.5 - Protect the water quality of the Oak Creek watershed.

The causes of contamination include waste from wildlife, humans, dogs, livestock, septic systems, recreation, and agriculture. Stormwater can carry pollutants such as pesticides and oil, as well as trash and other debris. Efforts are underway, led by the Oak Creek Watershed Council, to counteract these impacts through education and outreach, and through projects such as installing more public toilets, trash receptacles, and dog waste stations.

Recreation Management

Natural areas and neighborhoods need to be protected from the impacts of recreation, including noise, invasive plants/animals, dust, and pollution.

> *"The large amounts of people treading through (or camping in, riding through, or driving through) the National Forest lands can degrade the ecosystem if not doing so respectfully."*
>
> *- Public Comment*

▶ Strategy 7.6 - Foster responsible recreation through educational messaging and wayfinding.

Social media has led visitors to places not on designated trails nor endorsed by the Forest Service. Educational messaging, signage, and marketing is improving, however more can be done to inform people how to recreate responsibly, where to go, how to get there, and directional signs on the trails. See Economy & Tourism chapter for more information.

▶ Strategy 7.7 - Engage in partnerships that work to protect and restore the environment from the impacts of outdoor recreation.

Outdoor recreation is cross-jurisdictional (National Forest/City of Sedona) thus management must occur as a partnership process to continually improve management. To be most effective, it should also include businesses, non-profits, and the Chamber, including the many organizations that organize volunteers to help with fundraising and on-the-ground projects.

See Economy & Tourism chapter for more information.

Resiliency

It is increasingly important for leaders and the community to understand how to adapt and be prepared to handle disruptive events such as wildfire, flooding, severe drought, etc.

What is a Resilient Community?

"Community resilience is the ability of a community to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions." (Federal Emergency Management Agency)

▶ Strategy 7.8 - Increase community capacity and awareness of climate change risks and impacts.

Sedona is facing what is likely to be a hotter and drier future with more wildfires and subsequent increase in severe flooding, as seen in the International Panel for Climate Change 2023 Report and recent events. Awareness in the community is essential to make changes to protect the City and its natural environments into the future.

▶ Strategy 7.9 - Identify and target support for at-risk populations, including those who don't speak or read in English.

According to the U.S. Department of Health and Human Services, at-risk populations are "people with access and functional needs (temporary or permanent) that may interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency". The City of Sedona has several plans that address the agency and partner's roles in preventing, preparing for, and recovering from emergency situations or hazard events however the communications have not always been accessible to everyone.

🌐 City of Sedona
www.sedonaaz.gov/emergencymanagement

▶ Strategy 7.10 - Implement Firewise USA® practices and programs in partnership with the Sedona Fire District , Coconino National Forest, residents and other property owners.

The Firewise USA® recognition program provides guidance to homeowners, neighborhoods, and communities on what can be done to reduce wildfire risk. As a homeowner, examples are to establish clear zones around your house, and use fire resistant landscaping and building materials. To be a Firewise Site, a set of voluntary criteria must be met annually including convening a volunteer committee, conducting an assessment of wildfire risk, and completing recommended actions such as removing yard debris. As of 2023, there was only one Firewise USA® site in Sedona:

- Cottages at Coffeepot Homeowners Association

Firewise Communities
www.firewise.org

See Innovative Building section for more on wildfire risk reduction.

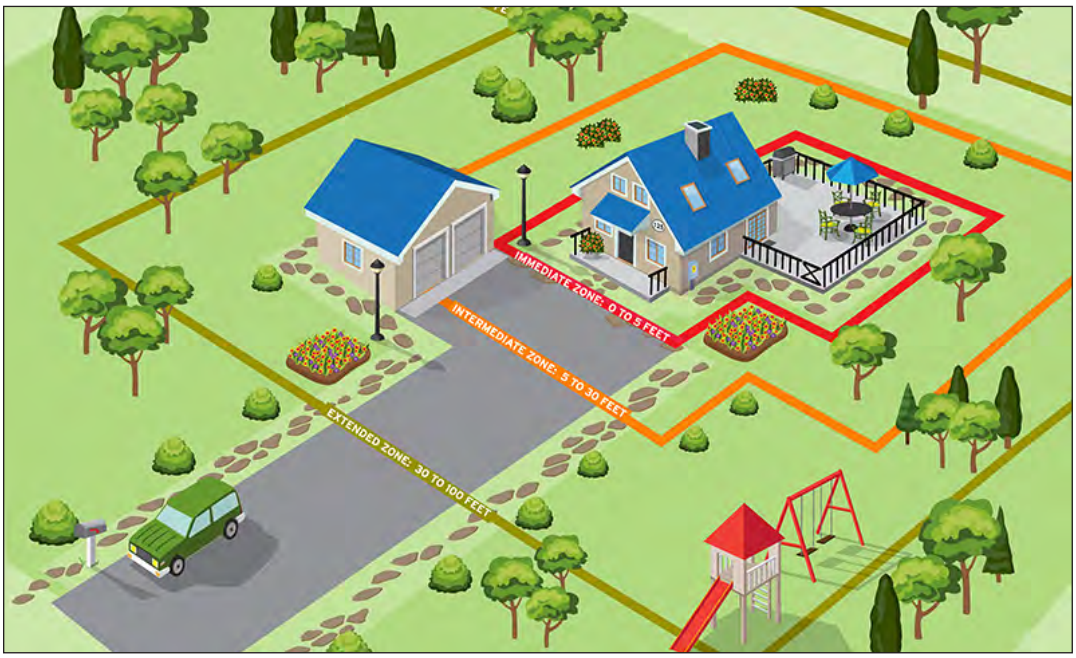


Figure 7.2. Clearance zones around homes and structures.
Source: National Fire Protection Association. www.nfpa.org or www.firewise.org

Water Conservation

The majority of the potable water supply for Sedona is from groundwater wells owned and managed by the Arizona Water Company, and to a lesser extent the Oak Creek Water Company.

▶ Strategy 7.11 - Reduce residential and commercial water use.

The Arizona Water Company has partnered with the City and others to develop a Joint Water Resource Program and Integrated Demand Management Program. This will guide water conservation efforts, education, and assistance, especially for residents, businesses, and large resorts. Finding and resolving water leaks is one method of reducing water use, which can happen with landscaping irrigation leaks or malfunctions, or dripping faucets in houses. It can also happen as a result of aging water system, the needs to be addressed by the water providers, Arizona Water Company and Oak Creek Water.

▶ Strategy 7.12 - Participate in regional and statewide water planning efforts.

To ensure an ample supply of clean water for future generations, a multi-pronged regional approach is essential. Verde Valley communities, including Sedona, have formed partnerships to address various water resource issues.

Wastewater

The transport, treatment, and use of wastewater is an important component to ensuring a sustainable water supply and healthy ecosystem.

See Wastewater Master Plan. NEED LINK

▶ Strategy 7.13 - Address aging wastewater infrastructure.

The City established its sewer system in 1993, and while many areas have been converted from septic systems, the sewer infrastructure is now aging and components will need to be replaced and/or upgraded to ensure proper containment and transport of effluent.

▶ Strategy 7.14 - Reuse treated wastewater (effluent) for beneficial use and to recharge groundwater.

The City currently disposes of treated effluent in several ways: wastewater ponds, spray irrigation, injection wells, reuse for fighting wildfire, and in construction projects. The challenge in reusing effluent from the City's Wastewater Treatment Plant at a larger scale is distributing and pumping the water back to the city, 4 miles uphill at a significant cost.

Energy Conservation

Reducing energy use and increasing energy efficiency is a goal for all commercial, residential, and public facilities.

▶ Strategy 7.15 - Greenhouse gas emissions and energy use are reduced in all city operations, procedures, and procurement.

Conserving energy will reduce costs while decreasing the use of fossil fuels and resulting pollution. Improving the efficiency of buildings can reduce the need for heating and cooling and result in lower utility bills.

▶ Strategy 7.16 - Maximize renewable energy generation and storage capacity, such as EV chargers, solar panels, etc.

Solar power is already in use by many homes and businesses. The City's Sustainability Program is providing resource assistance to locals interested in solar photovoltaic (PV) systems for their homes or businesses.

▶ Strategy 7.17 - Educate, support, and assist property owners with converting exterior light fixtures.

The City of Sedona was designated the world's eighth International Dark Sky Community in 2014 by the International Dark-Sky Association through a partnership with Keep Sedona Beautiful.

Sedona amended the Land Development Code § 5.8 in 2023 to address older, non-compliant, exterior lights.

"All lighting that does not conform to all provisions of this Code shall be brought into compliance by January 1, 2028. Until this time, no modification or replacement shall be made to a nonconforming fixture unless the fixture thereafter conforms to the provisions of this Code, except that identical lamp replacement is allowed".

What is Dark Sky Lighting?

Responsible outdoor lighting is:

- Useful - All light should have a clear purpose
- Targeted - Light should be directed only to where it's needed
- Low level - Illumination should be no higher than necessary
- Controlled - Light should be used only when it is useful
- Warm-colored lighting

- Dark Sky International: www.darksky.org

"[Our focus is on an] equitable transition to clean, reliable, and affordable energy. Shifting our building energy sources from fossil fuels to clean electricity sources like wind and solar will be critical in meeting our long-term goals [to reduce emissions by 50% by 2030]. Making this shift will require that we continue to reduce building energy demand, introduce incentives for building electrification, and expand renewable energy and battery storage infrastructure."

- Sedona Climate Action Plan

Innovative Building

Environmental stewardship is one of the core values of our community, thus it should be evident in the built environment, whether construction, infrastructure, or maintenance.

▶ Strategy 7.18 - Design and build all projects utilizing innovative, green building methods and materials

Innovative building, or green/sustainable building, uses design practices and construction methods and materials responsibly and efficiently. This can result in lower operating costs, potentially less maintenance, and reduced local and global impacts. Examples:

- Efficient use of energy and water that may include passive methods or technology
- Healthy indoor systems with minimal pollutants
- Renewable or sustainable materials with minimal waste

▶ Strategy 7.19- Encourage, and in some cases require, new and redevelopment projects to include wildfire risk reduction measures in design and construction.

The Sedona Fire District has a Wildland Urban Interface code that includes standards for design and construction of new developments. In 2018, the City's Land Development Code was modified (for example reducing the amount of required landscaping).

▶ Strategy 7.20 - Locate and design buildings* to maintain, restore, or enhance natural areas with minimal disturbance.

A healthy environment is reliant on maintaining the natural functions of the ecosystem that native plants and wildlife depend on. While preserving the landscape in its natural state is preferred, landscaping with native plants can reduce water consumption while providing wildlife habitat.

*Projects may be City of Sedona or development on private land

Did You Know?

Keep Sedona Beautiful was instrumental in developing the city's first Land Development Code which relied on their design guidelines for an environmentally sensitive land ordinance and design review manual. Elements of these have since been incorporated into the current Land Development Code.
https://www.keepsedonabeautiful.org/

▶ Strategy 7.21 - City properties should set the example for designing for a sense of place with environmentally responsible and innovative building and landscaping projects.

City parks, City Hall, street landscaping, and capital improvement projects are ideal for demonstrating environmental stewardship. These are opportunities to educate the public and developers on the value of planting with native plants as well as appropriate low-water use, adaptive plants.

▶ Strategy 7.22 - Manage stormwater to reduce the impacts of flooding while retaining the environmental benefits of stormwater by using green infrastructure design.

Also known as low impact development, the intent is to capture the water on-site to allow infiltration rather than funneling it elsewhere. Just as in nature, plants and rocks can slow the movement of stormwater, recharge groundwater, and discourage erosion. Simultaneously, that slowed stormwater can irrigate landscaping and provide wildlife habitat that blends with the natural environment. This may be as simple as adding a curb cut that allows water to collect in a median or strip of landscaping between a street and sidewalk.

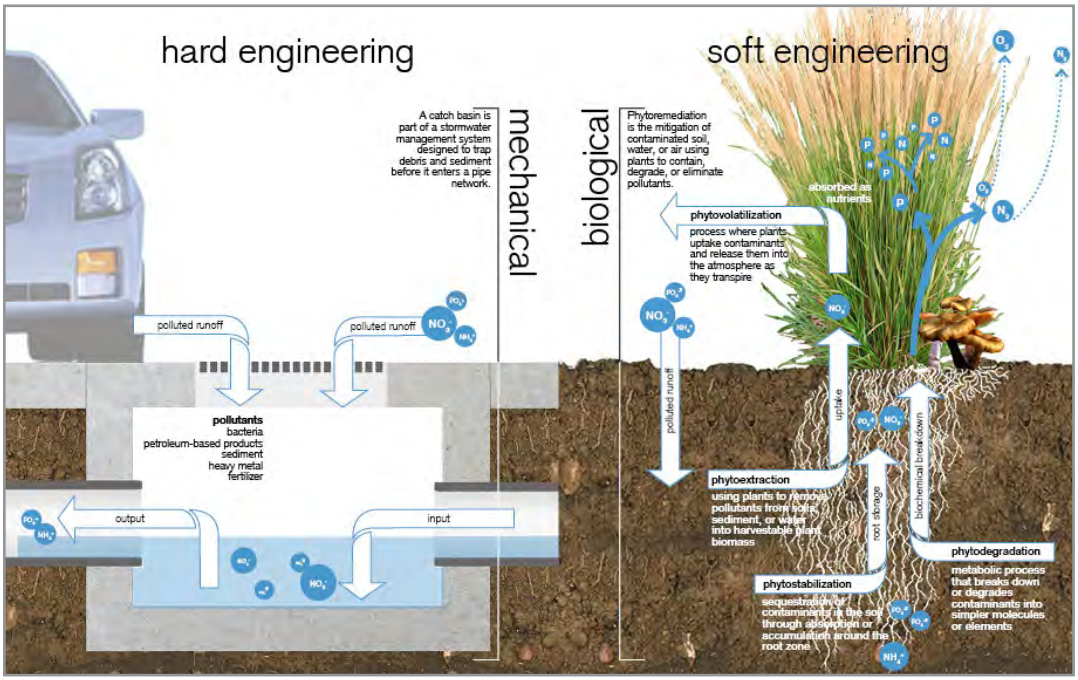


Figure 7.3. Low Impact Development - comparison of traditional vs natural solutions to stormwater management. University of Arkansas Community Design Center http://uacdc.uark.edu/work/low-impact-development-a-design-manual-for-urban-areas

Environment & Sustainability Actions

1. Establish procedures to ensure emergency communications and materials meet accessibility standards and are in both English and Spanish.

2. Amend the Land Development Code to reduce wildfire risk of new development and redevelopment.

3. Establish a citizen/stakeholder work group to strategize implementation of the Firewise Program in neighborhoods throughout the City.

4. Implement a recreational wayfinding plan that includes trailheads and trails, in partnership with the National Forest for a seamless cross-jurisdiction signage system.

5. Continue to support and participate in inter-agency, non-profit, and stakeholder collaboration efforts that address environmental and recreational issues. *<Merged 5 and 6*

6. ~~Support and partner with non-profit organizations dedicated to addressing the impacts of recreation on the environment.~~

7. Support and expand the Oak Creek stewardship initiatives of the Oak Creek Watershed Council, Friends of the Verde River, other organized groups, and property owners and developers.

8. Pursue working with property owners and developers to ensure future development preserves the Oak Creek corridor; including the potential for city acquisition for permanent protection. *<Added by P&Z 2/20/24*

9. Work with partners to develop an Oak Creek watershed plan that identifies ways to work with property owners to restore and protect the creek ecosystem.

10. Investigate strategies for either incentivizing or regulating water conservation measures, and addressing an aging water system. *<Added by P&Z 2/20/24*

11. Identify appropriate standards for water conservation that can be applied during the development review process.

12. Encourage water use audits to help identify water leaks and high use fixtures.

13. Implement a green building program that includes education, standards, and incentives coordinated with the Sedona building code.

14. Invest in community resilience hubs, which are places that support residents with coordinated communication, distribution of resources, and serves before, during, and after a natural hazard event. See www.usdn.org/resilience-hubs.html

15. Create landscaping guidelines for developers and residents that address preserving natural areas, native plants, and xeriscape practices.

16. Improve the City's capacity to incorporate natural resource management best practices in design, construction, maintenance, and operations.

17. Develop a resource guide and development standards for low impact development/ green infrastructure methods of managing stormwater.

18. Initiate partnerships to develop a city-wide weed management plan that includes business and resident education and volunteers.

19. Partner with Verde Watershed Restoration Coalition to expand invasive species education to Sedona.

20. Explore and implement incentives, rebates, and other ways that support energy and water conservation improvements.

21. Investigate additional public/private partnerships for water conversation. *< P&Z Additions, 2/20/24*

22. Evaluate linking wastewater rates to water use to encourage water conservation.

23. Investigate waste management (trash hauling) alternatives that are more efficient and sustainable.

8. Economy & Tourism

Chapter Contents:

- Overview
- Recommended Strategies
  - Economic Initiatives
  - Tourism & Visitor Management
  - Economy & Tourism Actions

Economy & Tourism Goal

Sedona's economy is resilient and sustainable, and tourism is managed to ensure a healthy balance between environmental stewardship, community quality of life and visitor experience.

Overview

ECONOMY & TOURISM KEY ISSUES

- Lagging transportation and infrastructure
- Inadequate healthcare facilities with lack of available physicians
- Inadequate assisted living facilities motivating aging residents to leave
- Lack of available employees
- The increasing number of visitors to Sedona leading to damage to the National Forest, reduction in community quality of life and sense of community, and increased traffic and parking challenges
- The Instagram effect of unmanaged advertising to scenic hotspots, often leading visitors to locations unable to handle the traffic, parking, waste, and foot/bike traffic
- Conversion of residential housing into short-term vacation rentals (STR) has increased the number of relatively unregulated "hotel rooms"
- Safety issues as a result of the State's limitation on a city's ability to regulate, as well as a proliferation of "work without a permit"

"[Find] ways to keep both the tourists and the residents happy. Those who live here need to understand the importance of our visitors, and also need to have quality of life as a resident."

- Public Comment

SYNOPSIS 2013 - 2023

- 2010: Instagram social media platform launched and grew to become one of the most significant influences on the travel industry
- 2013: Residents alerted City Council to their concerns about the proliferation of OHV rentals on city streets
- 2017: The use of residential housing for short-term vacation rentals became legal as the State of Arizona overturned the City's prohibition on rentals of less than 30-days
- 2023: The City of Sedona and the Chamber of Commerce end their long-standing agreement
- 2023: The City of Sedona launched a new Tourism Program and became the designated Destination Management and Marketing Organization (DMMO) and as such, an official partner of the Arizona State Office of Tourism

Economic Initiatives

Sedona's future lies not only in building a sustainable regional economy, but also in building a more diversified, and thus resilient economy.

▶ Strategy 8.1 - Engage with Verde Valley communities to build a resilient and sustainable regional economy.

Building a sustainable regional economy will require that Sedona participate with partners in the Verde Valley region such as public agencies, non-profits, coalitions, and groups like the Verde Valley Regional Economic Organization (VVREO). These partnerships can collectively develop and provide programs and support services for all sectors of our region' s economy.

▶ Strategy 8.2 - Grow a more diversified economy in Sedona.

In order to diversify the economy over the next 10 years, two things need to be accomplished: the workforce will need affordable housing, and businesses need broadband. Housing should be addressed at both the local Sedona level and the regional Verde Valley to meet projected housing needs. As of 2023, the City has been actively working on bringing broadband to Sedona.

▶ Strategy 8.3 - Prioritize affordable housing to attract and retain employees in Sedona.

Sedona has always found it challenging to attract and retain employees due to the higher than average cost of living. Since the COVID Pandemic, those issues have been exacerbated by a shortage of employees nationwide. The increase in short term rentals has also decreased the availability of long-term rental properties.

See Housing chapter

"The Verde Valley embraces a shared economic agenda. Government, business, land owners, developers, educators and civic leaders are united and mobilized to achieve measurable results. There is a team spirit to achieve the vision of economic prosperity. Collaboration between communities and regional organizations is second nature to ensure the integration of actions and investments to accomplish specific objectives."

-Verde Valley Regional Economic Organization Strategic Plan

▶ Strategy 8.4 - Collaborate with regional partners and the healthcare industry to ensure the availability of medical providers in the Verde Valley.

The number of healthcare providers, doctors, and dentists offices in Sedona has been decreasing over the years. This means that residents must go to Cottonwood, Flagstaff, Prescott, or Phoenix. Access to healthcare is a growing issue in smaller, more rural towns across the country. This is also a regional problem that is best resolved by a coalition of neighboring communities working together.

▶ Strategy 8.5 - Work with public and private partners to build broadband, fiber optic infrastructure throughout the City.

According to the National Digital Inclusion Alliance, in 2017 (most recent data available) residential access to broadband such as cable and fiber optic in Sedona was between 70-80 percent. Three broadband providers have speeds of at least 25 Mbps downstream / 3 Mbps upstream, which is considered reasonable standard for streaming. However, with the continuing growth of remote workers, Sedona will need to expand broadband coverage and encourage providers to increase their speeds in order to stay ahead of the technological curve and build a thriving economy.

▶ Strategy 8.6 - Support programs that assist local businesses, entrepreneurs, telecommuters, and home based workers.

There is a need to work with the Chamber of Commerce, the Verde Valley Regional Economic Organization, and others to support the business community.

▶ Strategy 8.7 - Support business prosperity by connecting the community to local tourism businesses.

Since tourism can fluctuate, a more resilient economy has strong community connections between local businesses and residents, who can help bridge that gap while also fostering a stronger sense of unity.

Tourism & Visitor Management

There are two aspects to tourism and visitor management, one is focused on the marketing and messaging before people get here (they may see an ad or are planning a trip), and the other is visitor management during the time they are in Sedona. It is essential that both are addressed in coordination.

Visitor management must be incorporated into nearly all City programs: circulation (finding their way around town, traffic, parking, using transit), environment and sustainability (responsible recreation), community (neighborhood impacts), and housing (impacts of short-term rentals).

▶ Strategy 8.8 - Ensure resident's quality of life by taking a comprehensive, coordinated approach to visitor management to control the adverse impacts of tourism on our community.

The way to boost community and quality of life is to carefully and strategically manage tourism. To succeed at serving the community, residents need to see that the City is supporting residents by managing tourists.

▶ Strategy 8.9 - Proactively manage and market Sedona as a community that values the protection of the environment and a positive visitor experience.

In 2023, the long-standing contract with the Sedona Chamber of Commerce and Tourism Bureau was not renewed. This prompted the City to establish a new tourism marketing and management program. With the help of the new Tourism Advisory Board, the new program will focus on: Tourism Strategic Plan, brand/identity development, summer marketing campaign(s), and updating the Sustainable Tourism Plan.

City of Sedona Tourism Program Launched in 2023

- Designated "Destination Management and Marketing Organization" (DMMO), an authorized partner of the Arizona Office of Tourism
- Hired Tourism and Economics Initiatives Coordinator
- Tourism Advisory Board established
- Created websites:
  - ScenicSedona.com
  - SunnySedona.com
- Enhanced messaging to Recreate Responsibly, Leave No Trace, etc.
- Began data collection and analysis of past and current visitation
- New business database with over 500 tourism-related businesses signed up in 2023. Businesses are featured on the new website and are eligible to receive leads and opportunities from the professional travel industry.

▶ Strategy 8.10 - Strive to find a balance between community quality of life and a healthy tourism economy, engaging both concerned residents and business owners in future decision making.

See Environment and Sustainability chapter, Recreation section

The impacts of tourism on the community that pose a challenge to Sedona include traffic and parking issues, lack of housing, seasonal lulls in patronage, and environmental degradation. Tourism must be managed to mitigate these challenges through proactive communications, educational campaigns for tourists, and strengthening connections between the community and local businesses.

▶ Strategy 8.11 - Ensure that destination marketing promotes responsible tourism through strategic and innovative messaging to better manage the impacts of tourism.

Editing Note:
Merged similar policies

The City intends to be strategic about attracting specific visitors during slower times, with targeted messaging that emphasizes low-impact tourism and recreation. Collaborating with front-line stakeholders, land managers, and other partners can provide consistent and effective messaging that must balance the need for environmental stewardship, resident quality of life, and a healthy tourism economy.

"There are too many visitors who have little awareness and concern about protecting the natural wonder that is Sedona. There are many places around the globe that make their visitor focus on ecotourism. I would like Sedona to take that approach with our future - we can provide education and shift our focus from wild and rowdy to a peaceful appreciation of the quiet, dark sky, arts, culture, and natural world."

- Public Comment

Economy & Tourism Actions

1. Continue to participate in partnership programs such as the Verde Valley Regional Economic Organization (VVREO).

2. Continue efforts to build affordable housing, in the city and regionally.

3. Follow through on efforts to bring broadband to Sedona.

4. Support initiatives and partnerships serving local businesses and community.

5. Develop a Tourism Strategic Plan that will outline the initial direction for the Tourism Program.

6. Develop Tourism Marketing Plan that will outline marketing goals on how and when to market such a fragile environment both from a landscape and community sentiment standpoint.

7. Develop a tourism branding plan that outlines what Sedona is as a destination and how to communicate this with the world.

8. Proactively enter the social media influencer culture to counteract the unintended consequences of social media, including partnering with established influencers.

9. Collaborate with other organizations, agencies and businesses to track tourist numbers and trends.

10. Strategically schedule events, activities, and marketing more broadly across the year to relieve congestion. See the Community chapter.


PLAN
your
SEDONA

9. Implementation

Chapter Contents:

- How the Plan is Implemented
- Plan Administration
- Plan Amendments
- 2013 Community Plan Implementation
- Implementation Strategies
- Implementation Actions

How the Plan is Implemented

This portion of the Plan details how both the public and private sector contribute to turning the Plan into action. Over the next 10 years the Plan will influence other more specific plans, the Land Development Code, and Capital Improvements Programming.

COMMUNITY PLAN ACTION PROGRAM AND DETAILED PLANS

Many of the actions proposed in this Plan call for more specific planning to further define how the goals, strategies, and actions will be achieved. These more detailed plans may relate to particular geographic areas or topics, such as the proposed West Sedona Corridor CFA.

LAND DEVELOPMENT CODE

The City of Sedona Land Development Code contains zoning district regulations, subdivision regulations, procedural requirements, and development standards applicable to nearly all projects proposed by developers and builders. The provisions of the Land Development Code are to be consistent with and conform to the Community Plan and related specific planning. Upon completion of this Plan, there may need to be updates to the Land Development Code to reflect the Plan's recommendations, thus it is a key tool to implement the Plan.

PRIVATE SECTOR

Many of the Plan recommendations are implemented with new development or redevelopment proposals that must conform to the City's Land Development Code. There also may be incentives identified in CFA Plans that can influence a project. Incentives may include flexibility on certain development standards provided in conjunction with benefits to the community.

CAPITAL IMPROVEMENTS PROGRAM

The Plan also guides the preparation of the City's Capital Improvements Program (CIP), a ten-year plan that identities the capital projects and equipment and infrastructure investments that will be made by the City along with the priority, projected costs and funding sources for each project. The CIP is updated annually by the City Council with public participation. As provided in Arizona State statutes, the Planning and Zoning Commission then reviews the CIP to determine the conformity of the proposed capital projects with the adopted Community Plan. The City Council then approves the CIP.

Plan Administration

COMMUNITY PLAN ADOPTION/RE-ADOPTION

As required under Arizona Revised Statutes (A.R.S.) 9-461.06, the adoption or re-adoption of a general plan (Sedona's "Community Plan") is subject to:

- Public participation procedures adopted by the City Council
- Approval by an affirmative vote of at least two thirds of the members of the Sedona City Council
- Updating at least once every ten years

SPECIFIC PLANS

Community Focus Area (CFA) Plans are Specific Plans (addressed in A.R.S. Section 9-461.08 and .09) involving public participation in more detailed planning to implement the Community Plan through detailed Strategy direction for smaller areas of the City. In addition to recommending appropriate locations for different land use types, Specific/CFA Plans may guide building locations, placement of public facilities, and other issues appropriate to the area.

A Specific/CFA Plan is incorporated into the Sedona Community Plan by reference and is considered an implementation tool of the Sedona Community Plan. Specific/CFA Plans may be considered by the Planning and Zoning Commission and City Council at any time and are adopted by a majority of the City Council.

Plan Amendments

MAJOR AMENDMENTS

As defined by A.R.S. 9-461.06, a major amendment is defined as a substantial alteration of the City's land use mixture or balance as established in the Community Plan's Land Use Element, and may be specific to Future Land Use Map changes. It is up to the City to develop criteria that meet this definition. The State requires that all proposed Major Amendments to the Community Plan:

- Are subject to public participation procedures adopted by the City Council
- Shall be presented at a public hearing within 12 months of when the proposal is made
- Be approved by an affirmative vote of at least two thirds of the members of the City Council
- May be initiated by the City or requested by the private sector

MAJOR AMENDMENT CRITERIA

The following criteria will be used to determine the need for a Major Amendment. These criteria do not apply to amendments proposed in conjunction with a Specific Plan (Community Focus Area Plan). Amendments in conjunction with these Specific Plans are all considered Minor Amendments.

1. A change to the Future Land Use Map where:

    - The land area is greater than 5 acres for changes to a non-residential land use designation, or
    - There is a change in the land use designation from: Any land use to Commercial/Lodging

2. A modification to the text of the Community Plan that proposes:

    - A change in the density ranges within the residential land use designations or a change in the intensity of use in any land use designation
    - Substantial changes to goals and strategies in the Land Use or Housing chapters
    - Addition of a new land use designation

MINOR AMENDMENTS

Minor Amendments are changes other than a new or re-adopted Plan or Major Amendment. Minor Amendments may be considered and approved at any time by the City Council. Minor amendments are subject to public participation procedures adopted by the City Council.

ONGOING REVIEW

The City should conduct periodic reviews of the Community Plan to evaluate the following:

- Specific Action Items
- Potential Amendments
- Actions called out in A.R.S. Section 9-461.07, such as the preparation of an annual report on the progress of applying the Plan

2013 Plan Implementation

The following are highlights of the completed action items from the 2013 Community Plan.

Circulation

- Completed Transportation Master Plan
- Completed Uptown Improvements
- Completed Transit Study
- Hired Transit Manager
- Launched trailhead shuttle system
- Completed GO Sedona Pathways Plan
- Constructed Thunder Mt/Sanborn and other shared use paths
- Established in-lieu fee for Uptown
- Acquired land and began design of a parking garage on Forest Rd
- Began construction of the Forest Road extension

Community

- Acquired Historic Ranger Station property in 2014
- Park Master Plan completed in 2016
- Park construction and historic building renovations to be complete in 2024

Environment

- Established Sustainability Program
- Expanded Sustainability Program staff to 3 employees
- Completed Climate Action Plan
- Completed Municipal Sustainability Plan
- Adopted the International Energy Conservation Code (IECC)

Economic Development

- Hired Economic Development Director
- Completed Economic Diversification Plan

Land Use & Housing

- Land Development Code updated
- Completed housing study
- Hired Housing Manager
- Completed CFA Plans: Soldiers Pass, Schnebly Hill, Cultural Park (Western Gateway), Sunset Live/Work, Uptown (draft)

Implementation Strategies

- **Strategy 9.1 -** Identify and use a variety of sources to finance necessary City services, facilities, equipment, and infrastructure that meet community needs.
- **Strategy 9.2 -** Support funding mechanisms that are beneficial to development and bear a reasonable relationship to the burden imposed on the City to provide additional necessary public services.
- **Strategy 9.3 -** Ensure the annual capital budget and City project priorities align with the Community Plan.
- **Strategy 9.4 -** Require development to pay its fair, proportionate share of service and infrastructure costs through development agreements, development impact fees, and other appropriate methods.

Implementation Actions

1. Periodically review and adjust the City's development impact fees ordinance to ensure that the City collects sufficient funding to construct additional infrastructure needed to serve new residents and businesses developing in Sedona.

2. Establish procedures for the review of Capital Improvements and other City projects and programs to ensure alignment with the Community Plan and Land Development Code.

3. Establish procedure for the periodic review of the Community Plan status with City Council.

Draft Future Land Use Map, Sedona Community Plan
Updated March 5, 2024

Schnebly CFA Plan

Soldiers Pass CFA Plan

Sunset CFA Plan

Western Gateway CFA Plan

Legend

- Community Focus Area Plan (CFA)
- Community Focus Area (CFA) Future Planning Area

Residential

- Single Family Very Low Density (0 to .5 DU/AC)
- Single Family Low Density (.5 to 2 DU/AC)
- Single Family Medium Density (2 to 4 DU/AC)
- Single Family High Density (4 to 8 DU/AC)
- Multi Family Low Density (4 to 8 DU/AC)
- Multi Family Medium Density (8 to12 DU/AC)
- Multi Family High Density (more than 12 DU/AC)
- Mobile Home Park
- Commercial
- Commercial / Lodging
- Mixed Use
- Public / Semi-Public
- Parks
- Open Space - National Forest
- Other Natural Open Space
- Oak Creek
- Street Centerline
- City Boundary

N

0 ¼ ½ Miles

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.
GIS, City of Sedona. 03/05/2024. g:\maps\communityplanning\mxds

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Future Land Use Map - Updated 03/05/2024

CITY COUNCIL AGENDA BILL

AB 3036
March 12, 2024
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) to amend an existing PD (Planned Development) to add the "Safe Place to Park" Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park). The property is within the Western Gateway Community Focus Area, is ±6 acres, and is located northwest corner of the intersection of W State Route 89A and Cultural Park Place. APN: 408-47-009A The requested Zone Change an amendment to the permitted uses in the existing PD (Planned Development). Case Number: PZ24-00002 (ZC) Owner/Applicant: City of Sedona (Shannon Boone).

Department	Housing and Community Development
Time to Present	15 minutes
Total Time for Item	2 hours
Other Council Meetings	January 9, 2024
Exhibits	A. Ordinance for Rezoning B. Planning and Zoning Commission Packet, February 6, 2024 C. Planning and Zoning Commission Minutes, February 6, 2024 D. Additional Public Comments

Finance Approval	Reviewed 3/1/24 CRW
City Attorney Approval	Reviewed 3/4/24 KWC
City Manager's Recommendation	Approve the Ordinance amending the existing PD (Planned Development) on APN 408-47-009A, adding the Safe Place to Park Program, as outlined in the application materials.

Expenditure Required
$ N/A
Amount Budgeted
$ N/A
Account No. (Description)

SUMMARY STATEMENT

This is a public hearing on a proposed Zone Change (ZC) to amend an existing Planned Development (PD) to add the "Safe Place to Park" Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park).

Background:

The following is a summary of the proposal; for more specific information about the proposal and staff's analysis, please review the Planning and Zoning Commission's February 6, 2024 staff report and packet provided in Exhibit B. During the Commission's public hearing on the item, Staff presented the project, the Commission asked questions of Staff, heard public comment, and ultimately recommended approval of the zone change on a 4-1 vote (Commissioner Martin opposed, Commissioner Gajewski was not present for the vote, Commissioner Braam excused). The four Commissioners who voted to recommend approval adopted Staff's evaluation of the project as their findings. Commissioner Martin stated that her reason for voting no was because she did not believe the proposal meets the CFA plan.

The minutes from that meeting are attached as Exhibit C. All documents from that meeting are posted at the following link:

https://www.sedonaaz.gov/your-government/meetings-documents/-folder-5683

All public comments received are included in the Planning and Zoning Commission Packet or as Exhibit D (comments received after the Commission's packet was published).

Complete project information is on the webpage for the project, available at the following link:

https://www.sedonaaz.gov/your-government/departments-and-programs/community-development/projects-and-proposals/safe-place-to-park

The property under consideration is approximately 6 acres and located at the northwest corner of the former Cultural Park. The property was previously used as a parking area for the Cultural Park and is designated Public/Semi-Public (P/SP) and Planned Area (PA) in the Community Plan, is within the Western Gateway CFA Area, and is currently zoned PD (Planned Development).

While the property was previously used as a parking area for the Cultural Park, the area has been unused since the Cultural Park closed. The City of Sedona bought the property in December 2022 with the intent of developing housing. While that is still being pursued, due to the time that development projects take, the Housing Department is proposing to use this area of the site for a "Safe Place to Park" program. While the site is zoned PD, this is not a permitted use within that PD, so a zone change is needed to amend the existing PD to add this program as a permitted use.

Application Components

1. Zone Change (ZC)
    a. The requested ZC would not change the PD zoning of the property, but would add "Safe Place to Park", as described in the application documents, as a permitted use.
    b. As this property is within the Western Gateway Community Focus Area (CFA), no Community Plan amendment is needed if the proposal is found to be consistent with the adopted CFA Plan.
    c. The PD zone provides for development as specifically outlined in a development plan. Therefore, if approved, the Safe Place to Park program must operate as described in the application documents. Any changes from this plan would require another PD amendment.

Safe Place to Park Program

While the City is going through the Master Planning Process for the entire property, the Housing Department is proposing to use a portion of the property for a Safe Place to Park Program. For a complete explanation of this program, please refer to the application materials (See Exhibit B).

The Safe Place to Park would be a temporary solution providing a safe parking area for individuals and families who work or attend school in Sedona yet are experiencing vehicular homelessness. The program aims to offer secure space, basic amenities, and connections to housing and supportive services. Program components include the following:

- A designated safe parking area for those living in their cars
- Shower trailers and portable restrooms
- Waste and recycling receptacles
- Wayfinding signs and dark sky compliant lighting fixtures

The site will be managed by the Verde Valley Homeless Coalition, which will also work to connect participants to supportive services and will provide regular reports to the City of Sedona.

Community Plan and Zoning Designations

The property is designated Public/Semi-Public (P/SP) and Planned Area (PA) in the Community Plan and is within the Western Gateway CFA. No Community Plan Amendment is required if the proposal is found to be compliant with the CFA Plan.

The property is zoned PD. Development in a PD district is subject to standards included in, or referenced in, an approved PD development plan (LDC Section 2.21.C). The existing PD zoning was adopted specifically for the Cultural Park use (amphitheater and parking areas). While the zoning of the property will remain PD, in order for the proposed use to be established, the permitted uses in the PD need to be amended.

The LDC states the Planned Development district is intended to achieve the following purposes:

1) *To implement the Sedona Community Plan and Community Focus Area plans;*
2) *To allow various combinations of land uses;*
3) *To ensure compatibility between residential and nonresidential and/or mixed-use areas and to minimize potential noise and visual impacts to residential areas from adjacent more intensive uses; and*
4) *To facilitate development by permitting greater flexibility than allowed by the strict application of the Code in exchange for more creative and imaginative designs with a higher level of amenities and public benefits than is otherwise possible under the base zoning districts.*

LDC Section 2.21.A

The Planning and Zoning Commission Packet (Exhibit B) provides a full evaluation of the proposal in relation to applicable Community Plan vision, goals, and policies as well as applicable adopted plans, including the Western Gateway CFA Plan, Climate Action Plan, and Municipal Sustainability Plan.

The Staff Report also provides an evaluation of the proposal relative to Land Development Code Article 8 (Administration and Procedures), more specifically Section 8.3.E.5., containing the approval criteria applicable to all development, subdivision, and rezoning applications.

Staff Recommendation

As outlined in the staff report, Staff recommended that the Commission forward a recommendation of approval to the City Council for this request based on compliance with applicable Community Plan goals and Land Development Code criteria as enumerated in the Planning and Zoning Commission Staff Report (Exhibit B).

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on this item on February 6, 2024. During the Commission's public hearing on the item, Staff presented the project, the Commission asked questions of Staff, heard public comment, and ultimately recommended approval of the zone change on a 4-1 vote (Commissioner Martin opposed, Commissioner Gajewski was not present for the vote, Commissioner Braam excused). The four Commissioners who voted to recommend approval adopted Staff's evaluation of the project as their findings. Commissioner Martin stated that her reason for voting no was because she did not believe the proposal meets the CFA plan.

As this is a City-initiated project on a City-owned property and the City intends to be involved in the operation of the Safe Place to Park Program, Staff did not recommend that this be approved as a conditional rezoning or with any conditions. City Staff will monitor the project and City Council may choose to discontinue the program if it is not meeting their expectations. While the City has no plans to sell the property, if that were considered in the future, the City could approve another PD amendment to remove this as a permitted use prior to a sale.

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

The Sustainability Department has reviewed the proposed plans and has no concerns with the project as currently proposed.

Board/Commission Recommendation: ☒**Applicable -** ☐**Not Applicable**

The Planning and Zoning Commission held a public hearing on this item on February 6, 2024 and recommended approval of the zone change on a 4-1 vote (Commissioner Martin opposed, Commissioner Gajewski was not present for the vote, Commissioner Braam excused). The four Commissioners who voted to recommend approval adopted Staff's evaluation of the project as their findings. Commissioner Martin stated that her reason for voting no was because she did not believe the proposal meets the CFA plan.

Alternative(s): Council can choose not to approve the Zone Change.

MOTION

Zone Change

I move to: approve Ordinance No. 2024-___, regarding case number PZ 24-00002 (ZC), amending the existing PD (Planned Development) on APN 408-47-009A, adding the Safe Place to Park Program, as outlined in the application materials, as a permitted use, based on consistency and conformance with the Community Plan, compliance with all ordinance requirements of LDC Section 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the City Council.

ORDINANCE NO. 2024-__

SAFE PLACE TO PARK
PZ 24-00002 (ZC)

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, REZONING THAT PROPERTY DESCRIBED HEREIN BY ADDING THE "SAFE PLACE TO PARK" PROGRAM TO THE LIST OF PERMITTED USES FOR THE PLANNED DEVELOPMENT (PD) ZONING OF THE PARCEL; DIRECTING THE AMENDMENT OF THE ZONING MAP UPON COMPLETION OF ALL ZONING CONDITIONS SET FORTH HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Planning and Zoning Commission has formally considered the proposed rezoning, following proper notice and a hearing on February 6, 2024, and has recommended approval of the requested rezoning.

WHEREAS, City Council has read and considered the staff reports prepared by the Community Development Department staff and all attachments to those reports, the applicant's application, the narrative provided by the applicant and all statements made by the applicant and its representatives during the presentations to the Planning and Zoning Commission and to City Council, City Council finds that the proposed rezoning meets the findings required by the Sedona Land Development Code (LDC) Section 8.6.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Description and Rezoning

The subject property, as depicted in Exhibit A, consists of Yavapai County Assessor's Parcel 408-47-009A, containing approximately 6 acres, and is located northwest of the intersection of W State Route 89A and Cultural Park Place in Sedona, Arizona, a legal description and zoning map of which is provided in "**Exhibit A**" attached hereto and incorporated by this reference. The owner/applicant desires to rezone the property by amending the list of permitted uses in the existing PD (Planned Development) zoning district.

The subject property that is currently zoned PD (Planned Development) is hereby rezoned to add the "Safe Place to Park" Program, as described in the application materials, as a permitted use, based on conformance with the requirements for approval of a zone change and consistency and conformance with the Community Plan and subject to all applicable ordinance requirements and based on the Planning and Zoning Commission findings as outlined in the Staff Report and adopted by the Commission and City Council.

Section 2. Zoning Map

The zoning map of the City of Sedona is hereby amended to reflect this rezoning, and at least three (3) copies of the map shall be kept in the office of the City Clerk for public use and inspection.

Section 3. Repeal

All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Effective Date

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 12th day of March, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Exhibit A (Page 1 of 2)

PZ24-00002 (ZC)

Safe Place to Park Legal Description and Zoning Map

APN 408-47-009A

Zone Change Request:

Amending Permitted Uses in Existing PD (Planned Development)

****LEGAL DESCRIPTION TO BE ADDED****

Exhibit A (Page 2 of 2)

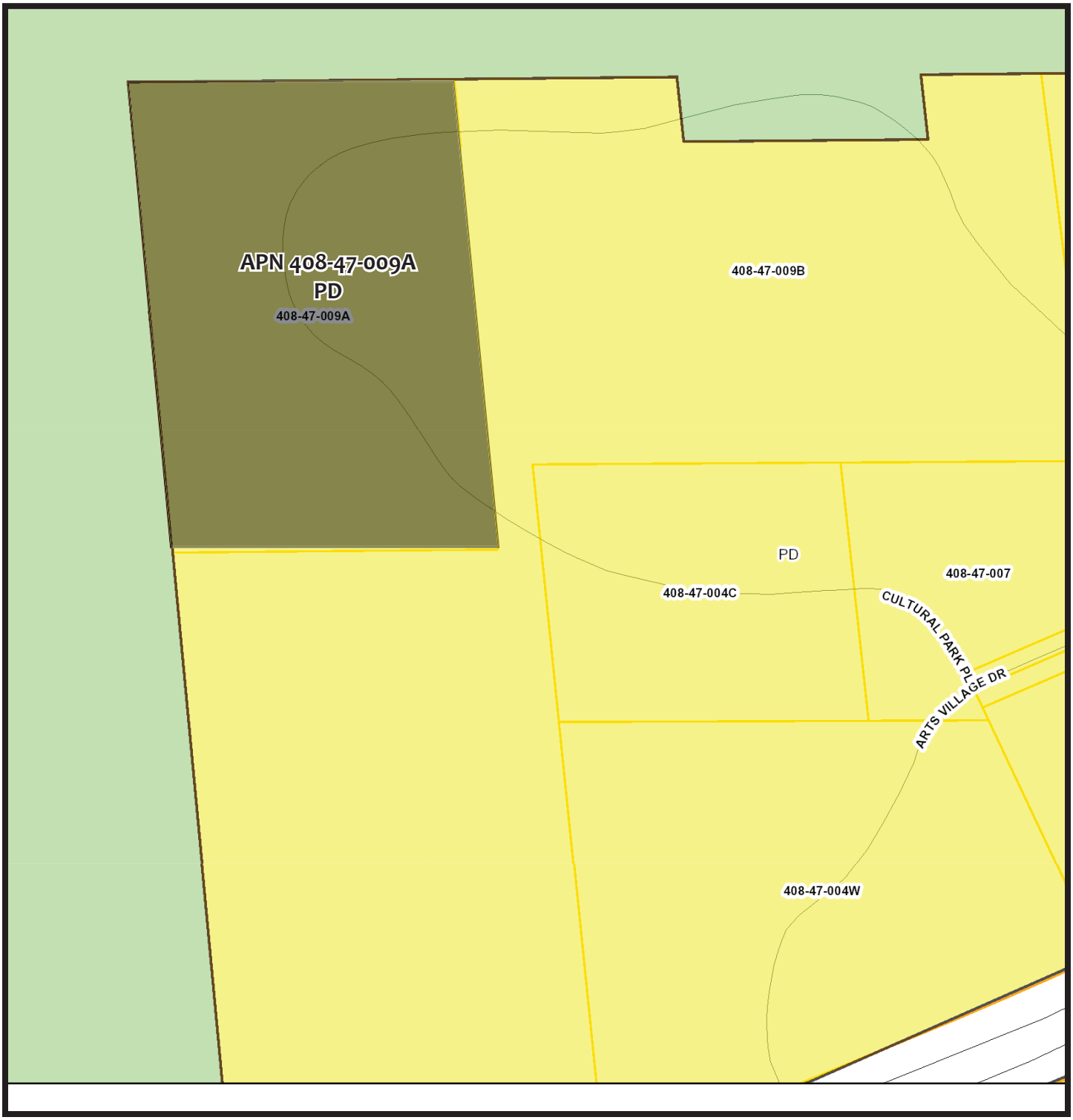
PZ24-00002 (ZC)

Safe Place to Park Legal Description and Zoning Map

APN 408-47-009A

Zone Change Request:

Amending Permitted Uses in Existing PD (Planned Development)



Staff Report
PZ24-00002 (ZC)
Safe Place to Park
Summary Sheet

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Meeting Date:	**February 6, 2024**
Hearing Body:	**Planning and Zoning Commission**
Project Summary:	Zone Change to amend an existing PD (Planned Development) to add the "Safe Place to Park" Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park)
Staff Recommendation:	Recommendation of Approval, with conditions, of a Zone Change
Location:	75 Cultural Park Place (Northwest corner of former Cultural Park)
Parcel Numbers:	408-47-009A
Applicant:	City of Sedona (Housing Department)
Site Size:	± 6 acres
Sedona Community Plan Designation:	Public/Semi-Public (P/SP) and PA (Planned Area); within the Western Gateway Community Focus Area (CFA)
Existing Zoning:	PD (Planned Development)
Proposed Zoning:	PD (Planned Development); application would amend the existing PD
Current Land Use:	Vacant; former parking area for the Cultural Park

Surrounding Properties:

	Area Zoning	Area Land Uses
North, West:	NF	National Forest
South, East:	PD	Vacant (former Cultural Park)

Report Prepared By: Cari Meyer, Planning Manager

Attachments:

1. Vicinity/Aerial Map 13
2. Project Application Materials 14
3. City Council AB 3026: Discussion/possible direction on a proposed Safe Place to Park program for homeless local workers and families with children enrolled in local schools. 50
4. Public Comments 59

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

PROJECT DESCRIPTION

This is a City-initiated request for approval of a Zone Change (ZC) to amend an existing Planned Development (PD) zoning to add the "Safe Place to Park" program, as described in the application materials, as a permitted use.

The property is zoned PD. Development in a PD is subject to standards included in, or referenced in, an approved PD development plan (LDC Section 2.21.C). The existing PD zoning was adopted specifically for the Cultural Park use (amphitheater and parking areas). While the zoning of the property will remain PD, in order for the proposed use to be established, the permitted uses in the PD need to be amended.

APPLICATION COMPONENTS

While the zoning of the site would remain the same, this application would add the "Safe Place to Park" program as a permitted use. The following must be approved:

1. *Zone Change (ZC)*
    a. The requested ZC would not change the PD zoning of the property, but would add "Safe Place to Park", as described in the application documents, as a permitted use.
    b. As this property is within the Western Gateway Community Focus Area (CFA), no Community Plan amendment is needed if the proposal is found to be consistent with the adopted CFA Plan.
    c. The PD zone provides for development as specifically outlined in a development plan. Therefore, if approved, the Safe Place to Park program must operate as described in the application documents. Any changes from this plan would require another PD amendment.

BACKGROUND

Site Characteristics

- The property is located at the northwest corner of the former Cultural Park, northwest of the intersection of W State Route 89A and Cultural Park Place in Yavapai County (See Attachment 1).
- The property is accessed via Cultural Park Place.
- The property is currently vacant/unused, but was previously developed as a parking area for the Cultural Park amphitheater.
- There are no floodplains on the property.
- The property is not part of a recorded subdivision.

Cultural Park Property

The property was previously developed as the Cultural Park, an outdoor amphitheater operated by a private entity. The amphitheater ceased use in the early 2000s and the site was unused until the City of Sedona purchased the property in December 2022, with the expressed intent of developing multi-family housing. The Housing Department is evaluating proposals for a "Phase 1" housing project on the northeast corner of the property and the Community Development Department is preparing an RFP to begin a Master Plan for the remainder of the Cultural Park, anticipating that will begin after completion of the Community Plan Update.

While the City is actively pursuing development of the property, given that the processes that will need to be completed, it will likely be a few years before construction begins.

Safe Place to Park Program

While the City is going through the Master Planning Process for the entire property, the Housing Department is proposing to use a portion of the property for a Safe Place to Park Program. For a complete explanation of this program, please refer to the application materials (See Attachment 2).

The Safe Place to Park would be a temporary solution providing a safe parking area for individuals and families who work or attend school in Sedona yet are experiencing vehicular homelessness. The program aims to offer secure space, basic amenities, and connections to housing and supportive services. Program components include the following:

- A designated safe parking area for those living in their cars
- Shower trailers and portable restrooms
- Waste and recycling receptacles
- Wayfinding signs and dark sky compliant lighting fixtures

The site will be managed by the Verde Valley Homeless Coalition, which will also work to connect participants to supportive services and will provide regular reports to the City of Sedona.

Community Plan and Zoning Designations

The property is designated Public/Semi-Public (P/SP) and Planned Area (PA) in the Community Plan and is within the Western Gateway CFA. No Community Plan Amendment is required if the proposal is found to be compliant with the CFA Plan.

The property is zoned PD. Development in a PD district is subject to standards included in, or referenced in, an approved PD development plan (LDC Section 2.21.C). The existing PD zoning was adopted specifically for the Cultural Park use (amphitheater and parking areas). In order for the proposed use to be established, the permitted uses in the PD need to be amended.

The LDC states the PD district is intended to achieve the following purposes:

1) *To implement the Sedona Community Plan and Community Focus Area plans;*
2) *To allow various combinations of land uses;*
3) *To ensure compatibility between residential and nonresidential and/or mixed-use areas and to minimize potential noise and visual impacts to residential areas from adjacent more intensive uses; and*
4) *To facilitate development by permitting greater flexibility than allowed by the strict application of the Code in exchange for more creative and imaginative designs with a higher level of amenities and public benefits than is otherwise possible under the base zoning districts.*

LDC Section 2.21.A

PUBLIC INPUT

- The LDC requires public outreach to property owners within 300 feet of the project site. As the only properties within 300 feet of the project site are owned by the City or National Forest, the Housing Department conducted expanded public outreach, including the following:
  - Broadcast and print news (TV, radio, internet)
  - Flyer distribution to local businesses and public locations (Sedona Library, local parks)

  - Social media posts (Facebook, Instagram)
  - Word-of-mouth
- A summary of the outreach efforts is included in the application packet (Attachment 2)
- Project documents were placed on the Projects and Proposals page of the Community Development Department website.
- Staff completed the required public noticing, including mailings, posting on the property, and publishing a notice in the Red Rock News.
- All notices contain contact information and a way to submit comments. The application packet contains all public comments received during the Housing Department's outreach. The comments Staff has received during this review process are included as Attachment 4.

REVIEW AGENCY COMMENTS AND CONCERNS

The Housing Department has been in communication with all applicable agencies as they developed plans for the program, including Public Works, Police, Fire, and the Forest Service. The requirements and recommendations from these agencies have been incorporated into the program as presented in the application materials.

DEVELOPMENT PROPOSAL

A detailed description of the proposal is included in Attachment 2 and is summarized below.

Program Components

- The City will provide shower trailers, restrooms (including ADA versions), meal preparation/cooking area, and trash and recycling receptacles.
- The site will be managed by Verde Valley Homeless Coalition, which will also help connect program participants to housing and supportive services and provide monitoring and evaluation of the program.

Access, Traffic, and Parking

- Access to the site is off Cultural Park Place, which intersects with W State Route 89A at a signalized intersection. This use will not alter existing access.
- The site is controlled by a gate which will remain closed during the day when the site is not open (vehicles must be moved every day).
- As an initial phase, there is space for 40 vehicles (2 ADA spaces) and 2 RVs. There are areas for the program to expand if needed.
- There is an area for the site manager at the entrance to the site where check-in will occur.
- If needed, temporary fencing may be installed to ensure the designated access points are used and unregulated access to other areas of the property or the National Forest does not occur.

Hours of Operation

- The site will operate 7 days per week from 4:00 pm to 8:00 am. Vehicles cannot remain on the site during closed hours (8:00 am to 4:00 pm).

Signage

- The entrance to the site will have signage identifying what the site is being used for and contact information.
- Additional signs will be used within the site to number parking spaces and provide other general wayfinding information.
- Housing staff will work with Community Development staff to ensure all signs meet LDC requirements (size, location, color, etc.)

REVIEW GUIDELINES

The following is requested from the Planning and Zoning Commission at this time:

- **ZONE CHANGE:** Recommendation to City Council

The decision of whether to make a particular zoning amendment is a legislative policy action left to the judgement and discretion of the Planning and Zoning Commission and City Council. A variety of factors are considered when making these decisions, including how the proposal relates to the community's vision and overall consistency with the Sedona Community Plan. The Planning and Zoning Commission is being asked to evaluate the proposal and forward a recommendation to the City Council. The following is Staff's evaluation of the proposal based on that criteria.

DISCUSSION

Project Summary

This project proposes an amendment to an existing PD, adding the "Safe Place to Park" program as a permitted use. The PD zoning district is intended to achieve the following purposes:

1) To implement the Sedona Community Plan and Community Focus Area plans;
2) To allow various combinations of land uses;
3) To ensure compatibility between residential and nonresidential and/or mixed-use areas and to minimize potential noise and visual impacts to residential areas from adjacent more intensive uses; and
4) To facilitate development by permitting greater flexibility than allowed by the strict application of the Code in exchange for more creative and imaginative designs with a higher level of amenities and public benefits than is otherwise possible under the base zoning districts.

The Safe Place to Park program, as currently described, is not a permitted use in any zoning district. In order to allow this, it could either be added as a permitted use to a base zoning district (such as Commercial or Mixed Use) or permitted through a PD. Adding it to a base zoning district would allow the use throughout the City, on any property with the right zoning, without the same controls as are possible through a PD. Therefore, a PD is the appropriate zone for this use. As the property is already zoned PD, the existing PD needs to be amended.

LDC Section 8.6.B(3)4 addresses the criteria for PD amendments and what are considered major vs. minor amendments. While minor amendments may be approved by the Community Development Director, major amendments require the same procedure as is required for a new application. One of the criteria to be considered a minor amendment is that the application "shall not change the allowed uses listed in the approved PD plan." As this application proposes to change the allowed uses, it is considered a major amendment.

Evaluation of Proposal

When evaluating a zone change, consideration should be given to the following:

- The Community's Vision
- Overall consistency with the Sedona Community Plan
- Applicable CFA Plans
- Other Adopted Plans
- Approval Criteria in LDC Section 8.3.E(5)

Community Vision

Housing Diversity is one of the 6 Major Outcomes the Sedona Community Plan has sought to achieve since its 2013 adoption. This outcome statement is intended to reflect a future condition:

> *Sedona has fostered the building of different housing types to provide more options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers. This housing diversity has attracted more young people, families, and professionals, to become a vital part of our community life*

The Plan's Land Use, Housing, and Growth Chapter includes the following goal (page 17) and policy (page 54) related to this application:

- Goal: Encourage diverse and affordable housing options.
- Policy 14: Consider new and emerging trends for non-traditional housing developments, such as co-housing, garden apartments, and other alternate housing types

Staff Evaluation

Implementation of housing solutions has been a priority of City Council for many years. The City has made significant progress in the area of housing over the past few years, including:

- Completing a Housing Inventory/Assessment
- Hiring a Housing Manager and Housing Coordinator
- Purchasing property with the intent of developing housing
- Approving amendments to the LDC and Building Codes

While a lot is happening in the area of housing, the reality is that constructing housing takes time and there is an immediate need for housing those working in the community. As an interim/temporary measure while housing projects go through the development process, the Housing Department is proposing to use a portion of the City-owned land at the former Cultural Park to create the Safe Place to Park program.

Understanding that this type of program is new to Sedona, Housing Staff has done a significant amount of public outreach as well as outreach to other review agencies and crafted the proposed program, along with rules and regulations, to address the common concerns of this type of program. In addition, as this program is being developed by the Housing Department on City-owned property, City Staff will be highly involved in its implementation and able to address unforeseen impacts of the program to ensure it continues to operate as intended.

Overall Consistency with the Sedona Community Plan

The following goals and policies are addressed by the application.

Land Use, Housing and Growth

The property is within the Western Gateway Community Focus Area (CFA 1, Sedona Community Plan pages 38-39). There is an adopted CFA plan for this area; evaluation for consistency with that plan is under Adopted Plan.

Circulation

- Goal: Coordinate land use and transportation planning.
- Goal: Create a more walkable and bike-able community.

- *The site will be served by existing roads. While the participants in the program will be required to move their car each day, the site is close to transit stops, which will allow for use of the transit system if needed (if, for example, a couple is using the site; one takes the car to work while the other takes the bus).*

Environment

- Goal: Preserve and protect the natural environment.
  - *The program will make use of an area that was previously used as a parking area for the Cultural Park. While the site will need to be cleaned up, the program is built into the existing landscape, and no significant grading or removal of existing vegetation (other than weeds) is needed.*
  - *Many of the anticipated participants of the program are currently living in their cars in the National Forest without access to the amenities proposed by this program, including restrooms, dumpsters, shower facilities, and cooking facilities. The program will reduce the impact on the natural environment that would be occurring if this program did not exist.*

Economic Development

- Goal: Support locally owned businesses.
  - *The program targets employees of locally owned businesses and families with children in Sedona schools. Finding employees is often cited as an issue for local businesses, with housing challenges being one of the primary reasons that employees report as an impediment to keeping a steady workforce. Many of the existing employees are already living in their cars and providing a safe, legal place to may enable local businesses to keep their employees.*

Adopted Plans

Western Gateway CFA Plan

Housing Staff has provided an evaluation of the project's consistency with the Western Gateway CFA Plan as part of their application (Application Materials, Exhibit I) and Community Development Staff is in agreement with this evaluation. The primary goal that this proposal addresses is housing, with secondary goals related to circulation, transit, environment, and community also being addressed in the proposal.

The CFA plan recommends that the entire site be master planned. The City is currently pursuing development of the entire property (including the area proposed for the Safe Place to Park). However, that process starts with a Master Planning process (to be started after the completion of the Community Plan), which would be followed by more specific plans for each area of the site. After that, development plans and building permits would need to go through the standard process before construction can start. This proposal allows the site to be used to address an immediate need while the City simultaneously pursues a master plan for the property as a whole.

Climate Action Plan and Municipal Sustainability Plan

The Sustainability Department has reviewed the proposed plans and has no concerns with the project as currently proposed.

Approval Criteria Applicable to All Applications

All development applications are reviewed under LDC Article 8 (Administration and Procedures). LDC Section 8.3 contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. LDC Section

8.3.E(5) contains the approval criteria applicable to all development, subdivision, and rezoning applications.

A. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

Staff Evaluation: *The project has been reviewed for compliance with all applicable criteria. Therefore, staff believes this criterion is met.*

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

Staff Evaluation: *The existing PD is proposed to be amended with this application. The site also has an approved CFA Plan (Western Gateway). As outlined above, Staff believes that this proposal is consistent with prior approvals and this criterion is met.*

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with and conform to the Sedona Community Plan, Community Focus Area plans, and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

Staff Evaluation: *As outlined in the evaluation above, this proposal is consistent with and conforms to the Sedona Community Plan, the Western Gateway CFA Plan, the Climate Action Plan, and the Municipal Sustainability Plan. The proposal does not contradict any of the policies within the Community Plan. Therefore, staff believes this criterion is met.*

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

Staff Evaluation: *The PD district is meant to allow various combinations of land uses and facilitate development by permitting greater flexibility than allowed by the strict application of the Code. This program would not be considered a permitted use in any of the base zoning*

districts, so, by amending the PD for the use as specifically described in the application materials, the project is achieving the stated purpose of the zone (allowing more flexibility than allowed by the strict application of the Code) and implementation of the program will ensure compliance with all commitments made through this process.

No separate Development Review application is required for the proposed improvements; City Staff will review the final plans and ensure all applicable code sections are met. Therefore, staff believes this criterion is met.

E. Minimizes Impacts on Adjoining Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

Staff Evaluation: *The only property owners within 300 feet of the subject property are the City of Sedona and the Forest Service. However, Housing Staff conducted significant public outreach through the community and crafted the rules and regulations of the program in responses to the common concerns heard through this outreach process. The site proposed to be used is not visible from other areas of the site and is screened from public view by natural topography and vegetation. A summary of the public outreach conducted is in the Application Packet.*

Staff received two comments on the proposal, one requesting more information and one in support of the project. The program and its rules and regulations have been crafted in direct response to the concerns of the public.

Therefore, staff believes this criterion is met.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

Staff Evaluation: *There are no intergovernmental agreements that impact this project. This criterion does not apply to this request.*

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

Staff Evaluation: *No negative environmental impacts are anticipated due to the proposed use. The City's Sustainability staff evaluated the proposal and found it to be in compliance with the Climate Action Plan and the Municipal Sustainability Plan. Therefore, staff believes this criterion is met. Further, this programs seeks to serve those currently living in their cars in the National Forest, without access to amenities such as restrooms, showers, dumpsters, and cooking facilities. By providing these items at this site, the impact on the National Forests may be reduced.*

H. Minimizes Adverse Fiscal Impacts

The proposed development shall not result in significant adverse fiscal impacts on the City.

Staff Evaluation: *No adverse fiscal impacts on the City are anticipated. The Safe Place to Park program was included in the City's budget for the current fiscal year and the Housing Department applied for and was awarded a $875,000 grant from the Arizona Department of Housing to support the ongoing yearly operations costs for up to 2 years. Therefore, staff believes this criterion is met.*

I. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

Staff Evaluation: *Housing staff has met with all applicable review agencies in designing the program and all have provided preliminary approval. Final approval from these agencies, if required, will be obtained prior to opening the program to the public. Therefore, staff believes this criterion is met.*

J. Provides Adequate Road Systems

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

Staff Evaluation: *No change in site access is proposed. The City's Public Works Department is planning to improve road surfaces to be suitable for the proposed use. No changes to the road network in the area are recommended or proposed. Therefore, staff believes this criterion is met.*

K. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *Adequate public service and facility capacity exists to accommodate the proposed use of this site. Housing Staff has developed this program with input from the Public Works Department, Police Department, and Fire District. Maintenance and enforcement of this area has been included in the planning and budgeting processes. Therefore, staff believes this criterion is met.*

L. Rational Phasing Plan

If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date and shall not depend upon subsequent phases for those improvements.

Staff Evaluation: *No phasing plan is needed. Therefore, staff believes this criterion is met.*

It is Staff's opinion that this request for a ZC meets the required findings. The proposed amendment is consistent with the Community Plan and the purpose of the PD zoning district, and no nuisances because of this proposed use are anticipated. The City has committed to continuing to monitor the situation and implement measures to address any unforeseen impacts that occur because of this use.

Rezoning Conditions of Approval

As this is a City-initiated project on a City-owned property and the City intends to be involved in the operation of the Safe Place to Park Program, Staff is not recommending that this be approved as a conditional rezoning or with any conditions. City Staff will monitor the project and City Council may choose to discontinue the program if it is not meeting their expectations. While the City has no plans to sell the property, if that were considered in the future, the City could approve another PD amendment to remove this as a permitted use prior to a sale.

Staff Recommendation

Staff is recommending approval of the proposed Zone Change based on the following:

1. Housing Diversity is one of the six major outcomes of the Sedona Community Plan.
2. Community Plan Housing Goals, Policies, and Actions support the consideration of diverse and affordable housing options, as well as considering new and emerging trends for non-traditional housing developments.
3. The proposed project is in substantial compliance with applicable Community Plan goals and policies and does not directly contradict any goal or policy in the Plan.
4. The property was previously used as a parking area for the Cultural Park amphitheater and no significant grading or removal of vegetation (other than weeds) is needed for the proposal.
5. The use is proposed as a temporary use while the City undergoes a Master Planning process for the entire property. This property will be included in the Master Plan.

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.SedonaAZ.gov/cd

STAFF RECOMMENDATION (ZONE CHANGE)

Based on compliance with ordinance requirements as conditioned, general consistency with the Land Development Code and the requirements for approval, Staff recommends approval of the proposed Zone Change as set forth in case number PZ24-00002 (ZC), Safe Place to Park, subject to applicable ordinance requirements and the attached conditions of approval listed at the end of this staff report.

Sample Motions for Commission Use

(Please note that the following motions are offered as samples only and that the Commission may make other motions as appropriate.)

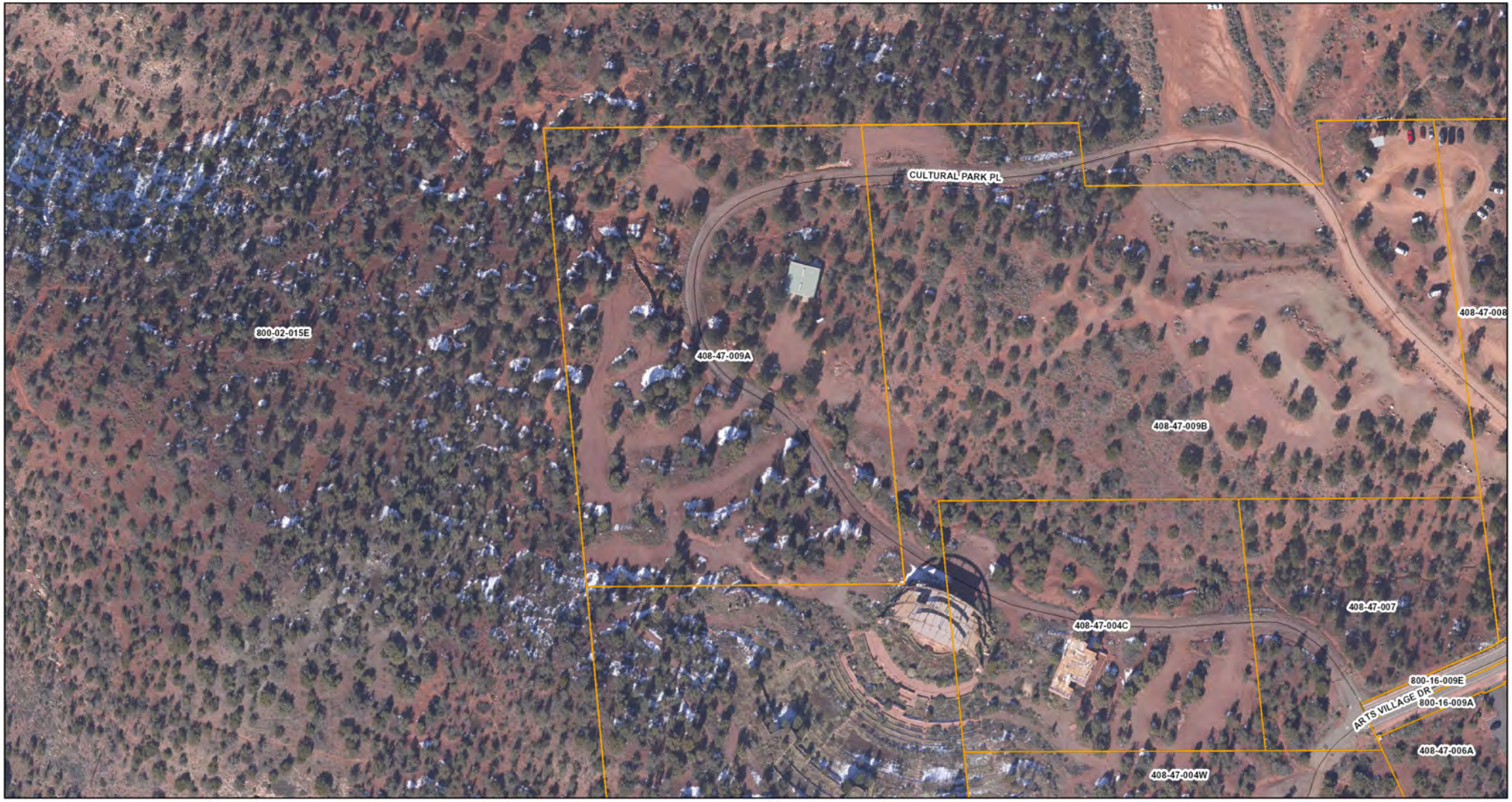
Recommended Motion for Approval (ZC):

I move to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ24-00002 (ZC), Safe Place to Park, amending the existing PD (Planned Development) on APN 408-47-009A, adding the Safe Place to Park Program, as outlined in the application materials, as a permitted use, based on consistency and conformance with the Community Plan, compliance with all ordinance requirements of LDC Section 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the Planning and Zoning Commission.

Alternative Motion for Denial (ZC)

I move to recommend to the Sedona City Council, denial of case number PZ24-00002 (ZC), Safe Place to Park, based on the following findings (please specify findings)

City of Sedona, Arizona



7/18/2023, 9:33:43 AM

- PARCEL BOUNDARY
- Street Centerline
- COUNTY LINE
- OAK CREEK

1:1,533

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

ArcGIS Web AppBuilder

The City of Sedona makes no warranties, expressed or implied, with respect to the information shown on this map. The data is not accurate to engineering or surveying standards. No portion of this information should be considered or used as a legal document. Copyright 2022.

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects

City Of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Application for (check all that apply):

- ☐ Conceptual Review
- ☐ Comprehensive Review
- ☐ Appeal
- ☐ Time Extension
- ☐ Community Plan Amendment
- ☐ Development Review
- ☐ Subdivision
- ☐ Minor Modification
- ■ Zone Change
- ☐ Conditional Use Permit
- ☐ Variance

Project Information	Project Name	Safe Place to Park program		
	Project Address	75 Cultural Park Place	Parcel No. (APN)	408-47-009A
	Primary Contact	Shannon Boone	Primary Phone	928-203-5126
	Email	sboone@sedonaaz.gov	Alt. Phone	
	Address	102 Roadrunner Drie	City/State/ZIP	Sedona, AZ 86336
Office Use Only	*Application No*		*Date Received*	
	Received by		*Fee Paid*	

Project Description	Application for Zone Change - Amendment to Planned Development for a Safe Place to Park temporary safe parking program on 6 acres of land at the Cultural Park.

Additional Contact Information: Please complete the following for all companies/people *authorized* to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	City of Sedona	Contact Name	Jeanne Frieder
	Project Role	Housing Coordinator	Primary Phone	928-203-5138
	Email	jfrieder@sedonaaz.gov	Alt. Phone	
	Address	102 Roadrunner Drive	City/State/ZIP	Sedona, AZ 86336
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	

Letter of Intent

Project Name: Safe Place to Park

Parcel Number: 408-47-009A

Address: 75 Cultural Park Place, Sedona AZ 86336

Applicant: City of Sedona Housing

January 8, 2024

Cari Meyer, Planning Manager
Community Development
102 Roadrunner Drive
Sedona, AZ 86336

Dear Cari,

The purpose of this letter of intent is to describe the overall project and proposed use of a discrete area of the Cultural Park property, the vacant 41-acre, city-owned site, and explain how this use will meet with the overall vision of the Western Gateway Community Focus Area (CFA), be in compliance with requirements for approval and/or requested rezoning to amend the existing Planned Development, amending the permitted uses to the site, as per City of Sedona development codes and ordinances and to describe the reasons why the project will meet with the overall vision of the Western Gateway CFA.

Property Background/Application Request
The property is the former home of the Sedona Cultural Park and is zoned PD (Planned Development). PDs are site plan/project specific zoning districts, allowing for development and use of the site in the manner approved in the original development plan. The area proposed for use under this application was used as a parking area when the Cultural Park was operational. This application proposes to amend the Planned Development zoning to add the Safe Place to Park program as a permitted use, as described more thoroughly in this application.

Project Summary:
The City of Sedona Housing Department proposes the "Safe Place to Park" program, a temporary solution providing a safe parking area for individuals and families who work or attend school in Sedona yet are experiencing vehicular homelessness. The program aims to offer secure space, basic amenities, and connections to housing and supportive services.

The Safe Place to Park will be located on 6 acres of the Cultural Park property, Parcel No. 408-47-009A, 75 Cultural Park Place. The Cultural Park site is planned for redevelopment to include affordable housing and other community-serving elements based on a master plan which is currently in the public input phase. Until these activities can be accomplished, we request the site to be utilized to address the needs of individuals and families who live in their vehicles by providing a "Safe Place to Park." The site is conveniently located within city limits, near the transit line, proximate to employers. The Cultural Park site is well situated near schools, accessible to students/children whose families live in vehicles. Yavapai College has a satellite campus adjacent to the site.

Program components will include:

- A designated safe parking area, ensuring secure and accessible space for individuals living in their cars. The program will accommodate up to 40 vehicles per night.
- The city will provide shower trailers and portable restrooms (including ADA versions), waste and recycling receptacles to ensure basic hygiene needs are met, promoting the overall health and well-being of individuals utilizing the program, and reducing the impact of vehicular homelessness on public facilities, local businesses and the national forests.
- Code compliant wayfinding signage and solar 'dark sky' compliant safety lighting will be utilized.
- The Verde Valley Homeless Coalition will manage the site, ensuring its smooth operation, acting as a service hub to connect participants to supportive services, and will provide regular reports to the City of Sedona. This will enable effective monitoring and evaluation of program success.
- To assess the impact of the program, performance measures and outcomes will be established and tracked. These metrics will include the number of individuals served, successful transitions to affordable housing, employment rates, and improvements in overall well-being. These activities will enable the city to collect data on a typically uncounted sector of the homeless population (vehicular homelessness) to gain a greater understanding of the issues, needs and potential housing solutions for this circumstance.

Background and Project Overview

The City's Housing Needs assessment of 2020 showed a shortage of 1260 affordable housing units. At that time short term rentals (STRs) made up about 12% (744 units) of the housing stock. STRs in Sedona have since grown to 16% (1089 units) of the city's housing stock, providing space for more tourists, creating more jobs, but simultaneously, further decreasing housing availability for locals. The average rent for a 2-bedroom today is $2150. Similarly, home prices in Sedona have increased about 50% since 2020 (avg of 645k in first 6 months of 2020 to 971k in first 6 months of 2023). Sedona, like many tourism-based cities, has long-struggled with limited housing affordable for the workforce. As a result, the affordable housing crisis, for the most part, will only be overcome by building deed-restricted affordable housing, which takes years.

Identified Need:

Due to the conditions in the real estate markets, many families and individuals who live and work in Sedona have been forced to make a choice to live in their cars. The Sedona Oak Creek Unified School District has reported 19 known homeless students enrolled from 13 families. Of those families, five are known to be living in cars or campers. These families report traveling to and from school daily from the National Forest, or wherever they can find nightly parking. The local food pantry surveyed participants and reported 39 participants said they live in their vehicles, and work in Sedona. The police department responded to 18 calls from residents over the last two months regarding people in vehicles trespassing on private property. Those calls combined with patrol officer reports have resulted in more than 100 people being "moved along" in a two-month period; however, the data does not indicate whether they were local workers. A recent public outreach effort to help identify those who would use the Safe Place to Park program generated 54 responses, 32 of which were from local working residents who live in their vehicles and said they would utilize the Safe Place to Park (nine were calls from residents opposed to the program, though they had no information about the proposed operations of the site.) The public outreach Facebook post revealed 35 potential program participants in a total of 170 comments.

Population characteristics:

Research shows that the needs of people sheltering in their vehicles are different from the chronically homeless living outdoors. Individuals sheltering in their vehicles have access to greater resources as demonstrated by the ability to maintain employment and a vehicle. They often maintain work and community ties not afforded to individuals living on the street, but still face unique legal, social, and economic challenges. The vehicular homeless survive in a precarious position, exposed to citations, towing, or impoundment fees that threaten their economic stability and their 'homes'.

Safe parking programs aiming to meet the needs of people living in their vehicles recognize that safety and basic physiological needs are the foundation of stability. By meeting the basic physiological and safety needs, safe parking can prevent individuals from slipping into further hardship. Adults require their basic needs to be met to focus on work, housing, and community. Safe parking lots provide a space and basic hygiene amenities for vehicular residents to park overnight without risk, while jobs can be maintained, and housing can be found.

Throughout the country, rising costs of living and stagnant wages have contributed to housing instability and thus increases in unsheltered people relying on their vehicles as a place to live and sleep. According to a study performed by the University of San Diego, research indicates that between 30% and 50% of unhoused individuals in western cities now utilize their vehicles as a primary source of shelter. Organizations in Colorado, Nevada, California, Oregon and Washington have initiated safe parking programs to address this need. Even though the number of individuals living in their vehicles is increasing, many homeless services focus on chronically unsheltered homeless who live in the streets or other makeshift shelters, whose needs are often more challenging. Meeting the needs of the vehicular homeless is 'the low-hanging fruit' of the homelessness problem.

The Safe Place to Park program seeks to address basic needs by providing a designated and secure parking area for working homeless; and connecting participants to social service providers to ensure a holistic approach to addressing the diverse needs of this homeless population, with securing stable housing as the end goal. This program will allow us to collect data on the vehicular homeless population to better understand their unique challenges, aiming to inform future policies and housing solutions. Data will also help to inform our upcoming Homeless Needs Assessment.

Program Overview

Safe Place to Park is proposed as a temporary solution, providing a safe parking area for individuals and families who work or attend school in Sedona yet are experiencing vehicular homelessness. The program aims to offer secure space, basic amenities, and connections to housing and supportive services.

If approved, the Safe Place to Park will be located on approximately 6 acres of the Cultural Park. The Cultural Park site is planned for redevelopment to include affordable housing and other community-serving elements based on a master plan which for which the public input phase will begin soon. The plan is expected to take nearly a year, while the resulting construction at the Cultural Park is expected to be even further out. In the meantime, we propose the site be utilized to address the needs of individuals and families who live in their vehicles for a period not to exceed two years depending upon participation, operational effectiveness, and outcomes. Additional Council approval will be required to extend the program beyond two years.

Proposed program components include:

- A designated safe parking area, open between the hours of 4pm and 8am, ensuring secure and accessible space for up to 40 individuals living in their vehicles, with room to expand if needed. All

participants must leave in their vehicles during closed hours (8am to 4pm daily), leaving nothing behind.

- Shower trailers, portable restrooms, (including ADA versions), and waste receptacles to ensure basic hygiene needs are met, promoting the overall health and well-being of individuals utilizing the program, and reducing the impact of vehicular homelessness on public facilities, residents, local businesses and the national forests.
- Code compliant wayfinding signage and solar 'dark sky' compliant safety lighting will be utilized.
- An experienced site manager, the Verde Valley Homeless Coalition, will manage the site ensuring smooth operations, acting as a service hub to connect participants to housing and supportive services, and providing data to enable effective monitoring and evaluation of program success and housing needs.

Physical Site Components:

- Entry access to the site will be via Cultural Park Road that runs into the site at the northeast corner of the parcel. **Exhibit A:** Location Map.
- Temporary fencing will be installed around selected areas of the site for safety of equipment and safety of participants. **Exhibit B:** Photo of Fence.
- Site Manager will be stationed in an RV at the entrance to the program.
- A chain link gate will be closed and locked when program is not open.
- Shower trailers (one standard, one ADA-compliant) will be situated on a higher elevation of the site to allow graywater discharge distribution. A quiet generator will power the showers. **Exhibit C:** Shower trailer spec sheet; **Exhibit D:** Generator Spec Sheet
- Portable restrooms (including ADA) will be pumped, serviced and sanitized regularly by the vendor. **Exhibit E:** Photo of portable restroom
- Shower trailers and restrooms will be locked when program is not open.
- Parking spaces will be numbered and will be fitted with recycled fire hose for parking space lines.
- Wayfinding signage will be code-compliant and will direct people to assigned parking spaces. **Exhibit F:** See attached site plan
- "Dark Sky" compliant safety bollard lighting will be placed near shower/restroom facilities and along pathways for safety. **Exhibit G**: Application for Exterior Lighting and Spec sheet
- Meal preparation/cooking area dedicated for this purpose to maintain fire safety throughout the site.

Program Goals and Objectives:

The program seeks to serve the needs of the vehicular homeless working in our community. By targeting this demographic, we aim to intervene early in the cycle of homelessness, preventing it from becoming chronic.

First and foremost, the Safe Place to Park program aims to *increase stability and safety for the vehicular homeless*, *transition participants to housing*, and to *connect parkers to appropriate social services* based upon individual need. The program seeks to *foster trust* among participants to help *build community* and dignity for participants, but there are broader community benefits.

Reduce overuse of Forest Service land. The Coconino National Forest has typically been a refuge for those living in their vehicles. However, recent changes by the National Forest Service to condense and restrict overnight camping, coupled with a 14-day camping limit, have seriously limited the options for the

vehicular homeless. Since the closure of the popular camping corridor just outside Sedona, the workforce has complained of competition for quiet parking spots and overnight parking within the city has grown. A safe parking area will help alleviate these issues.

Eliminate overnight parking along city streets and private property. People living in their cars find places to park and sleep where it may not be legally permitted, i.e., in store parking lots, on streets and city parks and on private property. This becomes a burden for law enforcement, creates sanitation issues, and draws complaints from citizens.

Identify this largely uncounted population to better inform housing needs. Vehicular homelessness is largely uncounted and invisible. Because it is a mobile population, obscured by full-time travelers and tourists, it is difficult to quantify. Creating a local hub for this population will allow the City to begin to identify the extent of the issue, better tailor new housing options to specific needs of locals, and to inform participants as housing becomes available.

Operations:

Process

The program will be a drive-in-nightly/drive-out-daily program. Wayfinding signage will provide directional information and parking spot identification, which provides safety and security in case of emergency. Solar lighting bollards will be placed throughout the site to provide safety on walking paths. Shower trailers and portable restrooms (including ADA versions) will be placed on site. Participants will drive in at night and be checked in at the gate by the site manager. The site manager will provide an overview of the rules, require a signed waiver form, will check and record ID, vehicle registration and insurance information; and assign a parking spot. If participants are unable to provide registration and insurance, acquiring it will be part of their service plan. Participants will be required to meet with site management staff within two weeks of entry into the program to perform intake assessment and develop a service plan with timelines/benchmarks. Review of the service plan will be ongoing with revisions as needed. Referrals/appointments will be scheduled with necessary support agencies as part of the service plan.

The end date for this program is one-year from the opening date of the program, or as determined by the City. To support the goal of housing for people without homes, transitional housing programs operated by partner agencies will be an available conduit for Safe Place to Park participants. In addition, Verde Valley Homeless Coalition will provide housing referrals to agencies who have received Rapid Rehousing funding, like Catholic Charities, who can provide financial assistance if needed for deposit and first month's rent. Those participants who choose not to be housed will be given ample notice of the ending of the program.

Site Management

The Verde Valley Homeless Coalition (VVHC) will provide site management, and coordination with other service providers, focusing on connection to housing, legal assistance, behavioral health and healthcare. This comprehensive approach is designed to address the needs of our local workforce who live in their cars and to promote their long-term self-sufficiency. The Verde Valley Homeless Coalition has a proven track record in addressing homelessness in the Verde Valley dating back to the 1990's. VVHC became a 501c3 in 2018. The organization initially opened a daytime drop-in center five days each week, which later expanded to daily services. In October 2021, the drop-in center began operations as a full-time homeless shelter. In early 2022, VVHC received a CDBG grant and purchased a property to build

transitional housing in Cottonwood, which is nearly complete. VVHC has established strong ties within the community and has developed a network of supporters and service providers. VVHC staff all undergo employee development trainings to deal with chronically homeless individuals and certify in CPR/AED and first aid. **See Exhibit H for Code of Conduct / Waiver, admission requirements and rules.**

Site Overview



Located at the western end of Sedona in a non-residential area, in the 41-acre Cultural Park property owned by the city, the proposed 6-acre site, Parcel Number 408-47-009A addressed as 75 Cultural Park Place, is situated at the northwestern corner boundary of the property as indicated by the green shaded area on the above image. This entire 6-acre parcel is zoned PD Planned Development and is currently vacant. The property is within the Western Gateway Community Focus Area (CFA). The project will comply with all other ordinances and regulations of the city.

Cultural Park Place, located on the north side of State Route 89A, runs through the lot from the northeastern side of the lot to the southern end of the lot. The access point for the Safe Place to Park site is the northern entrance to the parcel. Security fencing and gating will be placed across the southern end of the parcel nearest the amphitheater, to block access to the amphitheater for safety and liability issues. The southern exit will have a chain gate across the roadway and will remain locked. Fire

Department, Police Department and Public Works Department personnel will have access to the locked entrances for emergency access, general safety and maintenance activities.

With a minimal footprint on the site, the design and layout of the project elements are designed to minimize environmental impacts, accommodate topography, natural vegetation, soil conditions, drainage and other conditions. Minimal re-grading of roadways will be required in some areas to make the roadway passable. No trees will be removed. Clean-up/landscaping/weeding will be done for practical safety purposes because many areas of the site are overgrown, creating fuel for fire risk. There is some trash littered throughout the site that will be removed prior to use. Some areas of the perimeter are bounded by natural topography features like elevated rock walls and steep hills. Placement of boulders around flatter perimeter areas will provide safety boundaries to a wash that runs through the property and will create a buffer with the National Forest. The site will have wayfinding signage to provide direction to numbered, designated parking spots. Portable showers and restrooms will be onsite. A communal area for meal preparation will be designated. A walkway to the shower/trailer/communal area will be created. Dark Sky compliant solar safety bollard lighting will be installed along walkways/roadways for safety.

Arizona Water Company utility service will be activated to provide water for the shower trailers. Electric and Wastewater utilities will not be utilized for this project. Electricity will be provided by quiet generator to power the showers. Shower water will be diffused using a graywater discharge distribution method which will comply with Arizona Department of Environmental Quality (ADEQ). A permit will be applied for from ADEQ for this purpose. The graywater discharge area will provide much needed irrigation to plants and trees in the area. A 'rain garden' of natural grasses will be planted to promote natural recycling of water. Additional small conduits will be created to direct water to tree wells. The area near the shower trailer that surrounds the rain garden and generator will be fenced to provide safety and to secure equipment. The graywater discharge method will provide cost-savings to the program and will eliminate the need to connect to sewer. Portable restrooms will be regularly pumped and serviced. Showers will be regularly cleaned and sanitized. The site will be a "Leave No Trace" area. No trash will be left behind throughout the site and at parking spots. There will be central trash/recycling bins located at the communal site that will be regularly serviced via contract. Education and information about trailhead access will be provided to direct people to the local trailheads.

Public Safety / Fire department approvals. Sedona Fire Department has been consulted and has given conditional approval pending inspection of completed site. There is a fire hydrant located just beyond the southeast side of the parcel. Police Department, Fire Department and Emergency personnel will have access to the site 24/7.

Wayfinding signage will be created for directional purposes for participants, law enforcement and emergency personnel. A sign will be placed at the entrance to identify the program, provide hours of operation and contact information. Smaller signs with numbers will be placed throughout the site to direct people to the entrance, exit, showers/restrooms, meal preparation area, and designated parking spots. The signs will be 3-4 ft in height, non-illuminated, code compliant color. The program will work with City staff to ensure code compliance.

Solar bollards will be installed along roadways and walkways and are 35 inches high, 6 inches wide at the base and 10 inches wide at the top, 450 lumens each, in Extra Warm White (2700K) They are Dark sky compliant and will be installed on roads as needed, with no more than 50 on the property.

Water hookup: There is currently water service to the site. A hose to supply the shower trailer will be connected to the water connection spigot located on the southeastern side of the parcel nearest the amphitheater. A fire hydrant is also located here.

Security cameras will be installed to ensure safety. The bathrooms and showers will remain open during hours of operation but will be locked during the daytime hours when the program is closed.

Because of the temporary nature of this program, temporary fencing will be installed instead of permanent fencing. The fencing will be used in limited areas for safety and liability, and will not be visible from entrance corridor, other areas of the Cultural Park, and will not impede viewshed.

Consistency with Sedona Community Plan, Western Gateway CFA, Existing Zoning, and Other Applicable Plans

See Exhibit I, Western Gateway Community Focus Area Excerpts

Public Outreach

The LDC requires that public outreach be conducted involving property owners within 300 feet of the property. The properties within 300 feet of this property are all owned by the City of Sedona or are National Forest. In order to ensure that public input was obtained, Housing Staff conducted the following outreach:

Public outreach and community response has been facilitated. This effort included broadcast and print news (TV, radio, internet), flyer distribution to local businesses and public locations (Sedona Library, local parks), social media posts (Facebook, Instagram) and word-of-mouth. Additionally, an Employer Focus Group was held. These methods returned the following results:

#emails: 40
#calls: 15

- Totals for emails/calls: 45 In favor, 9 Opposed, 35 Potential Parkers.
- Positive respondents were a mix of local citizens that included potential parkers, business owners, homeowners. The 9 negative respondents consisted of local citizens who were opposed, yet had no information about the implementation plan.
- Potential parkers reported they worked either full-time or part-time with the following employers:
    - Whole Foods, Safeway, Ambiente, L'Auberge, Red Rock Western Jeep Tours, Pisa Lisa, Shorebird, Local Juicery, Natural Grocers, Thunder Mountain Bikes, Namti Spa, Oak Creek Espresso, Sedona Laundromat, self-employed

#Facebook: 170 comments, 85 shares, (35 potential parkers were counted)
#Instagram: 179 likes, 3 positive comments

The Employer Focus Group consisted of a group of 12 members of the business and non-profit community. They were from a variety of fields, including hospitality, tourism-related outdoor adventure, restaurants, small retail, law enforcement, non-profit organizations, and a representative from the National Forest. The group was polled and it was determined that people were generally supportive of the project. Discussion of some concerns (crime and trash), but we addressed them (rules, coordination with PD, site management) and they agreed this would be a generally positive measure for the city, with

appropriate monitoring. One business owner indicated they have 5 employees right now who would use the site. Other business attendees indicated they have current and past employees who live in their vehicles but did not indicate quantity. Their suggestions to the program included site monitoring, ID checks, valid registration and auto insurance, police patrol. All these concerns have been addressed in the site management plan.

A sampling of community responses:

- "Safe Place to Park could be hugely beneficial. My Sedona residency began with the struggle to find affordable housing. Some of the first friends I made here were car dwellers. Back then, car dwelling was a way to save money and still reside close to the community we worked and played in. I lived out of my vehicle off and on for about 2 years, and never planned for it to be a permanent situation, but it sure helped me get my footing and build a network here while working toward getting under a roof. I started out essentially homeless and evolved to my wife and I becoming homeowners, becoming business owners, becoming landlords, renting out a small house in West Sedona for below market rate to families who needed a stepping stone like I did. We have since sold that house to our last tenants who continue to live and work here. Many folks who are sleeping in their cars actually want to live here and are making sacrifices to do it. One day they may even become business owners or elected officials. A Safe Place to Park program in exactly the kind of gesture that positively impacts those citizens who want to get a footing here and become viable members of this great community."
- "I am a Sedona resident of 10 years and living in my car for the last three. I work full-time at a local restaurant. I love living here and truly support this program."
- "I have an employee who lives in her car. This would be an excellent short-term solution."
- "I am a veteran who has lived in my vehicle for 5 years. I work here as a carpenter. I have contemplated relocating to other cities where affordable housing exists, but I choose to stay in Sedona. I love it here and service it proudly. A safe haven for the workers in Sedona who can't afford the housing costs and live in their vehicles would be so appreciated."
- "I believe this project at Cultural Park would help more people than you realize."
- "I've been in Sedona for about a year and housing has been very difficult to find and afford. I've been working in Sedona the entire time but have lived mostly in a van. This program would greatly benefit not only folks living in vans but the larger community of Sedona as well."
- "I've lived and worked here for 3 years. When I first moved here, it took me 4 months to find an apartment. Over the course of two years, my rent increased by more than 35% and I could no longer afford it and started living in my car. We need affordable housing in order to cap these rent increases. In the meantime, a safe place to lay my head at night would be helpful."
- "I work locally and live in my van. The many new restrictions on 525 prevent me from finding a site to sleep in the National Forest. I've found a campsite in Camp Verde and commute, but gas prices are prohibitive."
- "I am a jeep tour driver. I've been living in my car for a few months now because I can't find a place to rent. I've been going down to the Cottonwood Rec Center to take a shower and freshen up before work but it's been taking a toll on me and a lot of wear and tear on my car. I would definitely use the lot to sleep at night and would feel safe knowing the lot will be staffed and monitored."
- "I can't find housing and live in my car. I work at the local supermarket and shower at the gym. Affordable housing would be great, but a safe place to sleep would be good in the short-term. Thank you."

Exhibit A1: Location Maps



Exhibit A2: Location Maps

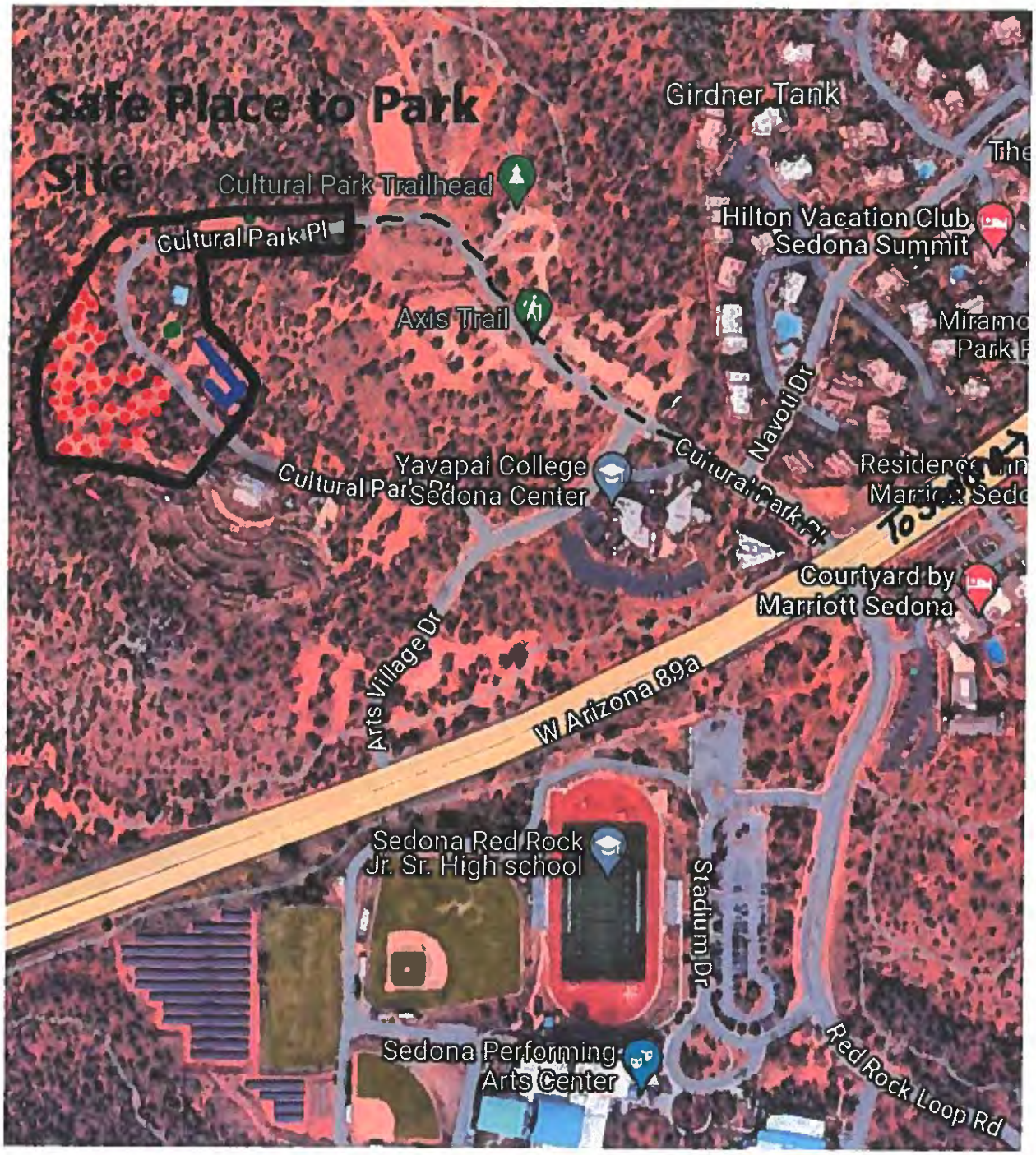



EXHIBIT
B

4 season
4 up to 6 outlets
30 amp 20 volt
20 volt
50 amp
Commercial Series
8 station
Propane tank - will need refilling
can direct to sewer
can add Limiter on purchased models
pumper service
pumped daily
$1600/wk pumping

EXHIBIT C

Whatever Your Event

PORTABLE RESTROOM TRAILERS, LLC

Mobile Restroom Trailers

We Have The Right Solution



12 month.

Classic

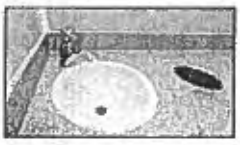
Purchase with Buyback program

SHOWERS WITH DOUBLE SINK VANITIES



The Classic 8 Station Shower Trailer has a durable yet comfortable interior design and is perfect for those long term project sites.





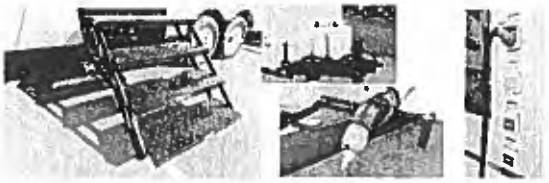




The easy-to-use fiberglass showers include a changing area with lockable door, clothes hook and small corner seat. Also included is a single lever faucet for easy temperature control and a shower germicide protected mat.

Both suites include a common area with double sink vanities complete with coordinating countertops and flooring.





fill up
1.5 gal per minute

TANKS filled quickly

Fully climate-controlled environment maintained by air conditioning and heat strips!

Get electronic notifications on your mobile device for efficient monitoring.

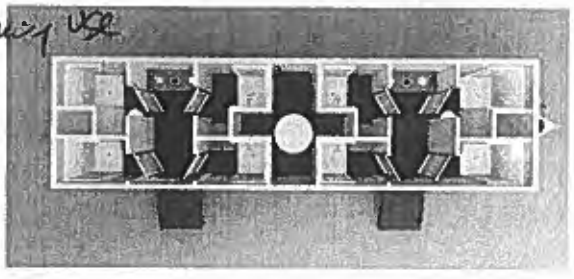
ALSO AVAILABLE WITH OR 4 SEASON PACKAGE

Length	32 ft
Width	8 ft
Fresh Water	200 gal
Water Supply	City Water-Garden Hose
Waste Tank	1150 gal
Water Heater	On-Demand LP gas
Power Supply:	(1-4) 120/30

20 amp converter is available

for emergency use

The spacious floor plan includes 1 Women's and 1 men's central suites with seperate entrances



While we try to ensure accuracy, Portable Restroom Trailers reserves the right to correct any errors or misprints of photos or descriptions, or refuse any order based on an incorrect photo or description at any time. We apologize for any inconvenience should this occur with your order. Please note, due to occasional changes in manufacturing; photos, brochures, and videos may not be an exact representation of your trailer.

1-877-600-8645

Pricing

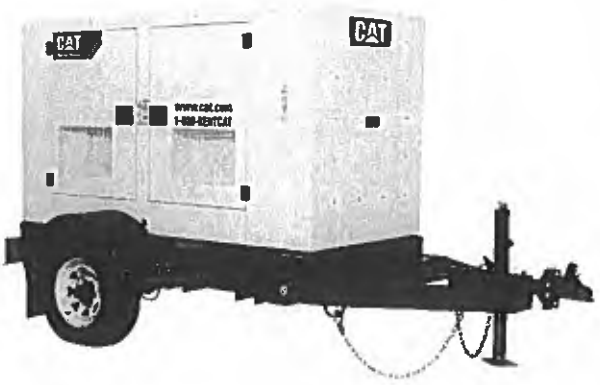
	6 Months	*12 Months*
(1 unit)8 or 9 Station Portable Restroom Trailer with A.C. & Heat(or larger trailer): **Code B.**	$5,490/month per trailer Minimum 6 months	$4,490/month per trailer Minimum 12 months
6 Month rental. 1 Month = 4 weeks. Minimum 6 months required. **Rental to start up to 45 business days from signed rental agreement & deposit for 6 months. Subject to availability.**	***Subject to Availability***	***Subject to Availability***
***POWER CORDS TBD AT TIME OF RENTAL AGREEMENT**	***To secure, signed rental agreement & deposit needed ASAP**	***To secure, signed rental agreement & deposit needed ASAP**
***Quote expires March 31, 2023**	***Lessee to verify daily janitorial, cleaning & restocking services for trailers during rental period**	***Lessee to verify daily janitorial, cleaning & restocking services for trailers during rental period**
***All rental agreements to be completed & deposit up to 45 business days prior to rental**	***Cannot cut or modify cords**	***Cannot cut or modify cords**
AND		

PORTABLE RESTROOM TRAILERS, LLC
Mobile Restroom Trailers

EXHIBIT D

XQ30 RENTAL

CATERPILLAR®



Shown with optional trailer

STANDBY 30 kW
PRIME 27 kW
60 Hz

Voltage	Standby kW (kVA)	Prime kW (kVA)
208/120V	30 (37.5)	27 (33.8)
480/277V	30 (37.5)	27 (33.8)
240/120V	26.5 (26.5)	24 (24)

FEATURES

EPA TIER 4 AND CARB CERTIFIED FOR NON-ROAD MOBILE APPLICATIONS

SOUND ATTENUATED ENCLOSURE

- The fully weatherproof enclosures incorporate internally mounted exhaust silencers.
- Highly corrosion resistant construction.
  - Body made from sheet steel components pretreated with zinc phosphate prior to polyester powder coating at 200° C (392° F)
  - Black stainless steel padlockable latches.
  - Zinc die cast hinges/grab handles.
- Excellent access for maintenance.
  - Two large doors on each side. Two rear doors for distribution/control panel.
  - Front panel for air discharge box access.
  - Lube oil and cooling water drains piped to exterior of the enclosure.
- Security and safety.
  - Safety glass control panel viewing window in a lockable access door.
  - Cooling fan and battery charging alternator fully guarded.
  - Fuel fill and battery can only be reached through lockable access doors.
- Transportability.
  - Tested and certified single point lifting eye.
  - Lifting points on baseframe.

ROBUST DESIGN FOR RENTAL ENVIRONMENT

- Packages designed to survive in a rugged environment.

DISTRIBUTION PANEL

- Switchable voltage from 480/277V 3-phase to 240/139V 3-phase (adjustable to 208/120V 3-phase), 240/120V single phase.*

REAR CUSTOMER ACCESS

- Access through two doors.
- Separate control panel access.
- Separate connection console.
- Hinged door over main connectors.
- Emergency stop on panel.

ENVIRONMENTALLY FRIENDLY DESIGN

- EPA Tier 4 off-highway compliant engine.
- UL single walled fuel tank base with 24 hour minimum fuel supply.

OPTIONS

- AH1H – Anti-condensation heater 110-120 volt AC
- WHH – Coolant heater 110-120 volt AC
- LOLR – Lube oil make-up system with REN automatic leveller
- Double wall fuel tanks
- Battery charger
- Hydraulic or Electrical Brake Trailer
- PFT – 0.8 pF test

* Refer to distribution panel specifications for details.

STANDARD FEATURES

1. ENGINE

Heavy duty industrial EPA Tier 4 compliant diesel engine.

1.1 Governor

Electronic

1.2 Electrical System

12 volt DC. Energized to run shutdown solenoid. Oil pressure and coolant temperature/level shutdown switches and gauge senders.

1.3 Derates

Genset power derates will be required in accordance with engine manufacturers above 37° C (98.6° F).

2. COOLING RADIATOR

Radiator and cooling fan complete with protection guards, designed to cool the engine in ambient temperatures up to 49° C (120° F).

3. ENGINE FILTRATION SYSTEM

Cartridge type dry air filters with restriction indicator. Racor fuel filter in addition to engine filter. Cartridge type fuel filters and full flow lube oil filters. All filters have replaceable elements.

4. EXHAUST SYSTEM

Critical silencer with flexible connector. All internal pipework lagged.

5. ELECTRICAL SYSTEM

12 volt system with battery charging alternator, and starter motor on engine, battery rack mounted on the generator set baseframe and optional battery charger mounted on control panel. Battery rack will accept a variety of battery sizes. Includes Cat maintenance free 880CCA Battery.

6. GENERATOR

Screen protected and drip-proof, self-regulating brushless generator with fully interconnected damper windings, IC06 cooling system and sealed-for-life bearings. Switchable voltage output.

6.1 Insulation System

The insulation system is Class H. Windings are impregnated in a triple dip thermo-setting moisture, oil and acid resisting polyester varnish. Heavy coat of anti-tracking varnish for additional protection against moisture or condensation.

6.2 Electrical Characteristics

Electrical design in accordance with BS5000 Part 99, IEC60034-1, EN61000-6, NEMA MG-1.22.

6.3 Generator Excitation

AREP excitation provides 300% short circuit capability enhanced motor starting and non linear loading performance.

6.4 Automatic Voltage Regulator (AVR)

The R250 is a fully sealed automatic voltage regulator, which maintains the voltage within the limits of ± 0.5% at steady state from no load to full load. Nominal adjustment is by means of a trimmer incorporated in the AVR. The panel door incorporates an additional voltage adjustment potentiometer.

6.5 Waveform Distortion, THF and TIF Factors

The total distortion of the voltage waveform with open circuit between phases or phase and neutral is in the order of 1.8. On a 3-phase balanced harmonic-free load the total distortion is 4%. Machines are designed to have a THF less than 2% and a TIF less than 50. A 2/3 pitch factor is standard on all stator windings.

6.6 Radio Interference

Suppression is in line with the provisions of EN61000-6.

7. MOUNTING ARRANGEMENT

7.1 Baseframe

The complete generator set is mounted on a heavy duty fabricated steel baseframe. The baseframe includes a UL listed closed top fuel tank and incorporates specially designed lifting points.

7.2 Coupling

The engine and generator are directly coupled by means of an SAE flange so that there is no possibility of misalignment after prolonged use. The engine flywheel is flexibly coupled to the generator rotor and a full torsional analysis has been carried out to guarantee no harmful vibration will occur in the assembly.

7.3 Anti-Vibration Mounting Pads

Captive anti-vibration pads are affixed between engine/generator feet and the baseframe ensuring complete vibration isolation of the rotating assemblies and enabling the machine to be placed on an uneven surface without detrimental effects.

7.4 Safety Guards

The fan, fan drive and battery charging alternator drive are fully guarded for personnel protection. Heat guards protect personnel from the exhaust pipe. All guards are to OSHA standards.

8. FUEL SYSTEM

Fuel feed and return lines to the engine are terminated at the baseframe mounted 24 hour extended capacity fuel tank. 3-way valves to allow connection of auxiliary fuel tank.

9. CONTROL SYSTEM

9.1 Control Panel

Set mounted autostart panel in a vibration isolated NEMA 1 sheet steel enclosure with a hinged lockable door.

a. DC and AC Wiring Looms

DC and AC wiring looms utilizing industrial type multi-pin connectors to permit fast fault finding.

9.2 Circuit Breaker

3-pole UL CSA listed molded case circuit breaker mounted on the generator set in a vibration isolated NEMA 1 distribution panel.

9.3 Small power receptacles housed in a NEMA 1 distribution panel.

Receptacles accept industry standard male plugs. Each receptacle is protected by a miniature circuit breaker which also acts as an on/off switch.

10. DOCUMENTATION

A full set of operation and maintenance manuals, circuit wiring diagrams, and instruction leaflets is provided.

11. SOUND ATTENUATED ENCLOSURES

A noise reducing enclosure surrounds the entire generator set. Combined with a critical engine silencer this provides an overall noise reduction from 65 to 68 dBA at 23 feet through the range.

12. FACTORY TESTS

The generator set is load tested before dispatch. All protective devices, control functions and site load conditions are simulated and the generator and its systems checked, proved and then passed for dispatch. A test certificate can be provided upon request.

13. EQUIPMENT FINISH

All sheet metal components including the enclosure and the base tank are fully degreased, phosphated and chromated for anti-corrosive protection prior to painting with polyester powder. The powder is cured at a temperature of 200° C (392° F) to ensure maximum scuff resistance and durability. All fasteners are electroplated. The engine and generator are thoroughly cleaned and finished in temperature controlled ovens with industrial high gloss polyurethane paint.

14. STANDARDS

The equipment meets the following standards: BS4999, BS5000, BS5514, IEC60034, EN61000-6, NEMA MG-1.22.

15. WARRANTY

Full manufacturer's warranty.

XQ30

Materials and specifications are subject to change without notice.

Generator Set Technical Data – 1800 rpm/60 Hz			Standby		Prime	
Power Rating	kW	(kVA)	30	(37.5)	27	(33.8)
Lubricating System						
Total oil capacity	L	(U.S. gal)	10.0	(2.8)	10.6	(2.8)
Oil pan	L	(U.S. gal)	8.9	(2.4)	8.9	(2.4)
Fuel System						
Generator set fuel consumption						
100% load	L/hr	(gal/hr)	10.0	(2.6)	8.8	(2.3)
75% load	L/hr	(gal/hr)	7.2	(1.9)	6.5	(1.7)
50% load	L/hr	(gal/hr)	5.1	(1.4)	4.8	(1.3)
Fuel tank capacity	L	(U.S. gal)	291	(77)	291	(77)
Running Time						
at 100% load	Hours		29+		33+	
Cooling System						
Radiator system capacity including engine	L	(U.S. gal)	12.7	(3.4)	12.7	(3.4)
Heat rejected to coolant at rated power	kW	(Btu/min)	38.2	(2,172)	34.7	(1,973)
Air Requirements						
Combustion air flow	m³/min	(cfm)	2.5	(88)	2.5	(88)
Radiator cooling air	m³/min	(cfm)	81.6	(2,882)	81.6	(2,882)
Generator cooling air	m³/min	(cfm)	19.2	(678)	19.2	(678)
Generator Set Noise Rating*						
(with enclosure at 7 meters (23 feet))	dBA		61		61	

*dBA levels are for guidance only

SPECIFICATIONS

GENERATOR

Voltage regulation ..... ± 0.5% at steady state from no load to full load
Frequency ..... ± 0.25% for constant load from no load to 100% load
Waveform distortion ..... THD < 4%
Radio interference ..... Compliance with EN61000-6
Telephone interference ..... TIF < 50, THF < 2%
Overspeed limit ..... 2250 rpm
Insulation ..... Class H
Temperature rise ..... Within Class H limits
Available voltages ..... Switchable voltage output: 480/277 volt, 240/139 volt 3-phase to 240/120 volt single phase
Deration ..... Consult factory for available outputs
Ratings ..... At 30° C (86° F), 152.4 m (500 ft) 60% humidity, 0.8 pf

ENGINE

Manufacturer ..... Caterpillar
Model C2.2
Type 4-cycle
Aspiration ..... ATAAC
Cylinder configuration ..... In-line 4
Displacement – L (cu in) 2.2 (135)
Bore – mm (in) 84 (33)
Stroke – mm (in) 100 (3.9)
Compression ratio 23:3
Governor
- Type ..... Electronic
- Class ..... ISO8528 G1 and G2

Piston speed – m/sec (ft/sec) 6.0 (19.7)
Engine speed – rpm 1800
Maximum power at rated rpm – kW (hp)
- Standby 36.4 (49)
- Prime 32.8 (44)

BMEP – kPa (psi)
- Standby 1095 (158.8)
- Prime 987 (143.1)

Regenerative power – kW (hp) 7.2 (9.7)

CONTROL PANEL

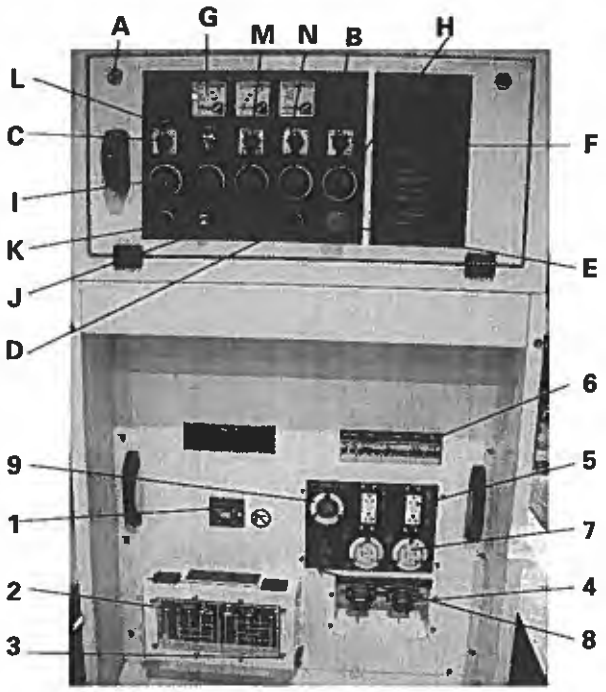
A NEMA 1 steel enclosure with hinged lockable door with viewing window.
B Manual run/off.
C Panel light ON/OFF switch.
D Separate pre-heat pushbutton.
E Red emergency stop pushbutton.
F Lamp test/reset pushbutton.
G AC instrumentation: 1-voltmeter, 1-ammeter, 1-frequency meter.
H Engine gauges for: oil pressure, coolant temperature, battery volts, fuel level.
I Fuel level display with momentary activation pushbutton.
J Hours run meter.
K Voltage adjust potentiometer.
L Frequency adjust potentiometer.
M 1 — 7 Position voltmeter phase selector switch.
N 1 — 4 Position ammeter phase selector switch.

OTHER FEATURES

- Shutdowns: high coolant temperature/low coolant level, low oil pressure, overcrank, overspeed.
- Low fuel level/fuel tank leak alarm.
- Printed circuit board control logic.
- Autostart standard.
- Cycle cranking with 3 adjustable time crank/rest periods.
- Battery charger, 5 Amp constant voltage, UL listed (optional).

DISTRIBUTION PANEL

1 1 — 3 Pole MCCB with solid neutral (4 Wire). UL/CSA listed with shunt trip. Integral trip unit for thermal and magnetic overload protection on MCCB.
2 Main bus connection studs enclosed with hinged transparent cover for easy access and operator safety.
3 Cover for bus studs includes safety lockout feature to keep unit from operating with door open.



4 2 — Single phase — California style Twistlocks, 50 Amps @ 208 Volt phase to phase, 120 Volt phase to neutral (adjustable to 240/139) or 240/120 single phase when operating in single phase voltage position.
5 2 — Single phase — GFCI Duplex receptacles, 20 Amps @ 120 Volts.***
6 Individual circuit breaker protection for receptacles. Also act as on/off switches.
7 2 — 3-phase NEMA locking receptacles, 20 Amps at 208/120V
8 Two wire remote start connection terminals.
9 1 — 30A, 125V single phase NEMA locking inlet receptacle

*** Receptacles not for use with unit operating at 480/277V or 240/139V 3 phase.

STANDBY **30 kW**
PRIME **27 kW**
60 Hz

CATERPILLAR®

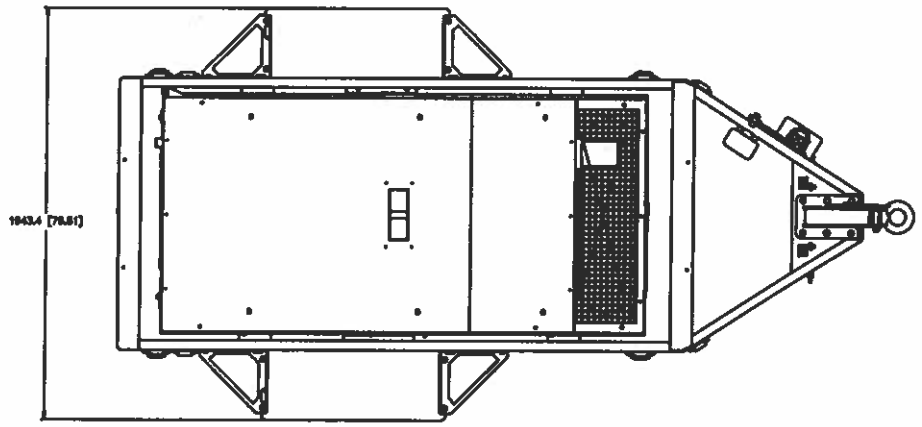
Model	Length mm (in)	Width mm (in)	Height mm (in)	Weight	
				With Lube Oil and Coolant kg (lb)	With Fuel, Lube Oil and Coolant kg (lb)
XQ30	2328 (91.7)	1161 (45.7)	1577 (62.1)	1500 (3,307)	1748 (3,854)
XQ30 with trailer	3764 (148.2)	1943.4 (76.5)	2065.4 (81.3)	1908 (4,206)	2156 (4,753)

RATING DEFINITIONS

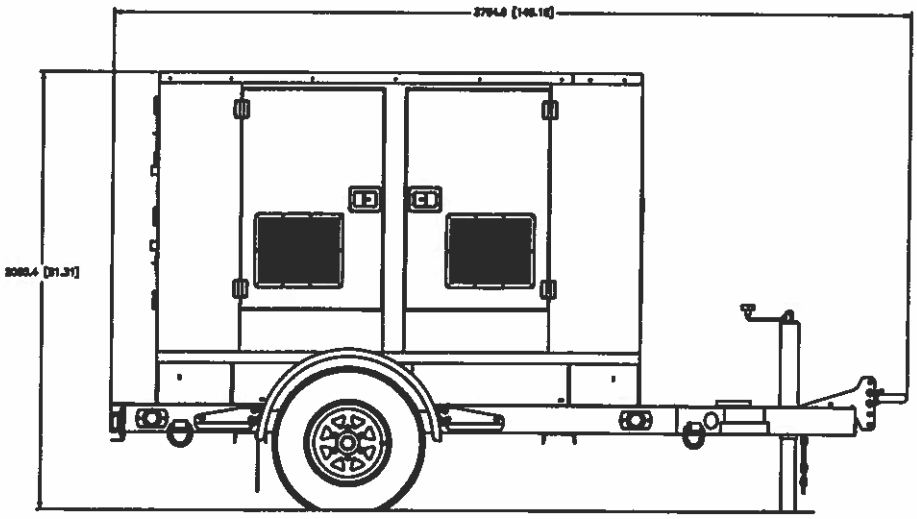
Standby – Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator on the generator set is peak prime rated (as defined in ISO8528-3) at 30° C (86° F).

Prime – Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchased power. There is no limitation to the annual hours of operation and the generator set can supply 10% overload power for 1 hour in 12 hours.

TOP VIEW



SIDE VIEW



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Discretion is recommended when distributing.
Materials and specifications are subject to change without notice.
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Market: N. America

LEHE7009-04 (03-10)

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EXHIBIT E



EXHIBIT F


Safe Place to Park
Site
Cultural Park Trailhead
Cultural Park Pl
Axis Trail
Girdner Tank
Hilton Vacation Club
Sedona Summit
Navoti Dr
Yavapai College
Sedona Center
Cultural Park Pl
Courtyard by
Marriott Sedona
Arts Village Dr
W Arizona 89a
Sedona Red Rock
Jr. Sr. High school
Stadium Dr
Sedona Performing
Arts Center
Red Rock Loop Rd

EXHIBIT G

Exterior Lighting Application
Commercial and Multi-Family
See LDC Section 5.8: Exterior Lighting

City Of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 • www.sedonaaz.gov/cd

Applicant and Permit Information

Applicant Name:	City of Sedona Housing Dept.	Permit #:	
Phone:	928-203-5128	Date Rec'd:	
Email Address:	jfrieder@sedonaaz.gov	Initials:	
Action/Staff Initials:	☐ Approved ☐ Denied	Date:	

Site Identification

Property Address/Location:	75 Cultural Park Place, Sedona AZ 86336
Parcel Number	408-47-009A
Business Name (If applicable):	City of Sedona

Lumen Information

Gross acres of entire site:	6	Acres for Public Right-of-Way:	-
Net Acreage of Site:	6	x 70,000 = Total initial lumens permitted*	420,000

**Total outdoor light output shall not exceed 70,000 initial lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Design goals should be the lowest level of lumens necessary to meet the lighting requirements of the site. Partially shielded light fixtures are limited to a maximum of 3,850 initial lumens per net acre and are counted towards the 70,000 initial lumens per net acre cap.*

Type of Shielding and Lumens Proposed (See Lumen Calculation Table – page 2)

Lumens: Fully Shielded Fixtures:	22,500
Lumens: Partially Shielded Fixtures:	0
Total Lumens Proposed:	22,500

Applicant Signature

Signature:	Jeanne Frieder	Date:	1-10-2024

Exterior Lighting Application

Commercial and Multi-Family

See LDC Section 5.8: Exterior Lighting

Lighting Inventory and Lumen Calculation Table

- Include a Site Plan identifying all lighting fixtures, keyed to the inventory table.
- Include all new/proposed lighting and all existing lighting.
- Include any lighting proposed for external illumination of signs.
- Attach cut sheets or manufacturer's product description for all lights. If not available for existing fixtures, include photographs of the fixtures and any additional information to demonstrate compliance with code requirements.
- Attach additional sheets if necessary

Lighting Classes (See LDC Section 5.8.D(1) for a complete explanation):

- Class 1: High Activity Areas
- Class 2: Security and Public Safety
- Class 3: Decorative and Accent

Correlated Color Temperature(CCT)/Kelvin Rating: A maximum of 4,000K is permitted for all lighting; Class 2 Lighting is limited to a maximum of 2,700K

Shielding:

- F: Fully Shielded: Required for most lighting
- P: Partially Shielded: Limited to 3,850 lumens per acre
- U: Unshielded: Only permitted for existing, legal nonconforming lighting

Site Plan: ☒ Attached ☐ Provided with plans (Sheet _____)

Plan Key (ID)*	New or Existing (N or E)	Lighting Class (1, 2, or 3)	CCT/Kelvin Rating	Shielding (F, P, or U)	Initial Lumens	No. of Units	Total Lumens
	N	2	2700	F	450	50	22,500
					Total Lumens Proposed:		22,500

**Plan key identification in first column must correspond to labeling on site plan*

FIRSTLIGHT TECHNOLOGIES

PLB Series

SOLAR POWERED LED BOLLARD

Project: **City of Sedona Safe Place to Park**

Type: **Type 3** Quantity: **50**



The PLB series solar powered LED bollard is ideal for architectural and commercial pathway applications. The stylish, contemporary design combined with high quality construction and unequalled solar powered performance make the PLB series an excellent fit where quality lighting is required.

PLB solar powered bollards are fully self-contained and offer significant advantages over typical wired bollards:

- Low installation, remediation and electrical design costs
- No electricity bills and no scheduled maintenance
- Immune from power outages
- A sustainable choice without recurring carbon emissions

All of our solar powered lights are enabled by our innovative Solar Lighting Controller (SLC). The SLC in each light is "self-learning" and allows the lights to predictively adapt to their surroundings, providing a level of lighting performance and reliability unavailable in other solar lighting products.

TECHNICAL SPECIFICATIONS

Solar Module:
- High impact, UV resistant encapsulation
- High-efficiency mono-crystalline cells
- Integrated into bollard housing
- Used for day/night detection (no photocell required)

Solar Lighting Controller (SLC):
- High efficiency Maximum Power Point Tracking (MPPT) charge controller
- Micro-controller based technology
- High-efficiency LED driver
- Integrated into bollard housing
- Designed to automatically manage lighting performance based on environmental conditions and lighting requirements

Battery:
- High-performance lithium ($LiFePO_4$)
- Exceptional 10+ year lifecycle
- High-temperature tolerance
- Contained within bollard post
- Designed for easy battery changes when required
- Plug-and-play, sealed connector

Wireless Controls:
- Easy-to-use interface via iOS smartphone app
- Configure and control lighting profiles
- Adjust dusk and dawn thresholds

LEDs and Optics:
- Greater than 100,000 hour L70 lifetime LED
- Extra Warm White (2700K), Warm White (3000K), Neutral White (4000K), and Amber (595nm) LEDs available
- Type 3 and Type 5 full cut-off high efficiency optics
- Typical lumen output 450 lumens
- Wildlife-friendly amber option available

Mechanical Construction:
- Cast, marine-grade, corrosion resistant aluminum housing
- IP67 protection
- Extruded, low copper aluminum post
- Stainless fasteners with security fastener option
- High-strength mounting base
- Architectural grade, super durable, TGIC powder coat
- Four standard colors with custom colors available

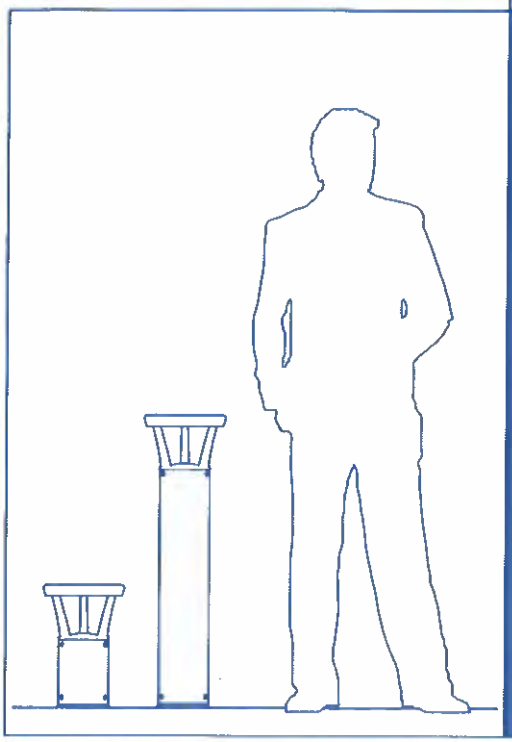
Factory Set Lighting Profiles:
- 11 standard duration profiles available
- Real-time lighting profile options available
- See lighting profile sheet for all options
- Lighting profiles are field configurable with app

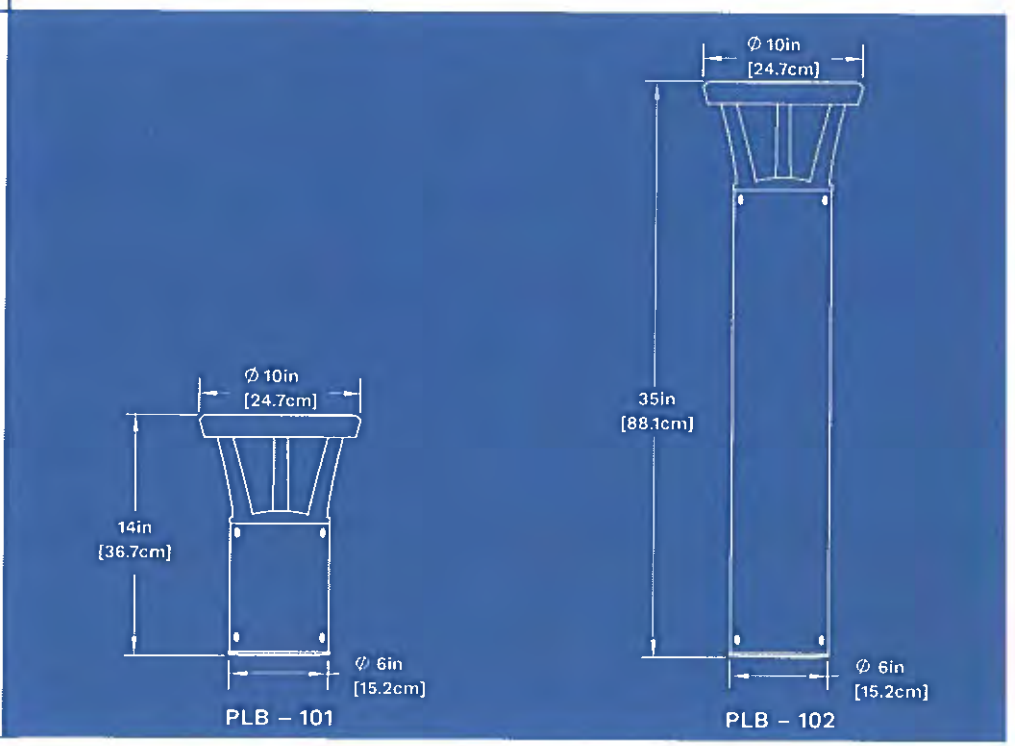
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FIRSTLIGHT TECHNOLOGIES

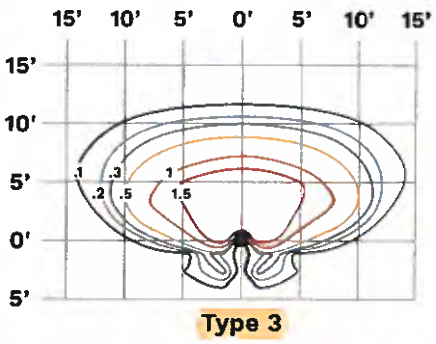
PLB Series

SOLAR POWERED LED BOLLARD

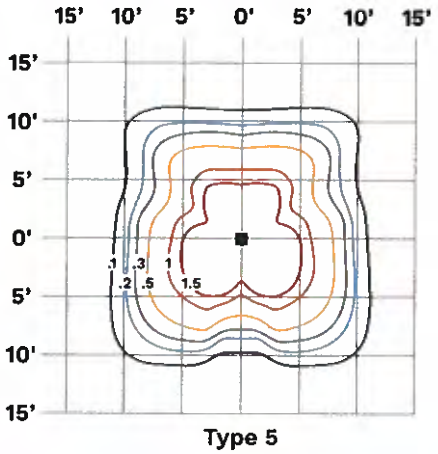




PHOTOMETRICS (IES files available on website)



Type 3



Type 5

Notes:

- Photometrics based on PLB 102 mounting height
- All light levels in foot candles (fc) with 4000K color temperature and typical lumen output
- To convert to lux multiply light level by 10.7
- Typical lumen levels based off of Type 5 optic with the default profile using neutral white LEDs
- Contact us for help in choosing the right lighting profile and distribution
- Specifications subject to change without notice

ORDER MATRIX

Series	Height	Finish	Distribution	LED	Lighting Profile (Full list on website)	Options
PLB	101 - 14"	BK - Black	ASM - Type 3	XW - 2700K	00 - On at dusk, off at dawn	SEC - Security Fasteners
	102 - 35"	BZ - Bronze	SYM - Type 5	WW - 3000K	04 - On at dusk, dim to 30% after 5 hours, brighten to 100% 1 hour before dawn (DEFAULT)	PA - Pre-Ship Anchor Bolts
		SV - Silver		NW - 4000K	09 - On at dusk, dim to 30% after 3 hours, brighten to 100% 1 hour before dawn, off at dawn	BLS - Backlight Shield
		WH - White		AMB - Amber	TX0000X0000 - T=Real-time based lighting profile. X=Choose O (Off), or D (Dim) or B (Bright).	
		CC - Custom			0000= Choose event time between 00:00 and 23:59. Second event optional	

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Exhibit H

Sedona Safe Park Program Code of Conduct

The Sedona Safe Park program is intended to provide a safe and organized space for individuals living in their vehicles who work in Sedona or attend school in Sedona to park in their vehicles on a temporary basis. The Sedona Safe Park program provides a place to park within Sedona city limits that is free from ticketing. The program is for individuals with operational motor vehicles only.

This Code of Conduct is intended to ensure the safety and security of all Safe Park participants and staff, as well as ensure the maintenance of the area.

HOURS OF OPERATION: Sedona Safe Park will operate from 4pm – 8am. All vehicles must vacate at 8am. Sedona Safe Park will be vacant and locked from 8am – 4pm.

QUIET HOURS: Quiet Hours are from 10pm – 6am.

CHECK-IN: You are required to check in to receive an assigned spot and participate in the program. Failure to check in or unauthorized participation will result in suspension from the program. The program is limited to two adults per vehicle. Families with children are welcome and all children must be listed below. No other participants may be added initial after check in.

REQUIRED: ID, PROOF OF EMPLOYMENT OR SCHOOL VOUCHER, PROOF OF CAR INSURANCE, VEHICLE REGISTRATION

PARKING ASSIGNMENT: Each participant will be assigned a parking space along with a parking pass; your vehicle must be in this space with the parking pass hung from the mirror and visible. Park only in your assigned parking spot.

LEAVING THE SITE: You are required to remain on site after check-in until the following morning. Contact security if you need to leave for an emergency. Non-essential trips are cause for suspension from the program.

NO VISITORS: No visitors will be allowed at any time.

NO COOKING is permitted anywhere on site EXCEPT in designated meal preparation area

NO FIRES: No campfires, bonfires, wood fires, charcoal fires. Propane cooking fires allowed in cooking devices at meal preparation area ONLY.

NO TENTS: The site is utilized for vehicle parking only. No set-up of tents or encampments.

MAINTENANCE OF SITE: You must keep all your possessions in your vehicle unless you are briefly organizing or packing. You may be outside your vehicle in the area of your parking space but you may not set up tents or canopies. All garbage must be disposed of promptly in the trash receptacles provided.

BATHROOMS: Bathrooms are to be used for personal hygiene purposes only. Limit your time to what is essential for your needs so that bathrooms are available for other participants.

SHOWERS: Showers are to be used for personal hygiene purposes only. Limit your time to what is essential for your needs so that showers are available for other participants.

ALCOHOL, DRUGS: The sale, purchase, use or possession of drugs or alcohol is prohibited anywhere on the site. A single violation of any of these activities will result in suspension from the program.

SMOKING: For public health reasons, smoking is only allowed in your vehicle. Cigarette butts and garbage must be properly disposed of and not left on the ground.

TRASH: All trash must be disposed of promptly in provided trash receptacles only.

Clothing and shoes must be worn at all times outside your vehicle.

PETS: Pets are allowed but must be in your vehicle or leashed/contained and under your control at all times. It is your responsibility to properly dispose of your pet waste.

TRAIL ACCESS: Trails should be accessed via trailheads to avoid excessive damage to the National Forest land.

PROHIBITED BEHAVIORS: The following behaviors will not be tolerated at any time - arguing; threats or acts of violence; physical fighting; acts or language which constitute racism, anti-Semitism, sexism or homophobia; theft; brandishing weapons; harassment. A single violation of any of these types of behaviors will result in suspension from the program.

CAMERAS: Video cameras will be used to monitor the site to support safety and security.

VIOLATIONS: Violations of the Code of Conduct or any illegal activity should be reported to the site manager immediately. The site manager will notify police of any illegal activity. Illegal activity or violations of this code of conduct will result in termination from the program. Violators may be prosecuted.

Your signature here indicates that you consent to having video cameras at the site.
Your signature indicates you have read, understood and agreed to abide by all of the above.

Participants:

Printed Name	Signature	Date
Printed Name	Signature	Date
		Children, if authorized by staff

Make	Model / Color	License Plate #

Assigned Parking Spot #	Today's Date

Staff initials

Admission requirements

- Maximum of two adults per vehicle. Families with children are welcome. Names of all persons must be given.
- At least one occupant of the vehicle must work or attend school in Sedona. Remote workers will not be admitted as their employment allows them the flexibility to find affordable housing elsewhere.
- Retired and disabled residents of Sedona must demonstrate a necessary connection to Sedona that prevents them from finding affordable housing elsewhere.
- Required: ID, Proof of Employment or School enrollment, Arizona Vehicle Registration, Proof of Auto Insurance
- Vehicles must be in full working order to enter and exit the site daily as required.
- Monthly fee required.

Rules

- Be respectful and courteous to others.
- Park only in your assigned spot.
- Quiet hours: 10pm – 6am
- No entry will be allowed after 10 pm unless prior arrangements have been made.(those who work past 10pm will need to let the site manager know in advance to minimize disruptions to those sleeping)
- Vehicles must remain in the Safe Place to Park once registered for the evening; however, participants may come and go for recreational purposes
- No fires – To protect our treasured national forest lands, fires cannot be permitted. No campfires/bonfires, no wood fires, no charcoal fires, propane fires are allowed in cooking devices only
- The sale, purchase, use or possession of drugs or alcohol is prohibited anywhere on the site.
- The possession of firearms is prohibited anywhere on the site.
- No smoking. For fire safety and public health reasons, smoking is not allowed outside of one's vehicle. Do not dispose of cigarette butts / ashes anywhere outside of your vehicle.
- No congregating outside of vehicles, no parties, loud voices or loud music.
- Trails should be accessed via trailheads to avoid excessive damage to the national forest lands.
- Clothing and shoes must be worn at all times outside of vehicles.
- No visitors allowed at any time.
- Pets are allowed but must be in the vehicle, caged, or leashed, and under your control at all times. It is your responsibility to properly dispose of your pet waste.
- No tents. Vehicle parking only. You must keep all your possessions in your vehicle unless briefly organizing or packing. You may be outside your vehicle in the area of your parking space, but you may not set up encampments.
- All trash must be disposed of promptly in provided trash receptacles only.
- Bathrooms and showers are to be used for personal hygiene purposes only. Limit your time to what is essential so that bathrooms and showers are available for others.
- Headlights should only be used while driving.
- Sleeping with the engine running is dangerous, and therefore prohibited.
- Vehicles must be operable. Inoperable vehicles which remain after the morning closure will be towed without notice at the vehicle owner's expense.
- No RV hookups will be provided. RVs must contain all wastewater (black and gray).
- Video cameras may be used to monitor the site to support safety and security.

- Violations of the code of conduct or any illegal activity should be reported to the site manager immediately. The site manager will notify police of any illegal activity. Illegal activity or violations of this code of conduct will result in termination from the program. Violators may be prosecuted.

EXHIBIT I: Western Gateway CFA Excerpts, Safe Place to Park Program

Issue	Response
Key Issue: Land Use (Page 8) • **Provide a diverse, affordable housing mix**	Intended as a temporary strategy to address lack of housing, this program provides a safe, secure, temporary 'housing' option
Key Issue: Traffic, Pedestrians, Bicycles, Transit, Parking (Page 9) • **Reduce traffic congestion**	Program participants will be congregated on one parcel in the western part of the City, rather than dispersed throughout the City and National Forest, the program will serve to reduce traffic during its hours of operation.
General Recommendations: Land Use (page 11) **Community Plan Goals** • **Provide public gathering spaces that promote social interaction** • **Encourage diverse and affordable housing types** • **Preserve and enhance Sedona's tourist based economic sector** **CFA Objectives** • **A range of housing options that vary by type, size, and price ranges that offer a more affordable alternative to single-family housing and an opportunity to age-in-place**	Participants will have a common gathering space for meal preparation and social interaction. The program will provide a safe, secure, off-street, temporary option for people to sleep while affordable housing is being developed. This project supports businesses by serving locally employed people who live in their vehicles. Housing is being built to accommodate diversity in type, size and price ranges. Until then, this project will serve people who may likely be eligible for these housing options.
General Recommendations: Circulation (page 11) **Community Plan Goals** • **Provide for safe and smooth flow of traffic.** • **Create a more walkable and bikeable community** • **Reduce dependency on single-occupancy vehicles** **CFA Objectives** • **A connected network of sidewalks and trails that link neighborhoods and lodging to businesses and destinations.** • **A transit system that is convenient and useful for residents and visitors**	Traffic congestion will be eased by the program by providing a specific area where people can safely park to sleep. The area is conducive to biking and walking, as it abuts the National Forest and trailheads are easily accessible. Linkages to sidewalks and trails, providing access to businesses and destinations. Verde Shuttle is located at the intersection of Cultural Park Drive and State Rte. 89A for use if necessary.

EXHIBIT I

General Recommendations: Environment (page 11) **Community Plan Goals** • **Preserve and protect the natural environment** • **Protect and preserve natural open space** **CFA Objectives** • **Public lands that are protected and scenic views that are preserved** • **Natural areas preserved on ridgelines and along the highway**	The project will have a minimal footprint, with minimal landscaping, minor road re-grading for safety. Brush and debris will be removed, minimal tree-pruning. Grey water will be dispersed among natural vegetation/trees and a natural 'rain garden' will be added near the shower trailers to collect grey water. Trash/recycling receptacles will be utilized for waste disposal. Trash/recycling receptacles will be utilized for waste disposal and will be regularly collected by vendor. Natural Contours of the land will remain untouched. No permanent structures will be added. No building or excavating is required except for minimal site preparation for shower/restroom facilities. Participants will be parked here instead of the National Forest to lessen the environmental impact of the forest lands. We will be providing restrooms and trash and recycling bins which are not provided at disbursed camping sites. The parcel is sited at a lower elevation than surrounding land and will not be visible from any roadway or trail. The site is not visible from highways. Ridgelines will not be impacted due to the lower elevation.
General Recommendations: Place and Community (page 11) **Community Plan Goals** • **Create increased opportunities for formal and informal social interactions** **CFA Objectives** • **Public spaces and activities that connect the community** • **New development that reflects the vision of the Western Gateway and does not change the character of existing neighborhoods.**	The program will accommodate up to 40 locally employed individuals who live in their vehicles, many who have no opportunity for social interaction outside of work. This program will allow people to connect with others, provide support, receive access to necessary services, and develop a sense of community. Because of its location, bordered by the National Forest and/or City-owned empty lots, there will be no impact to existing neighborhoods.

Recommendations: Land Use, General (page 15) **CFA Objective: A compatible mix of land uses that support and enhance key educational, healthcare, and arts-related anchors.** **Strategies:** • **A diversity of land uses should further the Community Plan goals for creating people-friendly places that can meet a variety of needs and that are accessible to the community**	School-age participants will be able to be near their schools. There will be a stronger sense of security and will create better conditions for learning and attendance. A temporary safe parking program is a diverse use of land that will provide safety, security, opportunities for development of a sense of community, opportunities for better student learning, access to supportive services.
Recommendations: Land Use, Housing (page 18) **CFA Objective: A range of housing options that vary by type, size, and price ranges that offer a more affordable alternative to single-family housing and an opportunity to age-in-place.** **Strategies** • **A diversity of housing types should be provided, incorporating both ownership and rentals with sizes and price ranges to meet the needs of seniors, singles, workforce, and others who want alternatives to a detached single-family house, including but not limited to mixed use, live/work, and multi-family options.** • **Opportunities for rental housing should be explored in both existing and new development.** • **Flexibility in development standards, such as density, height, lot coverage, and parking should be provided where view corridors and adjacent neighbors are not impacted.**	The Safe Place to Park program will meet the needs of a discrete population of the workforce living in their vehicles by providing a temporary option for security while affordable housing is being developed. While camping is not permitted due to the location of this site, allowing it here serves a need for the intended use even though it doesn't conform to development standards. Flexibility in development standards on an area that is hidden from the public would serve local employees who otherwise cannot find housing.
Recommendations: Circulation, Traffic Flow (page 20) **CFA Objective: Reduced congestion on SR 89A and City streets** **Strategies** • **Full access to SR89A limited to established street system** • **No additional curb cuts onto SR 89A**	Congestion will be reduced on SR89A and city streets. There is an easy entry point to the site at the far western edge of the city, reducing traffic impact. Participants will park their vehicles and will be able to utilize public transit, biking or walking on trails or sidewalks. The entry point to the parcel is an established roadway – Cultural Park Drive. No additional curb cuts will be required.

Recommendations: Circulation, Circulation and Walkability (page 21) **CFA Objective: Improved safety, convenience, and experience for walking and bicycling** **Strategies** • **The need for vehicle trips should be minimized** **CFA Objective: A connected network of sidewalks and trails that link neighborhoods and lodging to services and destinations** • **Public access should be provided to National Forest trailheads. Neighborhood links to the National Forest trail system should be provided where recommended by USFS.**	Once checked in for the evening, participants will be able to utilize public transit, and will have access to trailheads for hiking and biking.
Recommendations: Circulation, Parking and Transit (page 23) **CFA Objective: A transit system that is convenient and useful for residents and visitors.** **Strategies** • **The local transit system should be expanded and adequate pullouts, benches and shelters provided** • **Tie into Verde Lynx for commuter transit**	Located near public transit, participants will not be utilizing their vehicles during hours of program operation and can use public transit if needed. Verde Shuttle operates from 7am – 10pm at the Cultural Park
Recommendations: Environment, Natural Open Space (page 25) **CFA Objective: Natural areas are preserved on ridgelines and along the highway** **Strategies** • **Development should be clustered when adjacent to National Forest to create buffers within the wildland-urban interface** • **Public education regarding "leave no trace" practices should be supported** • **Natural open space should be preserved on ridgelines, hilltops, and key locations along the highway**	The intended use as a parking/campsite area will be situated in a parking area that had been graded for a previous parking. Parking/campsite spaces will be strategically clustered away from site boundary to preserve the buffer with the National Forest and minimize impact to surrounding area and will not impact trees and land. The minimal footprint will not disturb additional land for this use. Boulder placement around areas of the perimeter will ensure a buffer with the National Forest. Participants will be instructed to access trails via established trailheads at the Cultural Park. Participants will be instructed to leave no trash behind and to ensure their parking spots are empty of all debris upon exiting the site. Trash/recycling receptacles will be

	placed in the communal area and will be regularly collected by contracted vendor. The site is situated at a lower elevation and is not visible from the highway or other locations at Cultural Park.
Recommendations: Sense of Community (page 28) **CFA Objective: Public spaces and activities that connect the community.** **Strategies** • **Open, shared, community spaces should be incorporated into development projects.** • **Amenities should be included in community spaces such as shade, seating, landscaping, and public art**	The communal area for meal preparation will allow for gathering and social interaction to encourage a sense of community, sharing and building supportive relationships. Picnic tables for seating.
Recommendations: Sense of Place, Area Character (page 30) **CFA Objective: New development reflects the vision of the Western Gateway and does not change the character of existing neighborhoods.** **Strategies** • **As a gateway to the community, it is important that natural open space play a central role in the sense of arrival to the community. Land uses that are complementary to this sense of arrival and red rock views are equally important. Mitigation of the visual impact and traffic impact of new development on currently-established land uses is also very important in this planning area where so much land is currently undeveloped.**	Walkways will be created for ease of walkability and will be lit by dark sky compliant solar lighting bollards for safety. The project is sited out of view of gateway roads and is not visible at street level, ensuring the viewshed will be preserved, and will preserve a welcoming sense of open space when arriving in Sedona.
Character Area: Cultural Park: Land Use, Multi-family Residential (Page 36) • **Appropriate in all areas of Cultural Park Character Area** • **Development should include a variety of housing types** • **Development should include long-term strategies for addressing local housing needs** • **Residential development near the National Forest boundary should include measures that will discourage unauthorized access while encouraging the use of trailheads and designated neighborhood links.**	This program will be a temporary strategy to provide a unique, secure area for local employees who can't find housing and live in their vehicles while the longer-term strategies for affordable housing are being developed for the Cultural Park. Additionally, participants will be guided toward affordable housing options as part of the program. The program will provide information to participants about where to access local trailheads to encourage their use.

Character Area: Cultural Park: Development Guidelines for all Land Uses (page 42-43) • **Minimum Planning Acreage: One single, comprehensive development plan for the undeveloped (approximately 40-acre) portion of the area should be submitted for future rezoning. This plan may include phases for development.** • **Corridor/Viewshed Sensitivity** • **Connectivity: Pedestrians: Sidewalks and paths must link on-site amenities, parking, trails, streets, community spaces, adjacent destinations**	The Safe Place to Park program is a temporary use of the property as part of the longer term strategy to provide housing and mixed uses at the Cultural Park. This area will be part of the master planning process for the entire property. The project, sited at a lower elevation, has a low visual impact to the entrance corridor and viewshed. Walkways will be created to link to the communal area and shower/restroom facilities.

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible direction on a proposed Safe Place to Park program for homeless local workers and families with children enrolled in local schools.

Department	CM – Housing
Time to Present	30 min.
Total Time for Item	2 hours
Other Council Meetings	June 15, 2023 Budget Work Session
Exhibits	Exhibit A – Site map

Finance Approval	Reviewed 1/3/2024 CRW
City Attorney Approval	Reviewed 1/3/24 KWC
City Manager's Recommendation	For discussion and direction only.

Expenditure Required	
$	585,349 $151,334 – one-time costs $434,015 annual operations
Amount Budgeted	
$	400,000
Account No. (Description)	12-6340-60-6405 (Professional Services – Homelessness Program)

SUMMARY STATEMENT

Background:

On June 15, 2023, City Council conditionally approved a budgetary placeholder in the amount of $400,000 for a Safe Place to Park program, pending further programmatic detail for City Council discussion and final approval.
The purpose of this meeting is to review the information about safe parking programs more broadly, propose programmatic details and estimated costs, and receive direction from Council. If supported, Housing staff will bring back contracts with the service provider, and equipment providers for final approval.

The City's Housing Needs assessment of 2020 showed a shortage of 1260 affordable housing units. At that time short term rentals (STRs) made up about 12% (744 units) of the housing stock. STRs in Sedona have since grown to 16% (1089 units) of the city's housing stock, providing space for more tourists, creating more jobs, but simultaneously, further decreasing

housing availability for locals. The average rent for a 2-bedroom today is $2150. Similarly, home prices in Sedona have increased about 50% since 2020 (avg of 645k in first 6 months of 2020 to 971k in first 6 months of 2023). Sedona, like many tourism-based cities, has long-struggled with limited housing affordable for the workforce. As a result, the affordable housing crisis, for the most part, will only be overcome by building deed-restricted affordable housing, which takes years.

Identified Need:

Due to the conditions in the real estate markets, many families and individuals who live and work in Sedona have been forced to make a choice to live in their cars. The Sedona Oak Creek Unified School District has reported 19 known homeless students enrolled from 13 families. Of those families, five are known to be living in cars or campers. These families report traveling to and from school daily from the National Forest, or wherever they can find nightly parking. The local food pantry surveyed participants and reported 39 participants said they live in their vehicles, and work in Sedona. The police department responded to 18 calls from residents over the last two months regarding people in vehicles trespassing on private property. Those calls combined with patrol officer reports have resulted in more than 100 people being “moved along” in a two-month period; however, the data does not indicate whether they were local workers. A recent public outreach effort to help identify those who would use the Safe Place to Park program generated 54 responses, 32 of which were from local working residents who live in their vehicles and said they would utilize the Safe Place to Park (nine were calls from residents opposed to the program, though they had no information about the proposed operations of the site.) The public outreach Facebook post revealed 35 potential program participants in a total of 170 comments.

Population characteristics:

Research shows that the needs of people sheltering in their vehicles are different from the chronically homeless living outdoors. Individuals sheltering in their vehicles have access to greater resources as demonstrated by the ability to maintain employment and a vehicle. They often maintain work and community ties not afforded to individuals living on the street, but still face unique legal, social, and economic challenges. The vehicular homeless survive in a precarious position, exposed to citations, towing, or impoundment fees that threaten their economic stability and their ‘homes’.

Safe parking programs aiming to meet the needs of people living in their vehicles recognize that safety and basic physiological needs are the foundation of stability. By meeting the basic physiological and safety needs, safe parking can prevent individuals from slipping into further hardship. Adults require their basic needs to be met to focus on work, housing, and community. Safe parking lots provide a space and basic hygiene amenities for vehicular residents to park overnight without risk, while jobs can be maintained, and housing can be found.

Throughout the country, rising costs of living and stagnant wages have contributed to housing instability and thus increases in unsheltered people relying on their vehicles as a place to live and sleep. According to a study performed by the University of San Diego, research indicates that between 30% and 50% of unhoused individuals in western cities now utilize their vehicles as a primary source of shelter. Organizations in Colorado, Nevada, California, Oregon and Washington have initiated safe parking programs to address this need. Even though the number of individuals living in their vehicles is increasing, many homeless services focus on chronically unsheltered homeless who live in the streets or other makeshift shelters, whose needs are often

more challenging. Meeting the needs of the vehicular homeless is ‘the low-hanging fruit’ of the homelessness problem.

The Safe Place to Park program seeks to address basic needs by providing a designated and secure parking area for working homeless; and connecting participants to social service providers to ensure a holistic approach to addressing the diverse needs of this homeless population, with securing stable housing as the end goal. This program will allow us to collect data on the vehicular homeless population to better understand their unique challenges, aiming to inform future policies and housing solutions. Data will also help to inform our upcoming Homeless Needs Assessment.

Program Overview

Safe Place to Park is proposed as a temporary solution, providing a safe parking area for individuals and families who work or attend school in Sedona yet are experiencing vehicular homelessness. The program aims to offer secure space, basic amenities, and connections to housing and supportive services.

If approved, the Safe Place to Park will be located on approximately 5 acres of the Cultural Park. The Cultural Park site is planned for redevelopment to include affordable housing and other community-serving elements based on a master plan which for which the public input phase will begin soon. The plan is expected to take nearly a year, while the resulting construction at the Cultural Park is expected to be even further out. In the meantime, we propose the site be utilized to address the needs of individuals and families who live in their vehicles for a period not to exceed two years depending upon participation, operational effectiveness, and outcomes. Additional Council approval will be required to extend the program beyond two years.

Proposed program components include:

- A designated safe parking area, open between the hours of 5pm and 9am, ensuring secure and accessible space for up to 40 individuals living in their vehicles, with room to expand if needed. All participants must leave in their vehicles during closed hours (9am to 5pm daily), leaving nothing behind.
- Shower trailers, portable restrooms, (including ADA versions), and waste receptacles to ensure basic hygiene needs are met, promoting the overall health and well-being of individuals utilizing the program, and reducing the impact of vehicular homelessness on public facilities, residents, local businesses and the national forests.
- Code compliant wayfinding signage and solar ‘dark sky’ compliant safety lighting will be utilized.
- An experienced site manager, the Verde Valley Homeless Coalition, will manage the site ensuring smooth operations, acting as a service hub to connect participants to housing and supportive services, and providing data to enable effective monitoring and evaluation of program success and housing needs.

Physical Site Components:

- Temporary fencing will be installed around selected areas of the site for safety of equipment and safety of participants.
- Entry access to the site will be via Cultural Park Road that runs into the site at the northeast corner of the parcel.

- Site Manager will be stationed in an RV at the entrance to the program.
- A chainlink gate will be closed and locked when program is not open.
- Shower trailers (one standard, one ADA-compliant) will be situated on a higher elevation of the site to allow graywater discharge distribution. A quiet generator will power the showers.
- Portable restrooms (including ADA) will be pumped, serviced and sanitized regularly by the vendor.
- Shower trailers and restrooms will be locked when program is not open.
- Parking spaces will be numbered and will be fitted with recycled fire hose for parking space lines.
- Wayfinding signage will be code-compliant and will direct people to assigned parking spaces.
- "Dark Sky" compliant safety bollard lighting will be placed near shower/restroom facilities and along pathways for safety.
- Meal preparation/cooking area dedicated for this purpose to maintain fire safety throughout the site.

Program Goals and Objectives:

The program seeks to serve the needs of the vehicular homeless working in our community. By targeting this demographic, we aim to intervene early in the cycle of homelessness, preventing it from becoming chronic.

First and foremost, the Safe Place to Park program aims to *increase stability and safety for the vehicular homeless*, *transition participants to housing*, and to *connect parkers to appropriate social services* based upon individual need. The program seeks to *foster trust* among participants to help *build community* and dignity for participants, but there are broader community benefits.

Reduce overuse of Forest Service land. The Coconino National Forest has typically been a refuge for those living in their vehicles. However, recent changes by the National Forest Service to condense and restrict overnight camping, coupled with a 14-day camping limit, has seriously limited the options for the vehicular homeless. Since the closure of the popular camping corridor just outside Sedona, the workforce has complained of competition for quiet parking spots and overnight parking within the city has grown. A safe parking area will help alleviate these issues.

Eliminate overnight parking along city streets and private property. People living in their cars find places to park and sleep where it may not be legally permitted, i.e., in store parking lots, on streets and city parks and on private property. This becomes a burden for law enforcement, creates sanitation issues, and draws complaints by citizens.

Identify this largely uncounted population to better inform housing needs. Vehicular homelessness is largely uncounted and invisible. Because it is a mobile population, obscured by full-time travelers and tourists, it is difficult to quantify. Creating a local hub for this population will allow the City to begin to identify the extent of the issue, better tailor new housing options to specific needs of locals, and to inform participants as housing becomes available.

Operations:

Process
The program will be a drive-in-nightly/drive-out-daily program. Wayfinding signage will provide directional information and parking spot identification, which provides safety and security in case of emergency. Solar lighting bollards will be placed throughout the site to provide safety on walking paths. Shower trailers and portable restrooms (including ADA versions) will be placed on site. Participants will drive in at night and be checked in at the gate by the site manager. The site manager will provide an overview of the rules, require a signed waiver form, will check and record ID, vehicle registration and insurance information; and assign a parking spot. If participants are unable to provide registration and insurance, acquiring it will be part of their service plan. Participants will be required to meet with site management staff within two weeks of entry into the program to perform intake assessment and develop a service plan with timelines/benchmarks. Review of the service plan will be ongoing with revisions as needed. Referrals/appointments will be scheduled with necessary support agencies as part of the service plan. The program will provide housing referrals to agencies like Catholic Charities which can provide financial assistance if needed for deposit and first month's rent.

Site Management
The Verde Valley Homeless Coalition (VVHC) will provide site management, and coordination with other service providers, focusing on connection to housing, legal assistance, behavioral health and healthcare. This comprehensive approach is designed to address the needs of our local workforce who live in their cars and to promote their long-term self-sufficiency. The Verde Valley Homeless Coalition has a proven track record in addressing homelessness in the Verde Valley dating back to the 1990's. VVHC became a 501c3 in 2018. The organization initially opened a daytime drop-in center five days each week, which later expanded to daily services. In October 2021, the drop-in center began operations as a full-time homeless shelter. In early 2022, VVHC received a CDBG grant and purchased a property to build transitional housing in Cottonwood, which is nearly complete. VVHC has established strong ties within the community and has developed a network of supporters and service providers. VVHC staff all undergo employee development trainings to deal with chronically homeless individuals and certify in CPR/AED and first aid.

Admission requirements
- Maximum of two adults per vehicle. Families with children are welcome. Names of all persons must be given.
- At least one occupant of the vehicle must work or attend school in Sedona. Remote workers will not be admitted as their employment allows them the flexibility to find affordable housing elsewhere.
- Retired and disabled residents of Sedona must demonstrate a necessary connection to Sedona that prevents them from finding affordable housing elsewhere.
- Required: ID, Proof of Employment or School enrollment, Arizona Vehicle Registration, Proof of Auto Insurance
- Vehicles must be in full working order to enter and exit the site daily as required.
- Enrollment fee or cost per night?

Rules
- Be respectful and courteous to others.
- Park only in your assigned spot.
- Quiet hours: 10pm – 6am

- No entry will be allowed after 10 pm unless prior arrangements have been made.(those who work past 10pm will need to let the site manager know in advance to minimize disruptions to those sleeping)
- Vehicles must remain in the Safe Place to Park once registered for the evening; however, participants may come and go for recreational purposes
- No fires – To protect our treasured national forest lands, fires cannot be permitted. No campfires/bonfires, no wood fires, no charcoal fires, propane fires are allowed in cooking devices only
- The sale, purchase, or use of drugs or alcohol is prohibited anywhere on the site.
- No smoking. For fire safety and public health reasons, smoking is not allowed outside of one's vehicle. Do not dispose of cigarette butts / ashes anywhere outside of your vehicle.
- No congregating outside of vehicles, no parties, loud voices or loud music.
- Trails should be accessed via trailheads to avoid excessive damage to the national forest lands.
- Clothing and shoes must be worn at all times outside of vehicles.
- No visitors allowed at any time.
- Pets are allowed but must be in the vehicle, caged, or leashed, and under your control at all times. It is your responsibility to properly dispose of your pet waste.
- No tents. Vehicle parking only. You must keep all your possessions in your vehicle unless briefly organizing or packing. You may be outside your vehicle in the area of your parking space, but you may not set up encampments.
- All trash must be disposed of promptly in provided trash receptacles only.
- Bathrooms and showers are to be used for personal hygiene purposes only. Limit your time to what is essential so that bathrooms and showers are available for others.
- Headlights should only be used while driving.
- Sleeping with the engine running is dangerous, and therefore prohibited.
- Vehicles must be operable. Inoperable vehicles which remain after the morning closure will be towed without notice at the vehicle owner's expense.
- No RV hookups will be provided. RVs must contain all wastewater (black and gray).
- Video cameras may be used to monitor the site to support safety and security.
- Violations of the code of conduct or any illegal activity should be reported to the site manager immediately. The site manager will notify police of any illegal activity. Illegal activity or violations of this code of conduct will result in termination from the program. Violators may be prosecuted.

Budget:

The Arizona Department of Housing has reserved $875,000 in grant funds for the City of Sedona to support the ongoing yearly costs for the Safe Place to Park for up to two years.

Budget Item	Description	One-time Costs	Est. Ongoing yearly costs (Year One)
Equipment	Portable Power Supply Generator (diesel) purchase * **	26,000	
	Portable Restrooms rental (6) incl weekly pump- outs (incl one ADA)		26,315
	Portable Showers rental (incl one ADA)		68,000
	Solar Power Safety Lighting bollards +installation	75,759	
	Security Cameras for safety	10,500	

	Fencing as needed	5250	
Utilities	Diesel fuel to power generator *		87,000
	Trash Removal		3600
	Propane (hot water heat)		15,600
	Water		7500
Site Preparation	Excavation, grading and boulder placement, parking delineation, installs by **COS Public Works dept**.	30000	
	Signage (wayfinding, informational)	1000	
	Trenching for propane to shower trailer	1075	
	ADEQ Permit for gray water discharge	1500	
	City Permits – signage, lighting, fencing, trenching	250	
Contractual	Contract with VVHC for Site management and Case mgt/outreach: • Site Staff salaries, benefits and taxes • Employee development/staff training/CPR/AED • Direct Operational expenses (travel, phone, printing, etc.) • Share of organizational operating overhead (accounting, management, etc.)		226,000
	*Generator and diesel fuel costs may be replaced/reduced by electrical installation and electricity costs, pending timing and availability of materials **Generator would be useful after SPTP for other programs		
		$151,334	**$434,015**
Total			**$585,349**

Climate Action Plan/Sustainability Consistent: ☐**Yes** - ☐**No** - ☒**Not Applicable**

The Sustainability Department is providing recommendations to promote recycling and composting, and ensure environmentally sound operations (ex: solar bollards for lighting)

Board/Commission Recommendation: ☐**Applicable** - ☒**Not Applicable**

Alternative(s): Utilize the same funds for a rental subsidy program for tenants. (ex: approx. $500/month for 50 individuals for 24 months)

The Housing department has not fully explored this alternative because providing renter subsidy in a tight market supports inflated rents. With apartments making up only 4% of the City's housing stock, compared to the 16% average shared by the State of Arizona and the US as a whole, options for independent living are few. Providing individual rent subsidies for single-family house-share situations is complicated as landlords often don't want three or four individual leases, or the troubles that come with unrelated people moving in and out on different schedules.

Additionally, because there is little motivation for people to find alternatives to rent subsidy, participants will likely remain in the program as long as possible. Whereas, the Safe Place to Park supports independence and higher turnover. The Safe Place to Park site has the capacity to expand beyond 40 individuals/families per night without exponentially increasing costs if the need is demonstrated. But even if the nightly parking was capped at 40 spaces, we would expect turnover as people find housing, roommates, or other alternatives, meaning it could serve hundreds of people over two years.

Finally, the SPTP partnership will begin to build capacity for the Verde Valley Homeless Coalition in Sedona, enabling them to also aid homeless residents who don't live in cars, perhaps including a future shelter. That, in turn, could enable the city to fully enforce its 'no camping' ordinance.

MOTION

I move to: For discussion and direction only.


Safe Place to Park Site
Girdner Tank
Cultural Park Trailhead
Cultural Park Pl
Hilton Vacation Club Sedona Summit
Axis Trail
Navoti Dr
Yavapai College Sedona Center
Cultural Park Rd
Cultural Park Pl
To Sedona
Courtyard by Marriott Sedona
Arts Village Dr
W Arizona 89a
Sedona Red Rock Jr. Sr. High school
Stadium Dr
Sedona Performing Arts Center
Red Rock Loop Rd

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Tuesday, January 30, 2024 11:20 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	01/30/2024 11:20 a.m.
Response #:	448
Submitter ID:	6347
IP address:	70.33.12.41
Time to complete:	22 min. , 49 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

Dear P & Z Commissioners,
The fact that we need to even consider a safe place to park for people living in their cars confirms that we have a housing crisis. Our vulnerable population has to suffer the indignity of not having a decent place to sleep at night, in addition to fears about personal safety and fines or arrests for illegal parking.
I speak as member of the grassroots Housing Advocacy Group for Sedona, that seeks solutions for our housing crisis. We represent Sedona leaders in education, business, nonprofits, workers, families and seniors and have discussed this program in detail for months with recognition that it provides a much needed service for our vehicle homeless population.
We are often asked if this is the type of expenditure that our city should engage in. I found 44 safe places of Safe Parking programs in the western states of CA, OR and WA, some by cities, some by nonprofits or churches. I can believe that the latter are partially funded by their cities.
What about permanent housing? Housing Solutions of Norther Arizona is currently renovating the hotel next to McDonald's in Cottonwood to create 28 units of transitional housing. They will be ready in the summer. They have also applied for competitive funds from AZ Dept of Housing to buy a hotel in Sedona for the same purpose. We'll know the results soon. The Cultural Park will also provide housing for mixed incomes.
This program will not interfere with neighborhoods…it is a humble temporary solution for our vulnerable workers. Our Housing Department has secured the bulk of the funding through a grant, and the program has been well thought out. Please give it your full support.
Sincerely,
Linda Martinez

3. Your contact information

Name:	Linda Martinez
Mailing Address:	125 Enchanted Way, Sedona, 86336
E-mail:	lmartinezsmc125@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Fw: overnight car camping at the cultural park

Jeanne Frieder <JFrieder@sedonaaz.gov>
Tue 1/16/2024 1:42 PM
To:Shannon Boone <SBoone@sedonaaz.gov>;Cari Meyer <CMeyer@sedonaaz.gov>

fyi

Jeanne Frieder
Housing Coordinator

Community Development Bldg. 104
102 Roadrunner Drive
Sedona, AZ 86336
jfrieder@sedonaaz.gov
(928) 203-5138

Business hours: Mon-Thur 7 a.m.-6 p.m.
Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.
Public safety 24/7

From: jmohan@npgcable.com <jmohan@npgcable.com>
Sent: Tuesday, January 16, 2024 1:31 PM
To: Jeanne Frieder <JFrieder@sedonaaz.gov>
Subject: overnight car camping at the cultural park

I have been reading about the plan for overnight camping/parking at the cultural park. I live in the adjacent neighborhood and I feel anyone who lives in our neighborhood should be notified personally about the plan and the city should have a meeting with all the neighbors who could potentially be affected by this plan.
I personally do not feel comfortable with this initiateve without it be presented to us, and to let us possibly propose an impact statement. The city bought that property with the help of our tax payers money, and after living here for over 20 years I think we have invested enough money so we should be heard. Thanks.
Gerard H Mohan.

Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, February 6, 2024 - 4:30 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL

Chair Levin called the meeting to order at 4:30 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commission Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini, and Commissioners, Kali Gajewski (via Microsoft Teams), Will Hirst, Jo Martin, and Sarah Wiehl. Commissioners George Braam was excused.

Staff Member(s) Present: Karen Osburn, Andy Dickey, Kurt Christianson, Monique Coady, Kurt Harris, Bryce Beck, Steve Mertes, Cari Meyer, Shannon Boone, Jeanne Frieder, Donna Puckett, Hanako Ueda, and Megan Yates.

Historic Preservation Commissioners Present: Nate Meyers

City Council Members Present: Mayor Scott Jablow, Vice Mayor Ploog, Councilor Kinsella, and Councilor Dunn

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

No announcements or updates of current events.

3. APPROVAL OF THE FOLLOWING MINUTES:

a. January 16, 2024 (R)

Chair Levin asked if there were any corrections to these minutes and, hearing none, stated that they are approved.

No corrections were identified; therefore, minutes were approved as written.

4. PUBLIC FORUM: (This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further consideration and decision at a later date.)

Opened the public forum at 4:31 p.m. and, having no requests to speak, closed the public forum at 4:32p.m.

5. Update/discussion regarding the Community Plan Update.

Cari Meyer informed the Commission that the Community Plan is still on schedule to be brought back to the Commission at the February 20th meeting for recommendation of the amended draft to City Council.

No action was taken.

6. CONSIDERATION OF THE FOLLOWING ITEM:

a. Discussion/possible direction regarding a request for approval of a Zone Change (ZC) to amend an existing PD (Planned Development) to add the "Safe Place to Park" Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park). The property is within the Western Gateway Community Focus Area, is ±6 acres, and is located northwest corner of the intersection of W State Route 89A and Cultural Park Place. APN: 408-47-009A. The requested Zone Change an amendment to the permitted uses in the existing PD (Planned Development). Case Number: PZ24-00002 (ZC). Owner/Applicant: City of Sedona (Shannon Boone).

Introduction by Chair Levin

Presentation by Cari Meyer

Presentation by Applicant's Representatives Jeanne Frieder, City of Sedona Housing Coordinator, and Housing Manager Shannon Boone.

Commission's questions of staff and applicant's representatives

Opened the public hearing at 5:43 p.m. and the following people spoke: Stephen Thompson, Sedona; George Ault, Sedona; Samantha Draper, Sedona; Sarah Watts, Sedona; Derek Pfaf, Sedona; Marc Jacobson, Sedona; Susan Price, Sedona; William Esposito, Sedona; Jesse Martin, Sedona; Mark TenBroek, Sedona; Michael Wright, Sedona; Mickey Reynolds, Sedona; Arlene Purghbaugh, Sedona; James McCabe, Sedona; Randy Shams, Sedona; Chip Norton, Verde Valley Homeless Coalition; Karen Schuhmann, Sedona; Carol Kurimsky, Sedona; Tracy Randall, Sedona and Verde Vally Cyclist Coalition; Sean Smith, Sedona; Anthony Johnson, Cornville; Heather Malloy, Sedona; Harry Danilevics, Sedona and William Noonan, Sedona. Elaine Ellis, Sedona was not present when called to speak and Suzanne DeSutter, Sedona declined the opportunity to speak. Zoe Vidgoff, Sedona was not present when called to speak but wanted to register her support.

Having no more requests to speak, closed the public hearing at 6:52 p.m.

Commission's questions of staff and applicant's representatives

MOTION: Vice Chair Hosseini moved to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ24-00002 (ZC), Safe Place to Park, amending the existing PD (Planned Development) on APN 408-47-009A, adding the Safe Place to Park Program, as outlined in the application materials, as a permitted use, based on consistency and conformance with the Community Plan, compliance with all ordinance requirements of LDC Section 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the Planning and Zoning Commission. Commissioner Hirst seconded the motion.

VOTE: Motion carried four (4) for and one (1) opposed. (Levin, Hosseini, Hirst, and Wiehl in favor. Martin opposed. Gajewski temporarily left the meeting at 6:39 p.m. prior to voting. Braam was excused.)

Martin opposed because it does not apply to the CFA.

Chair Levin recessed the meeting at 7:05 p.m. and reconvened the meeting at 7:25 p.m.

b. Continued public hearing/discussion/possible direction regarding a request for approval of a Zone Change (ZC) and Development Review (DEV) to allow for development of a 110-room hotel and 40-unit multifamily housing project (Village at Saddlerock Crossing) at 1259 & 1335 W State Route 89A; 82 & 86 Saddlerock Circle; and 105 Elk Road. The property is within the Soldiers Pass Community Focus Area, is ±6.3 acres, and is located south of the intersection of W State Route 89A and Soldiers Pass Road between Saddlerock Circle and Elk Road. APN: 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088. The requested Zone Change is from CO (Commercial) and RM-2 (Medium-High Density Multifamily) to L (Lodging). Case Number: PZ19-00005 (ZC, DEV). Owner/Applicant: The Baney Corporation (Curt Baney). Authorized Representative: Withey Morris Baugh, PLC (Jason Morris and Benjamin Tate).

Introduction by Chair Levin

Presentation by Cari Meyer

Note: Commissioner Gajewski rejoined the meeting at 7:37 p.m.

Presentation by Applicant's Representative Benjamin Tate with Withey Morris Baugh, PLC., with additional comments by Hayden Baney

Chair Levin disclosed to the Commission and audience that she is a member and officer of the Sedona Historical Society and the Sedona Heritage Museum and is aware of the discussions between the applicant and the Sedona Historical Society.

Commission's questions of staff and applicant's representatives

Opened the public hearing at 8:39 p.m. and the following people spoke: Greg Biddle, Sedona; Nate Meyers, Sedona Historical Society, Sedona; Allan Sirotkin, Sedona; Bill Meunch, Sedona; Patrick Schweiss, Sedona; Teresa Zaun, Sedona; Mark TenBroek, Sedona; Steve Kaiser, Phoenix; Jackie Cruikshank, Sedona; Bernardo Higuera, Sedona; Al Comello, Sedona AZ; Sean Smith, Sedona AZ; and PJ Malani, Sedona. Eline Rankin, Sedona. Martin Krepcho, Sedona; Noreen Slevin, Sedona; Tina Allegrezza, Sedona, were not present when called to speak. Zoe Vidgoff, Sedona was not present when called to speak but wanted to register her support. Having no more requests to speak, closed the public hearing at 9:16 p.m.

MOTION: Chair Levin moved to recommend to the Sedona City Council denial of the proposed zoning request as set forth in case number PZ19-00005 (ZC), Village at Saddlerock Crossing, based on lack of compliance with ordinance requirements, inconsistency with the Sedona Community Plan, Soldiers Pass CFA Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development

Code, and the requirements for approval, as specified in LDC Sections 8.3 and 8.6, and failure to satisfy the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report and accompanying exhibits, which staff report and exhibits are hereby adopted as the findings of the Planning and Zoning Commission. Commissioner Heist seconded.

VOTE: Motion failed two (2) for and four (4) opposed. (Levin, Hirst, in favor. Martin, Hosseini, Gajewski, and Wiehl opposed. Braam was excused.)

MOTION: Vice Chair Hosseini moved to recommend to the Sedona City Council approval of case number PZ19-00005 (ZC), Village at Saddlerock Crossing, based on the following findings substantial compliance with the Community Plan and adjustable measures and subject to the conditions of approval as proposed by Staff in the supplemental memo to the Staff Report. Commissioner Martin seconded the motion.

VOTE: Motion carried four (4) for and two (2) opposed. (Hosseini, Martin, Gajewski, and Wiehl in favor. Levin and Hirst opposed. Braam was excused.)

Vice Chair Hosseini moved for approval of case number PZ19-00005 (DEV), Village at Saddlerock Crossing, based on the following findings compliance with the Sedona Community Plan, Land Development Code and Community Focus Area and subject to the conditions of approval as proposed by Staff in the supplemental memo to the Staff Report. Commissioner Martin seconded the motion.

VOTE: Motion carried four (4) for and two (2) opposed. (Hosseini, Martin, Gajewski, and Wiehl in favor. Levin and Hirst opposed. Braam was excused.)

.

7. FUTURE MEETING DATES AND AGENDA ITEMS

a. Tuesday, February 20, 2024

b. Tuesday, Mach 5, 2024

Cari Meyers informed the Commission that the February 20th meeting will include the draft Community Plan and the March 5th meeting does not have anything scheduled yet but may include some development review projects.

8. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Planning and Zoning Commission may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

9. ADJOURNMENT

Chair Levin adjourned the meeting at 9:35 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on February 6, 2024.

Megan Yates _____ 2/20/2024

Megan Yates, *Assistant Planner* Date

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Thursday, February 1, 2024 2:09 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/01/2024 2:09 p.m.
Response #:	450
Submitter ID:	6354
IP address:	47.215.227.254
Time to complete:	23 min. , 22 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I was very upset to learn that there are children attending schools in Sedona who live in cars with their parents. Now I am very concerned about the prospect of these children spending their nights parked among the coyotes and mountain lions already living in the cultural park area. They will also be sharing facilities with adult strangers. But most importantly, why are we allowing children to live in cars in the first place? How can they attend school and keep up with their classes? When does Child Protective Services step in?

This is just the beginning. A Safe Place to Park will undoubtedly expand as it attracts more and more people with or without cars. It will eventually become an encampment with campfires, tents, garbage, drugs, crime, etc. It will be impossible for the city to contain it or shut it down. It's a very slippery slope...

My home is in Las Lomas, so this proposal directly affects my property value. I vehemently oppose it.

3. Your contact information

Name:	Susan L. Gerbi
Mailing Address:	30 Jasper Court
E-mail:	snetteland@hotmail.com

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Friday, February 2, 2024 12:28 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/02/2024 12:27 p.m.
Response #:	451
Submitter ID:	6355
IP address:	159.118.226.102
Time to complete:	1 min. , 18 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

Dear Planning and Zoning Commission members,

I believe you are all well versed about the current state of housing in our communities. There is an extreme shortage of housing options for many community residents, primarily those who have low incomes and cannot afford market rate rents and mortgages. Although not a permanent housing solution, you have the opportunity to provide an option (Safe Place to Park) to support one group of this struggling population, the vehicular homeless in the community.

I support Safe Place to Park and I ask you to support it as well. I understand this is a temporary program to support the communities local employees who are living in their vehicles. I believe it will address a need for the vehicular homeless while offering these individuals a humane option that provides a safe location to sleep at night, as well as, basic hygiene facilities.

These individuals are a hidden population in the community. Let's let them know that we see them, care about them, and are supporting them by providing this resource while permanent housing options are planned and constructed.

3. Your contact information

Name:	Tania Simms
Mailing Address:	737 S Main Street, Cottonwood, AZ
E-mail:	tania.simms@vvhabitat.org

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Friday, February 2, 2024 12:55 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/02/2024 12:54 p.m.
Response #:	452
Submitter ID:	6356
IP address:	47.215.227.254
Time to complete:	58 min. , 29 sec.

Survey Details

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We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place To Park

2. What are your comments, concerns, ideas, and suggestions about this project?

Let me begin by saying, it looks like limited thought went into the "Safe Place to Park" plan. It is fraught with numerous problems, unintended consequences being a major one.

Even with all the town's proposed restrictions, this plan is flawed from the start. The town should NOT be attracting homelessness of any type. If businesses cannot find or hold employees, they should offer wages or other bonuses in order to attract workers. The job market should be left to correct itself. Government should not interfere with supply and demand. Anytime that happens, unintended consequences occur. One has to look no further than other cities that hold the view that government can solve the homeless problem. These cities incur more of the problem they try to fix.

If the town changes the zoning of the Cultural Park to accommodate the "Safe Place to Park," what will prevent the state or federal government from stepping in at some future date and changing the rules and regulations, interfering with the original intentions and resulting in more homelessness. Look what happened when the state changed the STR rules; now the town basically has no meaningful enforcement rules.

As far as the reality that children are attending school while maintaining residency in a car, this is beyond belief. Their parents/guardians have failed them. Yet, we as a town are actively condoning and contributing to this type of abuse, by promoting a "Safe Place to Park."

I am 100% against this "Safe Place to Park" plan; it is far from safe

3. Your contact information

Name:	Donald Gerbi
Mailing Address:	30 Jasper Ct
E-mail:	gerb@inreach.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Saturday, February 3, 2024 7:50 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/03/2024 7:50 p.m.
Response #:	455
Submitter ID:	6359
IP address:	47.215.226.66
Time to complete:	3 min. , 26 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I wish to express my wholehearted support for the "Safe Place to Park" initiative. I urge the Council's action on behalf of those who have little if any say in their housing options here in Sedona.

Thank you,
Kath Gilliam

3. Your contact information

Name:	Kath Gilliam
Mailing Address:	121 Shadow Mountain Dr
E-mail:	npc.keg@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Sunday, February 4, 2024 12:53 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/04/2024 12:53 a.m.
Response #:	456
Submitter ID:	6360
IP address:	47.215.244.213
Time to complete:	13 min. , 57 sec.

Survey Details

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We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I've been living in Sedona for over 25 years. I know the cultural park are very well. The area near the Western Gateway Trails is an area of immense wildlife. All the way from the parking areas off Cultural Park Road to the gravel pits and all the surrounding areas are home to many different species of animals.
I've seen Deer, Bobcats, Coyotes, Jackrabbits, and a few miles to the north I've seen Elk and Mountain Lions.
This is not an area to be taken lightly.
This is not the correct area to have people camping in their cars, or even out of their cars for that matter. This is not the correct area to build restrooms and amenities for tourists or locals.
If the parking area in question was contained only within the cultural park itself and separated from the wilderness areas that might be a possibility.
However, if the parking area in question is near the western gateway trailhead parking lot that would be detrimental to all surrounding wildlife, because that parking lot directly borders the entire wildlife area.
We cannot risk destroying our wildlife in the entire Sedona area, and especially in this very sensitive area.

3. Your contact information

Name:	Randy Shams
Mailing Address:	100 Little Elf Drive Sedona AZ 86336
E-mail:	randyjrandyj@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Sunday, February 4, 2024 5:28 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/04/2024 5:27 p.m.
Response #:	457
Submitter ID:	6362
IP address:	47.215.227.254
Time to complete:	1 min. , 49 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

The establishment of the "Safe Place to Park" concept in the town of Sedona owned cultural park area will, in my opinion, leave the town open to unabated homeless camping. While the town currently has set up several rules and regulations for use of this "Safe Place to Park" area. The town's rules and regulations can easily be overruled by some individual claiming discrimination for having to prove part-time employment by citing "Martin v. Boise 2017" to establish precedence. Once the town establishes this "Safe Place to Park" area, precedence will be established, they will not have grounds to stop the lawsuit and the ensuring flood of homeless encampments in the once beautiful cultural park area.
At one, time the Cultural Park was part of the Hopi Footprints Migration Area and considered “sacred land” to the Apache, being part of an Indian reservation. The USFS continues to protect the area from Freedom of Information Act (FOIA)) requests, and doesn’t divulge where specific sites are, what was on the property and or what has been removed.
Do the people of the town of Sedona really want this area to be further disturbed for anything other than open space?

3. Your contact information

Name:	Donald Gerbi
Mailing Address:	30 Jasper Ct
E-mail:	gerb@inreach.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 7:04 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 7:03 a.m.
Response #:	458
Submitter ID:	6363
IP address:	24.121.172.77
Time to complete:	2 min. , 14 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

The City has not fully answered why Cultural Park was selected when other city-owed lots are clearly better options!

Sedona Housing Manager Shannon Boone was asked on a Zoom meeting on Jan 30 why they didn't use a city-owned 1 acre Lot on Shelby next to the recycle plant for this temporary project. City council just bought it in 2023 for 1.5 million. It is Fenced,FLAT and accessible to water, power and sewer in an industrial area. It would be cheaper, faster, better than the current plan.

Her answer was that the City planned to break ground to build affordable housing in a few months so they couldn't use the Shelby Lot. She offered no more explanation.

My question is who is breaking ground? The City is obligated to disclose the plans. Is the city building it? Were there bids? Why can't it be delayed for a temporary solution for homeless workers who live in their car?

The City also owns the Dells, 225 acres 6 miles out of town that they have been sitting on. Why not use that?

3. Your contact information

Name:	Cara Kretz
Mailing Address:	85 Ruby Drive
E-mail:	cara.kretz@pm.me

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Saturday, February 3, 2024 3:37 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/03/2024 3:37 p.m.
Response #:	454
Submitter ID:	6358
IP address:	47.215.244.45
Time to complete:	2 min. , 44 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

The Village at Saddlerock Crossing (Oxford Hotel)

2. What are your comments, concerns, ideas, and suggestions about this project?

NO zoning change!

What's the point of having zoning in the first place if developers can just get it changed?

Same goes for the proposed homeless car camping.

3. Your contact information

Name:	Warren Woodward
Mailing Address:	200 Sierra Road
E-mail:	w6345789@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

Safe Place to Park

Letters of Support

Letters to City Council January 2024

Name:	Carol Kurimsky
Address:	Sedona, AZ 86336
Message:	As many of you know, I am on the Board of the Sedona Community Food Bank and volunteer there every week. When I received a flyer outlining the proposed "Safe Space" overnight parking for local workers sleeping in their cars, I printed copies and started talking to Food Bank clients who are local workers to see if they were interested in the idea. The response was overwhelmingly positive, with approximately 39 people who are local workers sleeping in their cars in favor and only one who thought it would be good for others but was not the right solution for her. I encouraged them to contact the city directly and let them know their interest, but most did not want to go public with their car camping status. Therefore, I am sharing the feedback that I received so that you know that the concept of a Safe Space overnight parking was enthusiastically received by many members of our local workforce. I hope you give it strong consideration as we look at how to address our workforce housing challenges in the short term until we can build permanent affordable workforce housing.

Name:	Tania Simms
Address:	Verde Valley Habitat for Humanity, Cottonwood, AZ 86326
Message:	I support the Safe Place to Park initiative that will be provided to you for discussion on Tuesday, January 9th. The homeless population who have been living out of their vehicles deserve a safe place to rest at night. I believe this is a temporary solution to affordable housing and I understand it is only meant to be a temporary solution. The initiative is meant to provide some dignity to this segment of the homeless population who often go unseen and unheard. The city will be able to obtain a better understanding of these individuals housing needs and inform them when housing becomes available. I have read through the details on the agenda bill. This is a well thought out, planned and funded opportunity for the City of Sedona to dignify these individuals who work and have relationships in the city, and are committed to live, as best they can, given the limit of affordable housing options. Sincerely, Tania Simms Executive Director, Verde Valley Habitat for Humanity

Name:	Linda Martinez
Address:	Sedona, AZ 86336
Message:	Dear Mayor Jablow, Vice Mayor Ploog and Council Leaders, As leader of the Housing Advisory Group, I strongly support approval of the Safe Place to Park program. Like you, I am saddened that this is an option that we even have to consider, but such are the realities around housing today. I believe there is concern about whether there will be options for workers after the two years or if this will become a long term solution. The Flagstaff based nonprofit Housing Solutions of Northern Arizona has expanded their services to the Verde Valley. They received funds from the ADOH to buy and convert the Verde Inn (next to McDonalds)in Cottonwood into 32 units of transitional housing, calling it Oak Wash. It will remain as such for 5 years and gradually convert to permanent workforce housing. In addition, they completed application for $5M from ADOH to try to acquire Dreamcatcher hotel in

	Sedona (and also $1.25M for administration). The owner wants above appraisal, but we will work on that. Awards will be made on Jan 18. I will be speaking about this tomorrow for the community. Last, in my discussions with residents in Sedona about this project, I learned that they based their fear and concerns on partial or misinformation. When I explained the program, they exhaled and most could support it. Thank you in advance for making the right decision for our vulnerable population. We have big housing challenges to tackle and this decision will set the right foundation. Sincerely, Linda Martinez

Name:	Steve and Cindy Mattoon
Address:	SEDONA, AZ 86336
Message:	Council Members, My wife and I are urging the council to vote yes on the Safe Parking proposal. We feel that providing this temporary service to the working homeless of Sedona is the right thing to do.

Name:	Clint Beedy
Address:	undisclosed
Message:	Hi. I have been coming to Sedona for the Fall/Winter since 2015 for work as a mobile mechanic and recently a wedding photographer. I had housing for the first few years but lately with the recession and the huge boom in short term housing it has been very hard to find open or affordable housing. It has become harder to find housing in other towns as well and with the price of gas it makes it hard to work in town when I have to travel so far. So I have resorted to living in my vehicle. It has been made much more difficult with the new camping rules outside town and especially with the reduced number of camping spots. The first come first serve spots are filled early and if you work in town late then you are less likely to get a spot. So I am contacting you to ask that you consider opening up a local worker overnight parking location in town because that would help a tremendous amount for me and other workers who have made Sedona home. Thank you.

Name:	Chris Martin
Address:	Sedona, AZ 86336
Message:	Safe Place to Park I have only one story that I think was in the newspaper several years ago. A newly hired teacher couldn't find housing and was living in their car, others gave up their jobs because of the lack of afforable housing. A "Safe Place to Park" while working on more permanent housing could have bought some time in those instances. I know the school district is addressing the housing issue now but at the time it was shocking to me to hear about this as I am a retired school teacher myself.

Name:	Meghan Kincheloe
Address:	SEDONA, AZ 86336
Message:	I am writing in support of the Safe Place to Park program on tonight's Council agenda. As a frequent user of the trail system near the Cultural Park, I see numerous vehicles parked at the site every day that are clearly being lived in. The residents/owners of these vehicles have no safe/legal place to park and certainly nowhere to go to the

	bathroom. My husband and I have witnessed people using the surrounding national forest as a toilet. This program will provide a safe place for these individuals to park at night and provide showers and toilets for those who take part, which will help make the surrounding forest a cleaner and safer space for residents and visitors. I think this is an excellent temporary solution for supporting local homeless populations who are contributing members of our community. The rules and boundaries of the program create a useful structure that addresses the natural concerns I felt upon hearing about the program. I think the program has been well considered and researched and will be a great first step for the City to support the homeless population.

Name:	Tara Golden
Address:	Sedona, AZ 86336
Message:	I support the Safe Places to Park program. As a long-time resident who has witnessed the challenges around homelessness and free camping in Sedona,I offer my perspective. I desire to find a humane compromise that allows people of all economic backgrounds to access the area's natural beauty, while also addressing valid community concerns like trash and overstaying. A supervised program with amenities like showers, wifi, and kitchen access seems like a reasonable approach to balance compassion and practical needs. While some locals may push back, I feel strongly that we should avoid punishing the most vulnerable. With thoughtful communication and bringing diverse voices like yours to the table, perhaps a solution can be found that upholds human dignity while serving the whole community. I dont normally engage in community meetings etc but I am willing to do so on this topic which i think is very important for our town and all who visit not just the ones who can pay $300 a night.

Name:	Jody Jackson
Address:	Sedona, AZ 86336
Message:	Dear Sir/Ma'am, My name is Jodi Jackson. I work at The Laundry Basket in West Sedona. I also live in my vehicle. There is a serious lack of affordable housing for people such as myself both in Sedona and Cottonwood. Because I work at the only laundry mat in town, I also have frequent contact with others who are working in town and living in their cars, vans, and/or rv. I have experienced being asked to leave the place I park at night several times. So have everyone else who is living like I do. The proposed safe parking lot would be extremely helpful for people like me. Please understand that we all need a little boost in one way or another sometimes. And if you want to have people work at your restaurants, laundry mat, grocery stores, and other lower wage jobs, this would be one way to ensure they continue to be at work, clean and rested and ready Thank you for your consideration in this matter. Jodi Jackson

Name:	Jesse Martin
Address:	Sedona, AZ 86336
Message:	Hello, I am writing as a concerned citizen in support of the "Safe Place To Park" program. I have lived in Sedona since February 2001 when I was just 18 years old. It was difficult even then to find an affordable place to rent. I adapted by living in my vehicle. I would park in various locations both outside and within the city limits to sleep. Friends helped me by adding me to their family membership at Los Abrigados so I could take showers. I was a car dweller way before "van life" was popularized and gratuitously exaggerated as a lifestyle. Fast forward many years, my wife and I became homeowners and even landlords of rental properties here in west Sedona. I want to share this extremely abbreviated story because the issue of a safe place to park is an important one to consider and I am one example of why the folks who are working here

	and living in their cars deserve this very compassionate gesture. I never considered being homeless a permanent situation, rather it was a temporary sacrifice to help build resources that would get me in a home here in the place I want to live. Please consider that there are good people right now who are making that same sacrifice because they genuinely want to live here. Of all the problems that are contributing to the current lack of housing we are experiencing, this could be an easy to implement and inexpensive solution to provide the slightest bit of safety and security to a vulnerable but important subset of our community. I feel that the positives would greatly outweigh the negatives and could set an example to other communities. People don't want to live in their cars. It is lonely, insecure, ungrounded and stressful. I can see that from a different perspective this may look like an open invitation to a transient population of pan handling derelicts to free load off the city's generosity. I think this possibility could be avoided with simple rules and regulations regarding the use of the parking. I live on Red Rock Loop Rd. and I see several cars parked every morning. These people would surely appreciate a safe and legal place to park rather than taking their chances where they aren't allowed to be. The pros will far outweigh the cons. I sincerely hope you give this issue and this very courageous solution a strong consideration. Thank you.

Name:	Zzenn Loren
Address:	Sedona, AZ 86336
Message:	Hi, my name is Zzenn and I am a 25 year resident of Sedona and the owner/operator of Sedona Irrigation. I rented a home in west Sedona for 12 years, and in 2021, the owner decided to sell. At that time, I had no idea Sedona was in a housing crisis. I abruptly ended up in my van and have been there ever since still serving the community. Soon after I became homeless, I protested the vacation rentals and wrote an article on the homeless that was published in the Red Rock News. Soon after, I contacted the city asking for exclusive affordable housing for local workers. I emphasized that this city operates because of essential workers and that they should not be living in Corneville or living in vans when the tourists and home owners enjoy the conveniences of Sedona. Mayor Scott set in motion a plan for affordable housing, again, exclusively for vetted workers and business owners (not more incoming relocations). I asked him if Sedona could initiate a Safe Parking Initiative like Colorado has. He said he would consider it. This safe parking area would be a temporary location for vetted local workers (until affordable housing is available) and business owners to pull up, and sleep in a designated parking spot they pay a reasonable monthly fee for. Something like $50 to $100 is what I recommended. This safe parking area would not be for camping, recreation, non-working homeless people, or anything like that. It is designed as a park and sleep area with portable bathrooms. Showers are usually taken at the gym for those of us who live in our vehicles. I emphasize that this area is exclusively for local workers and there should be a parking pass issued to those who are vetted. They should report when they are no longer employed and lose their parking privileges. A severe fine could be implemented for those who abuse their parking privileges and attempt to stay after a loss of employment or closing their business. I just talked to a business owner in uptown and they offered a friend of mine double the amount they are currently being paid at Wildflower Cafe because they can't find anyone to work for them due to the housing crisis. In a town that is as amazing as Sedona is, there shouldn't be this embarrassing legacy. Sedona should lead the field in providing the best opportunities for its local workers. Thanks for your consideration, Zzenn Loren/Sedona Irrigation

Friends of the VERDE RIVER
Working Collaboratively for a Healthy Verde River

SUSTAINING FLOWS RESTORING HABITAT PROMOTING COMMUNITY

January 30, 2024

Planning and Zoning Committee
City of Sedona
102 Roadrunner Dr
Sedona AZ, 86336

To Whom It May Concern:

I hope this letter finds you well. I am writing on behalf of Friends of the Verde River, an organization committed to preserving the health of the Verde River and Oak Creek, to express our wholehearted support for the City of Sedona's "Safe Place to Park" project.

Friends of the Verde River firmly believes in the interconnectedness of community health and the vitality of our waterways. Recognizing the critical needs of our community, we commend the City of Sedona for undertaking initiatives that address these needs while fostering sustainability and environmental responsibility.

We are particularly pleased to acknowledge the proactive approach taken by the project management team in seeking consultation through Friends River Friendly Living program. The voluntary pursuit of support for the greywater reuse demonstration project shows a commitment to innovative solutions that align with our mission.

We are excited about the prospect of collaborating with the City of Sedona on water-saving initiatives, and we look forward to leveraging our expertise and resources to contribute to the success of this project. By working together, we can create positive impacts on both the community and the health of the Verde River and Oak Creek.

Let’s keep the rivers flowing!

Sincerely,

W. David Gressly
Executive Director
DavidG@verderiver.org

Criteria for River Friendly Living as applied to Developments

I. **Sustainable Water Supply.** Access to reliable, clean water sources is required for any community. River Friendly Living minimizes water use by, for example, reducing irrigated areas, installing low water-use fixtures and appliances, and mitigating water use.

A River Friendly Development should eliminate or reduce irrigation, use captured rainwater for irrigation, exceed the federal water efficiency standards in fixtures and appliances, and purchase water offset credits to mitigate the impact of new water use.

II. **Minimize Water Pollution.** New roads, roofs, and landscapes can increase pollution, such as oil and grease, and lead to increased sediment flowing into the streams. River Friendly Living slows down water runoff, allowing water to sink into the ground before erosion occurs. Naturally occurring processes in soil detoxify pollutants before they enter the groundwater.

A River Friendly Development should capture and slow down the flow of water over a landscape to reduce runoff leaving the property. Healthy ecosystems naturally detain rain. If a landscape proposed for development contains riparian forest, this forest and the associated mesquite bosque should be maintained in a natural state so that these features can naturally slow down and filter runoff.

III. **Effluent as a Resource.** Proper effluent management is water smart and minimizes water pollution. Individual septic systems eliminate the ability of communities to manage their effluent as a resource and can contaminate rivers. Leakage from poorly maintained septic systems can be a significant contributor to *E. coli* pollution in waterways. River Friendly Living avoids these problems through centralized effluent management.

A River Friendly Development should connect all homes to a centralized water treatment plant. If this is not feasible, a community septic system can provide some benefits. For a community septic system, the parcel owner or homeowner's association should commit through written agreement to regular maintenance and third-party monitoring.

IV. **Healthy Open Space and Riparian Corridors.** Large, intact, natural spaces help ensure the natural solutions provide us with clean water and air. Riparian forests are a rare and critical resource. Not only do they capture and filter rain, they support dozens of different kinds of native plants and animals. River Friendly Living encourages the preservation of wild landscapes for their many benefits.

A River Friendly Development should remove invasive, non-native plants; restore degraded habitat to health; minimize new land disturbance; maintain open spaces for wildlife habitat; and not encroach on riparian forests and surrounding mesquite bosque.

V. **Connected and Supportive.** For a community to support healthy, flowing waterways, everyone needs to care about our rivers and wildlife. River Friendly Living connects people to nature as part of their everyday lives and provides environmental education for all ages. River Friendly Living also supports river conservation organizations and activities.

A River Friendly Development should establish trails and rights-of-way that allow people to connect to near-by public lands and safely walk or bike. In addition, educational materials & programs tell people about the importance of our rivers and wildlife, and what it means for a home or development to be River Friendly.

Program Values

I. **Voluntary**. River-Friendly Living embraces personal responsibility, choosing to support and reward those who protect our waterways voluntarily.

II. **Affordability.** To preserve our healthy waterways, we must develop solutions that are financially attainable for homeowners, businesses, irrigators, developers, and communities. River Friendly Living embraces affordable solutions that reduce infrastructure costs over the long term.

III. **Valuing Indigenous Knowledge and Acknowledging Indigenous Land.** The Verde River and its tributaries are a vital part of the culture of indigenous peoples. These cultures have been and continue to be stewards for the land and waters. River-Friendly Living acknowledges this history.

IV. **Diversity, Equity, Inclusion, and Justice.** River Friendly Living ensures that the benefits of development are accessible for all community members regardless of race, ethnicity, gender, or sexuality.

About Friends of the Verde River and the Verde River System

Friends of the Verde River (Friends) was incorporated in 2011 to focus on conservation of the Verde River and the vitality of our communities. We work collaboratively to support a healthy, flowing Verde River system. Our work focuses on restoring habitat, sustaining river flows, and building supportive communities.

We proactively engage in a combination of "boots-on-the-ground" projects and policy solutions guided by sound conservation principles and which meet human and environmental needs in an outcomes-oriented manner. Our collaborations include the Verde Watershed Restoration Coalition, Verde River Exchange, Sustaining Flows Council, and Verde Front. We developed the Roadmap for a Flowing Verde River with The Nature Conservancy and Environmental Defense Fund.

A healthy, flowing Verde River and tributary streams, such as Oak Creek, Spring Creek, and Sycamore Creek, provide economic benefits to Arizona. A 2019 study documented the economic impact of rivers, lakes, and streams in Yavapai County at $1 Billion, with 9,400 jobs supported by water-related recreation. Over 216,000 Arizona residents participate in water-related outdoor recreation in Yavapai County.

The Verde is a national treasure. The only two rivers in Arizona that are federally- designated under the Wild & Scenic Rivers Act are in the Verde system – 40.5 miles of the lower Verde and 16.8 miles of Fossil Creek.

The Verde is a valued ecosystem. The Verde is home to the unique and rare Fremont Cottonwood – Goodding Willow Gallery Forest. Over 92 species of mammals and 76 native amphibian and reptile species depend on the thin green strip of the Verde River and tributary streams. Some 221 bird species nest, breed, or feed in the riparian corridor, making the Verde a birder's paradise.

Conservation planning over the past decade identified streamflows as the most threatened resource and highest concern for the Verde. Over the past thirty years, water levels in summer months have declined by more than 45%. Flows are threatened by unrestricted groundwater pumping, surface water diversion, degraded habitats, and climate change.
Unless we address these challenges, there will be no river for future generations.

Memorandum of Resident Opposition to:

PZ24-00002 (ZC)

“Safe Place to Park”

Summary Sheet

Meeting Date:	**February 6, 2024**
Hearing Body:	**Planning and Zoning Commission**
Project Summary:	Zone Change to amend an existing PD (Planned Development) to add the “Safe Place to Park” Program as a permitted use at 75 Cultural Park Place (northwest corner of former Cultural Park)

Resident Recommendation: Do not proceed with zone change

Location:	75 Cultural Park Place (Northwest corner of Cultural Park)
Parcel Numbers:	408-47-009A
Applicant:	City of Sedona (Housing Department)
Site Size:	± 6 acres
Sedona Community Plan Designation:	Public/Semi-Public (P/SP) and PA (Planned Area); within the Western Gateway Community Focus Area (CFA)
Existing Zoning:	PD (Planned Development)
Proposed Zoning: existing PD	PD (Planned Development); application would amend the
Current Land Use:	Vacant; former parking area for the Cultural Park

Surrounding Properties:

	Area Zoning	Area Land Uses
North, West:	NF	National Forest
South, East:	PD	Vacant (former Cultural Park)

Response Prepared By:	William D. Noonan, MD, JD, resident of Sedona near Cultural Park
Attachments:	**1.** Collected comments from residents near the Cultural Park
	2. Published editorials and letters to *Red Rock News*

PROJECT DESCRIPTION AND INTRODUCTION

This memorandum is filed in opposition to the Sedona Staff Report that requested approval of a zoning change to permit a "Safe Place to Park" in the former Cultural Park. The "Safe Place to Park" will be referred to more neutrally as the "homeless parking lot" throughout this response.[1] The property is currently zoned Planned Development for an amphitheater and parking for the amphitheater.

The city failed to directly reach out to the citizens most affected by the zoning change. We have consulted with those previously ignored residents in the Bristlecone Pine and Rimstone neighborhoods, and they are overwhelmingly opposed to the pending zone change and some angy that the city circumvented meaningful consultation with them during project planning. Only 4 residents were in favor of the homeless car park and 36 were against it. This petition presents arguments against the zoning change and includes an appendix presenting many of the concerns voiced by property owners near the Cultural Park who were overlooked or ignored by the city during the Public Outreach process.

The homeless parking lot plan is both flawed and strongly opposed by most people living near it because it violates the Community Vision of the city. Safe Car Parks have failed elsewhere because of the health and safety hazards they create, and they often end in a flurry of expensive litigation. We ask that the zoning change be denied for these reasons and also because

[1] Sedona Housing Manager Shannon Boone assured residents of Rimstone in a Zoom call on January 30, 2024 that the site is not a campground because residents will not be allowed to pitch tents or stay during the day. We will therefore accept the City's admission that it is not a campground, but instead a parking lot. Her January 24 editorial in *Red Rock News* denies it is a camp ("Worker car lot not a "homeless encampment.") The "Safe Car Park" is a euphemism that assumes the safety of the site that will house homeless people. We therefore refer to it as the more accurate and neutral "homeless parking lot."

the city failed to perform adequate due diligence and public consultation before moving forward with this project.

BACKGROUND

The proposed homeless site is located in a peaceful natural oasis previously known as “The Cultural Park” that contains hiking trails used by nearby residents and tourists. The city plans to eventually transform this oasis into a low-income housing project that includes high density indoor housing for workers. In the interim the city is requesting permission to use a portion of the site as an overnight homeless parking lot for vehicles. The project has been promoted by the City as “workforce housing”[2] although the actual criteria for admission to the parking lot includes the unemployable disabled, unemployed retired people, and unemployed adults who have a child in the Sedona school system.[3] The site is likely to become a magnet for chronically unemployed people who come to Sedona seeking an essentially free place to sleep. The admission criteria will include people with disabilities (apparently including schizophrenia and drug addiction) that render them unable to work, and who will inevitably congregate on the nearby hiking trails and neighborhoods because they do not have jobs.

The city has presented potentially misleading materials to the people of Sedona and this Commission by intimating that it will require proof of employment for someone to stay at the homeless parking lot.[4] Some people therefore mistakenly believe that the

[2] “Worker car lot not a “homeless encampment” by Shannon Boone, Red Rock News, January 24, 2024

[3] The criteria for admission are listed in the City of Sedona Staff Report at page 54:
“Admission requirements • Maximum of two adults per vehicle. Families with children are welcome. Names of all persons must be given. • At least one occupant of the vehicle must work or attend school in Sedona. Remote workers will not be admitted as their employment allows them the flexibility to find affordable housing elsewhere. • Retired and disabled residents of Sedona must demonstrate a necessary connection to Sedona that prevents them from finding affordable housing elsewhere.”

[4] Page 54 of the City Staff Report: “Required: ID, Proof of Employment or School enrollment”

parking lot is reserved for deserving workers. That will not be the case for unemployed adults living in a vehicle with someone who is a Sedona student. It cannot apply to people who are too disabled to work. It will however apply to someone who works an hour or two a week for the opportunity to live at taxpayer expense in one of the most scenic homeless sites in the country.

Homeless sites have been the subject of expensive litigation, as recently happened with "The Zone" in Phoenix[5] and in downtown Portland.[6] Those cities were ordered to close homeless sites because they were "a public nuisance." The proposed scenic homeless site in Sedona will be an irresistible attraction to the those vacating the homeless camps in larger cities where local officials and citizens have realized their mistakes too late. The Sedona homeless site will also be fodder for endless litigation filed by nearby residents harmed by the city's action or homeless people who feel unjustly excluded from the parking lot.

"Safe Car Parks" Have a Record of Failure

"Safe Car Parks" have been a failure in other scenic towns throughout the West. San Luis Obispo opened a "temporary" Safe Car Park two years ago but the county there recently decided to close it because of the inevitable public health problems it created.[7] Just last week, homeless people in the car park sued the San Luis Obispo County to obtain a restraining

[5] "Court Orders Phoenix to Clean Up Homeless Encampments in "The Zone" https://blog.independent.org/2023/04/12/court-order-phoenix-homeless-encampments-zone/

[6] "Facing Lawsuit, Portland Agres to Crack Down on Homeless Camps" https://freebeacon.com/democrats/facing-lawsuit-portland-agrees-to-crack-down-on-homeless-camps/ Perhaps predictably the city of Portland is now being sued by homeless advocates. See "Homeless Portlanders sue over Public-Camping Ban" https://www.nationalreview.com/news/homeless-portlanders-sue-city-over-public-camping-ban-claim-new-law-is-impossible-to-comply-with/

[7] https://www.ksby.com/san-luis-obispo/slo-county-announces-parking-site-closure-homeless-group-to-file-restraining-order

order to keep the “temporary” car park open. If Sedona decides to open a “temporary” car park it can expect the same to happen here.

Santa Barbara opened a “Safe Car Park” 20 years ago to increase affordability and reduce homelessness. Real estate there is still unaffordable and the car park was a magnet for homeless people who moved there in ever great numbers to enjoy the natural beauty. The end result was more homelessness and areas of town made uninhabitable by this ruinous policy.[8]

The Planning and Zoning Commission is being asked to decide one of the most important issues it will ever confront: will Sedona preserve the beauty and high quality of life here or instead take the path to decay chosen by so many other once-beautiful cities that subsidized and promoted homelessness through public policy under the guise of solving the problem? We ask the Commission to deny the zone change and stop these efforts to take a first step to replicate mistakes of other cities that have subsidized and thereby amplified homelessness.

Some Sedona residents moved to Sedona to escape the homeless crises that have destroyed many of the once-great cities of the West.[9] Those refugees fled the culture of homelessness that Housing Directors and other “homeless advocates” created in those cities. None of those once-great cities intended to destroy themselves; they started with the best intentions but implemented policies to mitigate homelessness that instead created a cycle of ever more homelessness, drug

[8] This situation is described in one of the comments in Appendix 1. If the city had performed an effective outreach to neighbors near the Cultural Park they could have benefitted from the experience and wisdom of Sedona residents who have fled similar failed policies in other beautiful cities.

[9] The downtown areas and suburbs of many once-beautiful West Coast cities have become crime-ridden, drug-infested, dirty and dangerous places inhabited by homeless people attracted by city policies that normalized, encouraged and facilitated homelessness. Such cities include San Francisco, Seattle, Portland, Los Angeles, and San Diego.

addiction, despair, poverty and crime. Those cities can at least say they didn't know where their policies would lead. Sedona has no such excuse.

PUBLIC INPUT

City employees designed the parking lot review process to not directly seek meaningful comments from homeowners in neighborhoods near the Cultural Park. The city decided that the affected neighbors were only "property owners within 300 feet of the project site."[10] Since city employees could only find trees within that limited area near the parking lot, they instead used questionnaires, social media and newspapers to non-specifically solicit and present comments generally from homeless people, food banks and business owners who thought they could benefit from the somewhat misleadingly advertised "workforce housing" in the camp. Residents in communities near the homeless camp have recently become aware of this legerdemain and are overwhelmingly opposed to the zoning change required to create the homeless camp, as evidenced by the collection of resident comments from the Bristlecone Pines and Rimstone neighborhoods in Appendix 1.

The inadequate efforts of the city to directly contact affected neighbors and businesses near the Cultural Park (instead of consulting trees near the parking lot) should alone justify denial of the request for the zoning change. The overwhelming opposition of the affected property owners near the homeless camp further justifies denial of the city's request. These Sedona residents are unwilling to be subjected to the environmental degradation,

[10] The City's written request states they consulted owners of residences within 300 feet so that is the distance cited in this response. The obvious correct standard would have been residents in the neighborhoods near the Cultural Park, such as home owners along Bristlecone Pines, and in Rimstone and South Foothills.

potential crime and drug problems that inevitably accompany any homeless sites.

DISCUSSION

When evaluating a zone change, consideration is given to the Community's Vision. The city conveniently neglected to determine that vision by not directly consulting in a timely manner the most affected people in the Bristlecone Pines, Rimstone and Foothills South neighborhoods. Most residents of these neighborhoods, like other people in the Sedona community, are vehemently opposed to the zone change because it contradicts our vision of Sedona as a place of natural beauty where people from all over the world can enjoy the serenity of nature while being relatively safe from crime and homeless sites. Our vision of Sedona is as a clean space where people respect civilized norms and are governed by standards set by law.

The Community Vision is embodied in the Sedona ordinances that codify that vision. Ironically, the city is requesting this zone change to permit a use that is generally considered illegal under Chapter 9.10.010 of the Sedona Municipal Code that prohibits "offenses against public peace" such as *camping or sleeping on public property*.

A. It shall be unlawful for any person to set up, use or maintain any temporary structure, tent, bag, vehicle, camper or any other thing for the purpose of camping, lodging, sleeping, cooking, or starting or maintaining a campfire, or establishing a temporary place of rest, on any public property within the city limits unless exempted by the following subsections. (Sedona Public Ordinances Section 9.10.010)

Hence the Community Vision of Sedona as embodied in its laws is one that does not include people sleeping in vehicles overnight on public property. The only exception to section 9.10.010(A) is for a "legally permitted campground" under section 9.10.010(G). The city has repeatedly insisted that the "Safe Car Park" is not a "campground" because people will not be allowed to set up tents or stay there during the day. *Using the city's own definition* the "Safe Car Park" is therefore a parking lot and not a "*campground*" that can be legally permitted under Sedona Public

Ordinances. Since the "Safe Car Park" is not a campground, the exception under Section G does not apply. The new use requested by the city is therefore illegal as an offense against public peace, and the zone change should not be allowed for an illegal activity that will concentrate homeless people overnight at one location in a parking lot.

The homeless parking lot is also against the public interest because it will exert downward pressure on wages. The car park is being marketed to employers as a place where their employees can sleep overnight for minimal cost. If the car park is permitted to open, the supply of workers in Sedona willing to work for subsistence wages will increase and business owners can pay their workers less. The homeless car park could become a labor camp for workers who will increasingly be paid lower wages because the supply of people willing to work for less will be increased by the lure of the homeless parking lot. These workers will have to vie with the unemployed who will also be entitled to use the parking lot. People have long made sacrifices to live in Sedona, but it is unconscionable for the city to provide a justification for employers to pay workers inadequate wages.

To the extent the parking lot is also likely to increase homelessness in Sedona, it will be accompanied by increased crime, poverty and drug addiction. Social scientists are understandably reluctant to acknowledge that their plans to reduce homelessness over the years have failed or backfired. Billions of dollars have been spent in cities across the country to establish homeless parking lots, tent cities, halfway houses, and transitional housing. Although "experts" are reluctant to admit their failures, the results are obvious. The five states that have spent the most per capita on homelessness are California, Vermont, Oregon, Hawaii, New York and Washington. [11] These are among the same states that spend the most per capita on homelessness. [12]

Economists who study homelessness have also concluded that homeless funding increases chronic homelessness. One economist stated: "Funding is positively related to chronic homelessness and is unrelated to [has no

[11] The full chart is available at https://www.statista.com/statistics/727847/homelessness-rate-in-the-us-by-state/

[12] https://www.nhipdata.org/local/upload/file/Table%20-%20Funding%20Per%20Capita%20by%20State.pdf

effect on] youth and child homelessness." [13] Opening a homeless parking lot is at best a waste of public funds and more likely a magnet and catalyst for homelessness and its accompanying social ills. Concentrating those ills around the Cultural Park site is obviously ill-advised. The primary beneficiaries of homeless funding are grant recipients who use public funds to implement policies that increase the need for further funding.

The Cultural Park Embodied the City Vision

The Cultural Park has not been just an open space; it was a symbol of our community's vision, heritage and culture. The proposed plan to turn this cherished site into a temporary homeless parking lot causes significant distress to anyone who believes the city can have a better future.

Sedona's Cultural Park has been an integral part of our community for years, hosting many cultural events and serving as a green oasis in our city. It contributed to the unique character that makes Sedona special and attracts tourists from around the world. Many of those tourists visit the Cultural Park trails, and they will see a much different vision when they encounter homeless people on the nearby trails during the day, and broken bottles and needles. Some people are currently using the trailhead parking lot for overnight camping, and the filth and garbage already there is a precursor of worse to come if the homeless parking lot is allowed to open. Such problems will increase exponentially there once the currently dispersed homeless population is concentrated in just one site.

The issue at hand is not about denying help to those in need; it's about finding appropriate solutions that respect all members of our community. A temporary car camp does not respect the community, address the root causes of homelessness nor provide long-term solutions for those affected by it.

Comments from Neighbors of the Cultural Park

Since the City made no meaningful targeted outreach to the neighbors near the homeless site, we emailed residents of the Bristlecone Pines and Rimstone neighborhoods on Thursday, February 1. Within two days we

[13] Lucas, Southern Economic Journal (2017) https://static1.squarespace.com/static/5853093f579fb3e60fd680ba/t/5a8768d253450a6552be41f6/1518823635554/Lucas+SEJ+MS+2016186+Final+Manuscript.pdf

received 40 comments from residents in those neighborhoods, and most of the comments expressed strenuous opposition to the proposed zoning change and homeless site near their homes. These neighbors are concerned about city's potentially misleading characterization of the homeless site as "workforce housing" when it is in fact a refugee camp for homeless people only some of whom are the deserving workers of our community. Many of these comments also expressed a sense of betrayal and anger about the city's prior alleged outreach and the condescending attitude of city employees toward those who objected to the plan. Others expressed concern for their personal safety, endless litigation, property values, and the moral and financial hazard of opening a city-sponsored homeless site in our community. Other comments share the experiences of residents with failed Safe Car Parks in other beautiful locations (such as Santa Barbara).

The full comments are included in Appendix 1 (with names of city employees and other individuals redacted), but some representative comments are:

--"If you build it they will come."

--"Growing a homeless population in one location will just attract more homelessness."

--The homeless site will "perpetuate the problem and not solve it."

--"The rezoning is . . . merely the first step to what will come and what will come will ruin the image of Sedona for tourists and residents alike"

--"The city risks substantial losses in the form of remedies paid to homeowners as an outcome of most-assured forthcoming litigation."

--"We saw a similar program devolve into a clear disaster."

--"I experienced a similar program in Santa Barbara where a Safe Car Park program started when I lived there and the Santa Barbara model is what cities follow when building their own Safe Parking programs. . . . Today, Santa Barbara still has affordable housing problems that their Safe Parking program (implemented in the early 2000's) has not solved. . . [After the] Safe Parking program more homeless people showed up and the downtown area has gone downhill."

--Permanently rezoning “the Cultural Park for the ‘temporary’ homeless car camp seems to indicate a ‘bait and switch.’ Adding disabled, unemployed homeless to the rezoning request obviously indicates a broader expectation of including generally homeless people as clients at the camp, not those who are described as icons of exemplary citizenship.”

--There is “possible damage to real estate values. Homes owned in the area represent most people's greatest investment after a lifetime of working and raising families.”

--"The program has the look and feel of a minimum-security prison … with all the headaches associated with enforcing the many proposed rules of the program. I am not at all immune to concerns about affordable housing in Sedona, but this hastily conceived and obscenely expensive proposal is not the solution, or even part of the solution.”

--"The proposed camp is inherently cruel. You are effectively creating a refugee camp with people living in their vehicles so that they can serve the commercial interests of a minority segment in this city. Do you actually believe there is any benefit to the desperate individuals who feel forced to accept these conditions due to the lack of affordable housing in this area? It is impossible to deny the adverse and potentially life-threatening effects of such living conditions on these people under these circumstances. This problem of affordable housing is certainly not unique to Sedona and most of the country is not establishing encampments as a solution. This idea should not be actualized in ANY location period. You know that this project would not be approved by a majority of residents in this city or state. DO NOT take this action.”

Published Editorials and Letters Oppose the Zone Change

A compilation of recent published editorials and letters to the *Red Rock News* are attached in Appendix 2 to further illustrate the opposition of many others to the requested zone change.

CONCLUSION

Sedona residents who will be adversely impacted by the zone change request the change be denied to protect the peace, tranquility and safety of the unique neighborhoods that surround the proposed homeless site.

Respectfully submitted,

William D. Noonan, MD, JD

Sedona, AZ

APPENDIX 1

COMMENTS FROM NEIGHBORS OF HOMELESS CAR PARK

COMMENTS OBJECTING TO THE CAR PARK

- “If you build it they will come”
- This rezoning and development of a Safe Car Park area is merely the first step to what will come and what will come will ruin the image of Sedona for tourists and residents alike.
- Although the Car Park sounds like a good plan, we saw a similar program devolve into a clear disaster. By encouraging an affordable park overnight program many non-locals will try to join in on the inexpensive costs to camp in the beautiful Sedona area. As it has in many west coast cities, this will likely devolve in to drug users gaining access and the resulting homelessness access will destroy the tourist population as well as the locals fleeing this terrible outcome.
- If the city thinks they can simply move 40 vehicles to the lot and it stops there, they do not understand the nature of this kind of program.
- We talked with the manager at the Hilton Resort next to Cultural Park and they were not contacted by the City about the Car Park rezoning.

- Why hasn't the City realized just growing a homeless population in one location will only attract more homelessness? The more beautiful the location the stronger the attraction.

- When the City already says it may need more parking spots they have admitted this will perpetuate the problem and not solve it.

- We completely and absolutely oppose the proposed car camp in West Sedona at the site adjacent to Yavapai Community College. We are long term residents of the Rimstone Development which is in proximity to this proposed project. The proposed camp is inherently cruel. You are effectively creating a refugee camp with people living in their vehicles so that they can serve the commercial interests of a minority segment in this city. Do you actually believe there is any benefit to the desperate individuals who feel forced to accept these conditions due to the lack of affordable housing in this area? It is impossible to deny the adverse and potentially life-threatening effects of such living conditions on these people under these circumstances. In addition, there are secondary effects from such an encampment on the residents of this city in terms of property values, safety, liability and the overall immeasurable reputation of this city and state. This problem of affordable housing is certainly not unique to Sedona and most of the country is not establishing encampments as a solution. This idea should not be actualized in ANY location period. You know that this project would not be approved by a majority of residents in this city or state. DO NOT take this action!

- The City risks substantial losses in the form of remedies paid to homeowners as an outcome of most-assured forthcoming litigation.
- There are plenty of short-term rentals on the West side of town. The city collects lodging taxes from those rentals. If hotels nearby and houses that are being rented as hotels begin to lose occupancy due to the growth of homelessness in the area, the revenues will decline.

- I am a local business owner and find this car park proposal horrific and horrendous. No one should live in their car and the City should be building affordable housing more quickly than they are now.

- My issues with it are that the people will be inadequately vetted; there should be a start and end date; and that there should be an adhered to protocol for issues of trash, vandalism, etc. If they say 40 people, that number should not increase. If the city cannot manage this, they should not take it on.

- "If you build it they will come." I experienced this in Santa Barbara where a Safe Car Park program started when I lived there and Santa Barbara's model is what many cities follow when building their own Safe Parking programs. Santa

Barbara has the same issues that Sedona has regarding affordable housing and worker housing because both cities have expensive real estate. Today, Santa Barbara still has affordable housing problems that their Safe Parking program (implemented in the early 2000's) hasn't solved. Real Estate prices will continue to go up in both places because there is high demand, there will always be an issue of having enough affordable worker housing in both locations. I couldn't afford to move back to Santa Barbara and live as I do, just as I couldn't afford to move to Sedona today and live in the house I do. I would have to live in a more affordable location. So the question is, if a worker has a functional car why can't they live in a more affordable place in the Valley?
The main issue I noticed in Santa Barbara during the first 10 years of their Safe Parking program is more homeless people showed up and the downtown area has gone downhill. Locals don't even go downtown anymore and businesses have closed on State Street which is their Main Street. Guaranteed that they have other programs and services that draw homeless people but this program added to it. Now other cities in California even give homeless people without a car a one-way ticket to SB because of what they have built. Do we want the same to happen here? We are also concerned the problem will become permanent as it did in Santa Barbara.

- [City employee name redacted] should be fired. She has routinely demonstrated a personal hatred of anyone who airs a concern about her desired plans for housing in Sedona. Quick to resort to name-calling of those who disagree with her, she seems to have a vendetta against those who have worked their entire lives in order to be able to afford a retirement home in Sedona. She has no qualms about displaying her contempt and disdain for Sedona homeowners who have voiced legitimate concerns about the plans she and others at the city have for the Cultural Park. At a recent virtual meeting with residents she was quick, and seemingly delighted, to point out that she is not concerned with "community sentiment". "That is the role of elected officials." She clearly does not think she is here to serve the community as a whole. Rather, she is pursuing a personal agenda and wants to just shove it down our throats. She is a bully and has been underhanded in how she has described the project. Over the past year, however, she has let slip some of her intentions, including to include more than just workers parking in the homeless car camp. She has also shared publicly that the rationale for using the Cultural Park rather than the Dells is that it will allow those living there to vote in Sedona. Is [name deleted] even a resident of Sedona?

- It seems [City employee name redacted] (and others') plan is to grow a huge fiefdom of homeless and low-income housing at the Cultural Park in spite of numerous community surveys stating the desire that the park to be mostly open space.

- The apparent plan the city has for the Cultural Park is not "the missing middle" housing that is so often used as a reason for new housing development in Sedona. The upwardly mobile professionals like teachers and police and city

staff members will not be enamored with the idea of living in low-income apartments or tiny homes or next to homeless car parks. This is NOT a family friendly solution and is NOT even in line with those who favor a mixed-use development of family homes and apartments and visions of a community gathering place being sold by our apparently duped politicians.

- The expanded plan for "affordable housing" (i.e. low-income, low quality, lower building standards, lower expectations for residents, etc.) is "a done deal" according to city staff members who have been almost joyful in what they perceive as the future of the Cultural Park. The residents who are openly considered by city staff as "opposition" rather than actual city citizens/residents and are immediately dismissed as uninformed or misinformed and treated with disrespect and worse.

- It seems odd that the city mandates sex offender background checks for tourists who plan to stay in short term rentals. Sex offender or criminal background checks have not been mentioned as part of the homeless car camp. Does the city plan to do such checks in order to prevent criminals or sex offenders who are living in their cars from having opportunity to commit crimes in Sedona.

- The need to permanently rezone the Cultural Park for the "temporary" homeless car camp seems to indicate a "bait and switch." Adding disabled, unemployed homeless to the rezoning request obviously indicates a broader expectation of including generally homeless people as clients at the camp, not those who are described as icons of exemplary citizenship as [name redacted] so often portrays those who live in their cars and work in the city. How many mentally disabled people will qualify to live in the camp? How quickly will the proposed rules be amended in order to cater to those who live in the camp but are unemployed or unemployable?

- A city like Sedona that is self-proclaimed forward-thinking and visionary with respect to the climate should voluntarily do an environmental study on the impact of the car park as planned. The glib response from the public works director at the recent city council meeting in response to a question about gray water disposal that, "It's legal," was just non-sensical and inconsistent with Sedona's environmental orthodoxy and dogma. Should residents of Sedona be able to just drain gray water from their sinks and showers out onto the ground? Perhaps this can be positively spun as a way to reduce waste water at the treatment plant. The equally perverse and happy spin of the gray water benefiting the local flora at the Cultural Park is just not worthy of serious city planners. We can all imagine how much urine will be in the gray water drained from the showers being used by men (and perhaps children).

- Residents should band together and hire a lawyer to ask a court to grant an injunction against this until an unbiased and complete impact study and survey of local residents and businesses is finished. A third-party, professional survey

should be completed rather than simply having meetings or outreach events where the plan is sold and transmitted and the city staff bullies residents who don't "believe." Included should also be a study of possible damage to real estate values. Homes owned in the area represent most people's greatest investment after a lifetime of working and raising families. One city employee, in particular, seems to desire tanking real estate values in her effort to "transform" housing in Sedona. The city likes to claim it has done thorough outreach to the public via surveys and meetings but the surveys are simply ignored and bully tactics and name-calling are consistently used to stifle any opposition.

- [City employee name redacted] oft repeated "the police support this" is apparently meant as a way to say "just get in line" to those who might have legitimate concerns. Yes, the police support the notion of corralling the homeless car parkers because it makes policing more efficient. But without any data on how many of the "move alongs" are workers who would qualify for the car camp (prior to what will likely be rule changes in order to accommodate other homeless there), no one knows how much impact this will have in reducing the police workload.
- The need for low cost, affordable housing is real and would benefit our community, however the Cultural Park Parking plan is not one of those. It's *too close* to residential and recreational elements of the city. I would be a lot more in favor of a "parking lot homeless camp" if it were located further away, say near the water reclamation area off 89a. The plan, or lack of plans, presented at the Zoom meeting left more questions than answers, and I have serious doubt that the city has the ability to manage such a project.
- I am disappointed the City did not better to explain the overnight car camping specifically to the neighboring areas for transparency early in the process. What metric/algorithm does the City plan to incorporate on a monthly/quarterly basis that would decide if the project is a success or failure? I asked that question during a Zoom call with [city employee name redacted] and she did not answer the question. If the project is a failure would the car park be closed down immediately; or, would they continue for the 2-year expected plan? There are many unanswered questions about the City's plan.
- A former Fire Marshall asked "Who will police the inevitable litter and waste like dirty diapers, trash, drug paraphernalia, hazmat, and other items left behind? Sedona Police Department will not look forward to this camp being a regular stop for them as problems arise. They hardly have enough patrol officers without this adding to their workload, which it will. What happens when you close the camp after sometime for some better plan and try to evict the campers? What litigation ensue? How is one person going to watch over 40 families? And didn't you ever hear the expression, "if you build it they will come?. Look at the "Zone" in Phoenix and what happened to it. You don't think this will grow into the same problem area as that did? Where are you planning on storing the fuel for the generators? How will you manage the refueling? The City spent $23 million on probably the most beautiful parcel in Sedona and want to turn it into this

homeless camp. If you are so proud of it why not locate it along SR 89A like next door to the Windsong trailer park to show it off? It would be closer to where the campers would most likely work and shop.

- No one seems to want to discuss the negative impact on communities regarding: safety, security, theft, littering, loitering, decrease in property values. I stopped by Hilton which had no notification of this PROPOSED project! Persons in the cars accessing the "Safe Place to Park" will use roads passing businesses and schools that have not been informed. High School that houses both junior and senior high school students are nearby (ages 12-18) and a homeless camp is not appropriate near the school. Our neighborhood has had attempted break-in by a homeless individual already. At times homes are vacant and are already targets for criminal behavior. Who among the City employees and council have experienced the behaviors of addicted individuals and unemployable disabled people? Unemployable disabled is not limited to a lack of skills and abilities but individuals suffering from schizophrenia, depression, PTSD, chronic drug use and more. Have they ever been chased down the street by an unstable individual? Had discarded syringes left near their home or place of business?

- No one wants to discuss what will happen when the "rules" are broken and the number of homeless increases. Aggression happens. Discretion of the City to decide if successful and then expand based on demand is NOT acceptable.

- If the city is so concerned about the environment why is a generator being placed there when there is electric power nearby. wasted fuel, inefficient increased CO2, noise pollution. That looks hypocritical and anti-environmental to me. They are concerned about water use, but this will increase it considerably. I read they are letting in more than the working people who live in their cars. Like so many things, it has been misrepresented. It is not a spot for workers, it is an official homeless encampment. If a "manager" only takes a look every couple of hours, there is essentially no enforcement plan in place…Is this on purpose? All those solar lights are expensive and will need constant repair and replacement of batteries.

- Word will spread throughout the southwest and soon we will be overrun with illegal migrants. The car park is a poor plan designed to use government funds because they are available. It is a way to say, "Look we have done something!" It is more about appearances than actually addressing the issues and providing a solid solution.
- A Change.org petition acquired over 7000 signatures trying to "Save the Sedona Arizona Cultural Park" starting as early as 2017. The city ignored that community outcry. Today the petition states "The City Council is pushing through their agenda to put Safe Parking for people who live in their cars" at the Cultural Park without input from the community as previously promised." The vision of the 7000 people who signed that Petition.

- I am writing to express my opposition to the Safe Place to Park Program as currently proposed by the City of Sedona. This is not the highest and best use of prime real estate which cost the City more than $20 million to acquire. It seems absurd to argue that this acquisition cost, coupled with $500,000 in “one-time” start-up costs, over $400,000 per year in operational costs, and interest payments on the debt incurred to acquire the property represents the most economical way to benefit the maximum 40 individuals who will benefit from the program at any given time.
- I see nothing in the proposal that includes a sunset provision for this “temporary” project, and no metrics for determining when the program is no longer needed. This proposal has all the indicia of a project that will go on forever. Potential issues relative to safety, sanitation, and neighborhood impact – not to mention aesthetics – seem too obvious to argue. Erecting a chain link fence around the property and enforcing limited hours of ingress and egress give the program the look and feel of a minimum-security prison … with all the headaches associated with enforcing the many proposed rules of the program.
- I am not at all immune to concerns about affordable housing in Sedona, but this hastily conceived and obscenely expensive proposal is not the solution, or even part of the solution.

COMMENTS IN FAVOR OF REZONING

- It doesn’t seem like a lot of money being invested and it might do some good.

- First, I have to say that I am not entirely against having workers TEMPORARILY be located there. However, I think it is **imperative** that it is **managed** and **documented** carefully.

- We think people are confusing "working homeless” with “vagrants." They are not the same thing. These people are <u>not</u> those who hang out on the streets all day with nothing to do but use drugs and beg for money - and then eventually move on to be replaced by a new wave of vagrants. These working homeless have day jobs contributing to our city and are merely staying in town after work hours. They are currently taking risks by sleeping in their cars in parks or on neighborhood streets. In the long term, we don’t see any upside to that. No one wins. So, what can we do to solve the problem? Having them in a city-managed area with assistance (support, toilets, showers) greatly improves their safety and sense of belonging to the community. Our neighborhoods are much safer because of this. If we don’t do this, what is the alternative? Continuing to ignore them will not make Sedona a better town for anyone. We’d prefer to see Sedona as a role model for other cities with similar problems rather than as a place where people with a housing problem are ignored.

PUBLIC COMMENTS NOT INCLUDED IN CITY LIST OF DISSENTERS

These are Red Rock News Guest Essays and Letters-to-the-Editor regarding the Homeless Car Park that were published in January 2024 since the Jan 9 City Council Meeting.

It is unknown how many other letters/essays were sent to the RRN and not accepted for publication. The City has not shared how many letters or comments have actually been received to date. PDF's are attached.

January List

Jan 9 - Stop Soiling Cultural Park by Tom White
Jan 16 - Comment to Housing Coordinator from Gerard Mohan
Jan 17- Save US From This Caliber of Elected Officials - Reginald Owens
Jan 18- Letter to all City Council Members from Michael Schroeder
Jan 24 - City Will Become a De Facto Landlord by Helen Jarnes
Jan 24 - Homeless Camp a Wasteful Solution by Ken Dropek
Jan 31 - A Safe Place To Park May Endanger Children by David Price

Letters to the Editor

Stop soiling the Cultural Park

What can I say, there are actually going to be folks living in their cars at the beautiful Cultural Park? I thank you for your Friday article and comments, but I still do not understand why. Is the Sedona City Council trying to be politically correct in the affordable living hogwash? Will they have to prove they have a job in Sedona? How long can they stay? Will there be both a drug test and criminal record check? Will they have a car slab to prevent oil leaks into the soil? How long can they stay there? Is there a limit to two persons per car, no family or pets that would be left alone all day? How much will it cost to keep up this parking lot — waste, trash, noise — just to name a few things? Who will be the enforcer, Sedona police, sheriff? Much like after spending $3.46 million to build a path under the SR 179 bridge near Tlaquepaque and promising it would be finished in 2024, Sedona now has spent $23 million-plus for the Cultural Park, only to turn it into a parking lot.



What next, I ask, what next?

Tom White
Village of Oak Creek

Congress is a clogged toilet

Ever experience a clogged toilet at the wrong time? Say during a holiday or guests for dinner? Embarrassing and chaotic.

The analogy that popped into my head is that it sounds exactly like Congress. There have been so many [expletive] elected that everything is backed up, and they can't get anything to pass.

Nothing has passed since the elephants in the room gained control. All has become chaos, vitriol, wasted time and frustration. Only 27 bills were passed last year by Congress — one above the all-time low record.

At least one of their representatives, U.S. Rep. Charles "Chip" Roy [R] of Texas, realized the situation. On the House floor, he got it right. "One thing, I want my Republican colleagues to give me one thing — one! — that I can go campaign on, and say we did … one material, significant thing the Republican majority has done besides 'well, I guess it is not as bad as the Democrats.'"

What I personally get upset about is how "hard" they work, but they are hardly in session to get things done. Essentially in the election process, it is up to us — "We the people." We elect those who "represent" us. I realize there are committee meetings, hearings they attend. But you can't get anything done when you are not in town, and you can't cooperate to achieve the goal of representing the American people.

We need support for our military — promoting deserving officers. We need support for Ukraine. We need to increase the number of Supreme Court justices, with term limits, and hold justices to at least the same ethical standards as required of all other judges. We "need Congress to do their job."

We need a good flushing of the toilet.

Robert Sperry
Cottonwood

RRN 1/9/24

Fw: overnight car camping at the cultural park

Jeanne Frieder <JFrieder@sedonaaz.gov>
Tue 1/16/2024 1:42 PM
To:Shannon Boone <SBoone@sedonaaz.gov>;Cari Meyer <CMeyer@sedonaaz.gov>
fyi

Jeanne Frieder
Housing Coordinator

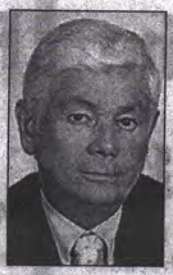
Community Development Bldg. 104
102 Roadrunner Drive
Sedona, AZ 86336
jfrieder@sedonaaz.gov
(928) 203-5138

Business hours: Mon-Thur 7 a.m.-6 p.m.
Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.
Public safety 24/7

From: jmohan@npgcable.com <jmohan@npgcable.com>
Sent: Tuesday, January 16, 2024 1:31 PM
To: Jeanne Frieder <JFrieder@sedonaaz.gov>
Subject: overnight car camping at the cultural park

I have been reading about the plan for overnight camping/parking at the cultural park. I live in the adjacent neighborhood and I feel anyone who lives in our neighborhood should be notified personally about the plan and the city should have a meeting with all the neighbors who could potentially be affected by this plan. I personally do not feel comfortable with this initiateve without it be presented to us, and to let us possibly propose an impact statement. The city bought that property with the help of our tax payers money, and after living here for over 20 years I think we have invested enough money so we should be heard. Thanks. Gerard H Mohan.

Save us from this caliber of elected officials



Guest Perspective

REGINALD OWENS

The Sedona City Council membership must change, and the Sedona NIMBYs need to wake up to reality — Sedona is an isolated upscale resort community, which has zero business trying to accommodate "homeless" service workers with cars who can easily commute less than 30 minutes to more affordable housing options, all the while saving money on gas spent heating their vehicles during the night and endangering their lives.

Sedona, however, does have the responsibility to accommodate their "professional" workers such as firefighters, police, teachers and medical staff with housing options.

This can be achieved by restructuring the current zoning, development fees and building restrictions to offset the inherent Sedona land and construction costs. Also by offering meaningful incentives to builders and landowners.

Right now, the median list price of a house in Sedona is over $1.5 million, and the cost to build a custom home is approaching $500 per square foot. What we need is more market-rate multiple family units, which can be offered to our professional base.

Assuming a married couple, both working, and the well-used standard that they should be paying 30% to 35% of gross income for housing, they should be able to afford $1,800 to $2,500 a month, which is well within the salary scale for most professional working couples.

However, we cannot entice builders of new quality multiple-family housing unless the city creates meaningful development incentives.

This new proposal by the City Council for the Cultural Park is absurd, and they will live to regret it: Simply look at the existing Windsong Mobile Home Park. An ideal redevelopment site, but one which developers are bypassing because of the intrinsic relocation issues involved in removing the current residents. To regain market values the landowners should take responsibility now for this relocation to present a clean acreage slate for a future developer.

Common sense dictates that once this homeless vehicle parking lot proposal is implemented, it will be with us for decades, effectively ruining any future chance for attracting quality residential and commercial redevelopment for this prime multimillion-dollar parcel.

In addition, the Sedona City Council, and the Yavapai Board of Supervisors, need to face their public responsibilities, and concurrently address their immediate development issues, namely opening Verde Valley School Road to connect to West Sedona, as it was always intended to for decades; making Tlaquepaque a responsible financial partner with the city for a pedestrian walkway over State Route 179, rather than relying on an underpass which will attract graffiti and most likely future crime, and replacing the current pedestrian crossing with barriers similar to those installed in Uptown or closing the crosswalk; and removing the expensive city manpower from Back o' Beyond and Soldier Pass and replacing it with meaningful vehicle parking fines so that the Sedona Shuttle can become a viable source of transportation. Hikers will learn quickly.

We are blessed to be living in Sedona, but God help this community if we continue with this current caliber of elected officials.

Reginald "Reg" Owens has a degree in land use planning, was a real estate consultant and expert witness in land use in several states, the Economic Development and Housing Director for the city of Clearwater, Fla., partner in a Phoenix-based architectural firm where he was responsible for its Real Estate Advisory Division and the executive director of the 320-acre Arizona State University Research Park in Tempe, responsible for its design and development. Owens moved to Sedona in 2004 to develop Thunder Ridge and Beaver Creek Preserve. Since 2012, Owens has been an associate broker with Coldwell Banker Realty in Sedona, concentrating on the sale of vacant subdivision lots.

RRN 11/17/2024

LETTER TO ALL CITY COUNCIL MEMBERS FROM MICHAEL SCHROEDER - Sent Jan 18, 2024

To our city council members and Mayor:

In 2000, with a population of 10,300 or so, and 100 city employees, and 3 to 4 million tourists, to 2023, with roughly 9700 residents, and the same amount of tourists, the city government has ballooned to about 180 or so employees, a 4 day work week with complaints of being overworked. A lot of CYA going on.

We now own the "Cultural Park" property, that was purchased for around $23 million, $10 out of our "affordable housing fund" and I believe the other 12 borrowed. And the absolute unconscionable process of this property being acquired by a council that had been fired in the election on their way out the door. The three new council members that the PEOPLE elected had no say.

And then we had a council member, still sitting, that said we had to buy it so we could figure out what to do with it.

Well – too many bureaucrats, coming up with too many ideas, and a council with entirely too much money to spend. Much like the $849,000 you just dropped for a fancy unneeded culvert on Back O Beyond Road which did NOTHING for any residents.

You want to try a program for the working homeless that are living in their cars with gym memberships to take showers etc? I don't think anyone has a problem being compassionate for these folks until permanent solutions are achieved.

But here's a thought, our city, who loves buying any piece of dirt out there, also acquired an acre on Shelby, right next to the recycle plant. Supposedly for an "affordable housing" apartment building.

It is already fenced, it has a controlled entry point, it is GRADED, it is level. Why in the hell are these "experts" at the city jumping through hoops, spending $100s of thousands, grant money or not, on a piece of property that actually might have some real vale with the right partnership with a private developer. Who is giving you advice council?

And you can put quite a few cars on an acre, with port a potties and some other temporary facilities.

The big ideas that come out of our council never cease to amaze, like the screw up in uptown by our "engineer" and now assistant city manager Andy Dicky (who was told PRIOR to construction start years ago that 1 lane out of town was a horrible idea) that now has to be fixed due to making a mess out off our roundabout at the Y.

Too much money, too many employees, and a council that loves to hire consulting firms that seem to just get us into more of a mess.

When are we going to learn?

Letters to the Editor

The Pentagon or the White House

I'm confused. Who is running this country? The Pentagon or the White House?

Michael Opal
Sedona

Homeless camp a wasteful solution

Sedona residents and zoning rules obstruct the building of affordable housing, but it is apparently just fine to allow people to live in their cars. After reading the article "City Council plans homeless camp at Sedona Cultural Park," the rules they hope to impose made me think of how many ways this could go sideways. How well have homeless encampments fared in San Francisco, Los Angeles or many of the other cities that have allowed them to flourish?

The city spent $23 million for and where 40 vehicles could park to provide "shelter" for homeless workers, which works out to $575,000 per site. How long could a person live in a hotel room for that kind of money? How many small RVs could that money buy? If the city wanted to really provide shelter for the homeless, wouldn't it have been better to have spent that money to purchase an older motel or build one? This proposal shows a lack of seriousness by our city leaders to address the affordable housing issue. I have been a proponent for years of supplying affordable housing for people that work in the city. The NIMBY residents along with their elected officials have done nothing, but now call this progress. To call this a campground is to make it sound like a vacation, which I can only assume makes everyone feel better about the lack of dignity it brings to those living in their cars.

Does Sedona need affordable housing? Yes.

Is this a solution? No.

Maybe city leaders who don't take affordable housing issues seriously and residents who fight affordable housing should go live in their cars for a few months, using portable showers and restrooms, to see how their "campground" functions.

Ken Dropek
Village of Oak Creek

RRN 11/24/24

City will become a de facto landlord



Guest Perspective

HELEN JARNES

...

As a 21-year citizen of Sedona, a local volunteer and a supporter of many nonprofits, I would like to express my thoughts — but first I would like to preface my opinion by saying I'm currently on three nonprofits' boards and in the past was on the board of the Sedona Area Homeless Alliance.

The community was excited to hear the old Sedona Cultural Park was purchased by our city and plans were being made for its future. Many of us hoped to see some good concerts again and the wonderful amphitheater where we had once seen Willie Nelson and Nora Jones and so many others perform. Our son also graduated from Sedona Red Rock High School on that stage in 2005.

Now the beautiful park setting is being referred to as a future "homeless encampment." The $23 million park's first tenants will be living in vehicles. This will definitely cause controversy in our community since it always has, and the "not in my back yard" attitude will surely kick in.

First, I would like to reiterate that our small town has a serious problem with a shortage of rentals and affordable housing. I've been a landlord for multi-family and residential units for over 30 years and know how much long-term housing is important to any city. We have lost that due to short-term rentals now booming because of changes at the Arizona State Legislature. We can't blame the investors; there is money to be made and it is in demand. But some of our local employees suffer or must drive from 45 minutes away. Many bring their young children with them to attend school in West Sedona so they can drop them off on time and pick them up later in the day. They can't afford before-and-after day care on top of the travel cost.

Allowing employees to live in their cars until they are able to find a suitable place to live is not a long-term solution. With all the "rules, restrictions and covenants," it may be a setup for failure. I've met many service staff and other workers who come here excited with employment contracts in hand and are soon disappointed, asking me if I have a room for rent or know of a small apartment. I get contacted at least once per week asking if I have anything available. Sad to say even teachers are not often paid enough to afford to rent a condo or small house. It is disconcerting when I have to let someone know their salary does not qualify to rent a place … then I find out they have been living in their converted van. Not by choice.

What is the answer for those needing to temporarily live out of their vehicles? Well, currently they park out of the city limits on Arizona State Trust land or in the national forest and sadly they leave trash, debris, tarps and burn piles on our pristine countryside.

Whether they be "temporarily" displaced or permanently "home-free" wanderers, there needs to be a place for parking, restrooms, showers, trash bins and check in and out. Something similar to our state parks. We have all enjoyed state and national parks where we pay the daily fee of $30 to $70 per night and use the facilities for a set number of days. Someone is usually on-site day and night. People will come and go as needed. State parks often provide RV dumps, electrical hookups and sometimes wifi.

The city of Sedona does not want to become "landlords," but managing a RV-type park for transitional housing might be where this is leading. Whether a person can show proof of employment or not should not be a deterrent. A retired person, a single mother or a homeless veteran should be able to have a place to spend the night in their van, RV or otherwise. The Cultural Park is about 41 acres and has about 30 restrooms as I recall. So there must be some infrastructure already in place for wastewater, water, electricity and other utilities. This is a huge area and there are many possibilities for this big hillside park. Planning and management is key; we don't want to discourage future investors in the park, such as a resort, because of an unsightly camp. Also there is the Sedona Center — a Yavapai College extension campus — near the grounds with a culinary arts school which could contribute to the cause. After all, we are a city with many humanitarian and animal rights organizations.

Helen Jarnes served as a former board treasurer and advisor of the Sedona Area Homeless Alliance. A U.S. Army veteran, she is currently the president of The Sedona Women, on the Board of Trustees for the Sedona Public Library and is a board member and former president of Cedar Ridge Association.

RRN 1/24/2

A 'Safe Place to Park' may endanger children

We should all be alarmed at the idea of including students enrolled in our schools in the homeless parking area at the Sedona Cultural Park.

Is this truly the best our community can do? Won't this enable keeping children in unhealthy conditions? Will it normalize children living in cars? Will it result in child endangerment?



Guest Perspective

DAVID PRICE

Maybe we just want to avoid being judgmental of parents who find themselves in a situation where they can't provide proper shelter for their children, regardless of whether it is by circumstance or choice.

What dangers to children might lurk in this so-called safe place? Do we believe the proposed rules will be followed? Are they followed now? No campfires? No tents?

There has been an occupied tent at the site for the past several years. The camp is described as temporary until enrollees find something that actually qualifies as shelter; a car certainly does not, though apparently it is on the euphemistic "spectrum of housing."

City staff have said this plan will likely be for more than two years. Maybe five? And for more than the initial 40 enrollees. Once it is in place, will the city ever be able to remove it to make room for development? Will attempting to close it become a costly legal quagmire when the city is sued to keep it open? If made permanent as part of the Cultural Park development plan, will families want to live in housing next to a homeless car camp?

Or will it remain a very costly place where children continue being forced to live in vehicles?

Everyone should walk the loop at the Cultural Park and look at the proposed site while imagining what it would be like for a child — or anyone — living there. Add a little reality to the semantic somersaults being used to sugarcoat this potential horror.

Picture children there "temporarily" for two weeks, two months, two years, any of which would be an eternity for a child. What would be their daily routine? Wake up each morning in January, get out of the car in freezing temps to run to the communal port-a-potty, wash their hands — wait, no running water — rub some antibacterial alcohol gel on their hands before returning to the car. Get in and dress for school.

Would the car be running to provide heat? What sane parent wouldn't break the rule against doing so? Walk to school or be driven by a homeless parent, maybe one who is on their way to work inside the city limits.

Thankfully, many students are at least fed at our Title I schools.

In the evening, return to this hopelessly sad existence. Take a shower in the same stall used by single adults who live at the camp. Rinse and repeat.

Would we allow any of our neighbors to use the car in their driveway as a bedroom for a child? Perhaps for an unruly kid who refuses to behave? Sure, make them sleep in the car out on the driveway … in January. Or, would we instead call the Arizona Department of Child Safety or the police?

Single adults who are living in their cars by necessity or choice might park safely in an isolated place. But would we ever consider a parking camp for the homeless a safe place for children?

Wouldn't it be cheaper and safer for these children to just have the city temporarily pay or subsidize their family's rent? How much would it cost to get an actual roof over their heads? Yes, a car has a roof, but we don't really think of it as proper shelter for a child, do we?

A $2,000 monthly subsidy for 20 families would cost the city about $500,000 per year. Cannot a city that is spending so much on luxuries like multi-use paths and dog and disc parks, a city flush with cash and reserves, a city able to spend $23 million to buy a plot of land, do better for those children in our schools who are in dire straits through no fault of their own?

Not counting the costs already paid by the city to buy the land, the plan for annual expenditures on this dirt parking camp is on the order of $500,000, the lion's share of which will go to bureaucratic, NGO or contracted overhead.

That money will be gone forever without actually having made a difference in creating a permanent solution. Wouldn't it be more efficient to just directly, temporarily support rent for these children's families while more permanent solutions are developed?

It should incense each of us is that we are more prone as a community to force our neighbors to follow the rules for good standing as an International Dark Skies City than we are to demand children, the actual future of humanity, be provided the basic necessities of a civilized existence.

Stray pets are better sheltered.

Perhaps children sentenced to live at the homeless camp will appreciate our choice for them as much as they appreciate seeing the Milky Way when looking up from their dark pit of existence each night.

Maybe we will sleep easy knowing the road from Sedona to their parking spot was paved in good intentions. Maybe not.

David Price is a Sedona-Oak Creek School District Governing Board member and chairman of the city Sedona's Tourism Advisory Board, and was formerly a U.S. Navy aviator, engineering professor and chair of Naval Science at Arizona State University.

RRN 1/31/24

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 8:25 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 8:25 a.m.
Response #:	459
Submitter ID:	6364
IP address:	47.215.229.166
Time to complete:	19 min. , 21 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

The City should have had a vote with residents on this. The homes around the proposed area will be prone to break-ins and problems with transients as we have seen already with some of the homeless. We do not want an increase of these kind of problems in our area and the City should have a vote on this with ALL residents since we value or homes and safety and Sedona is small town and we do not need the problems that so many areas in the country are experiencing these days. Also there are many other areas close to Sedona that would be more accommodating for this type of camp. The Cultural Park should be just that and NOT a camp for transient workers, homeless, etc.

3. Your contact information

Name:	Elin Englesen
Mailing Address:	145 Rimstone Circle, Sedona, AZ 86336
E-mail:	norway50@aol.com

4. Would you like to receive notices about this project, such as public meeting dates?

Not answered

Thank you,
City of Sedona

Via Email
February 4th, 2024
City of Sedona / Planning & Zoning Commission
Attention: Cari Meyer and JoAnna Cook

Re: “Safe Place to Park” Program

Dear Cari Meyer and the Planning & Zoning Commissioners:

The Verde Valley Cyclists Coalition (VVCC) is providing comments on the PDF, Item 6a Safe Place to Park packet distributed on 1/31 by the Planning and Zoning Commission in advance of the 2/6 onsite visit to the Cultural Park.

The mission of the VVCC is to advocate for Verde Valley Cyclists by providing memorable, safe riding experiences while preserving and expanding biking access through partnerships. The VVCC’s membership is made up of 263 cyclists in the Verde Valley with the majority of our members being mountain bikers residing in Sedona.

The VVCC was supportive of the City of Sedona purchasing the Cultural Park property and spoke in favor of the purchase at the City Council meeting held on November 22nd. The update we provided to the VVCC membership can be found here.

The VVCC continues to be supportive of the City of Sedona taking the lead in developing the Cultural Park with the input of the local community. Through reviewing the packet distributed by the Planning and Zoning Commission, we would like to express our concerns with some of the plans outlined in the packet, specifically the “Safe Place to Park” proposal.

As the Cultural Park is adjacent to the Coconino National Forest, there is close proximity to the Western Gateway trail system and specifically the Outer Limits and Bottom Out trails are in close proximity to the proposed “Safe Place to Park” footprint. The Western Gateway and specifically Outer Limits and Bottom Out provide hikers and bikers a relatively “unspoiled” outdoor experience, as no development is in close proximity to them, yet.

The City of Sedona has made amazing progress incorporating art, vegetation and design throughout the Sedona roadways (e.g. Uptown, Tlaquepaque and the Ranger Station in-progress). However, this same attention to aesthetics and creating a “Sedona” experience is often missed when developments are adjacent to the Coconino National Forest and the extensive trail system contained in our National Forest. New trail heads/connections for new developments are not considered, thus a spider web of social trails develop that destroy the landscape and the Sedona experience. Setbacks and incorporating green space are common with infrastructure projects, but setbacks (i.e. adequate green space) are typically not considered when developments are adjacent to the Forest and our trail systems.

We cannot easily change what has already been built; however, we can do a better job of preserving and respecting our natural space and the Sedona experience with new developments that are adjacent to our trail systems.

We respectfully ask the City of Sedona to consider the following suggestions in their execution plans for the Safe Place to Park:

1. Treat this as if it were a long-term project rather than a fast, short-term solution when making decisions and investments that impact the trails and experience of the trail users as well as the residents of the Safe Place to Park.
2. The fencing pictured in the packet around the Safe Place to Park boundaries does not create a Sedona experience for the trail users or the Safe Place to Park residents. Consider natural material and/or the beautiful material the City invested in to support Uptown's aesthetics. The Marriott also created a nice natural boundary.
3. Work with the Forest Service, the VVCC and other organizations to obtain trail access and trailheads in your plans now, so we do not end up with a spider web of social trails throughout the Cultural Park to the Western Gateway trail system.
4. Consider the amount of green space and setbacks between the structures (temporary or permanent) planned on the property and the surrounding trails.
5. Consider the impact to the surrounding trail system and forest from discharging the graywater from up to 80 adults and TBD children showering daily.
6. The Cultural Park is a Gateway into Sedona and should welcome residents and visitors in the same fashion as Uptown and Tlaquepaque. How will the Safe Place to Park be incorporated or phased out in the Master Planning efforts?

The VVCC appreciates your careful consideration of these concerns and suggestions. Our point of contact is Lars Romig who can be reached at 6 Vista Bonita DR, Sedona, AZ 86336 or via email at Lars.Romig@me.com

Sincerely,

Tracy Randall



President, Verde Valley Cyclist Coalition

Safe Place to Park comment

al comello.net <al@comello.net>

Mon 2/5/2024 8:55 AM

To:Cari Meyer <CMeyer@sedonaaz.gov>

The Safe Place to Park program is being discussed at P&Z tomorrow and in a week with the city council. I have sat in on numerous meetings, including with some of the businesses in Sedona that have employees who live in their cars now.

It's obvious that the people who are negative about the idea do not understand that it is "temporary" and it's for "people who work in Sedona" and are already sleeping in their cars/vans. The fact that the city got a grant for $800,000 for two years of management, demonstrates support for the concept.

The addition of showers and restrooms demonstrates how the city views and values these people as being important in the community. Thank you for considering this unique approach to a severe housing shortage and affordability of housing in Sedona and the greater Verde Valley.

Al Comello
A resident of Sedona and Sedona area since 1998
al@comello.net
835 Dustry Rose Dr
Sedona, AZ 86336
928-862-0210

Safe Place to Park

Ronald Martinez <ronmartinez44@gmail.com>

Mon 2/5/2024 9:09 AM

To:Cari Meyer <CMeyer@sedonaaz.gov>

Cari
Please share this with P & Z. I sent it to all council members.

Dear P & Z Commissioners,
I have been involved with the housing shortage affecting our workers either directly, as an employer for 33 years or indirectly as a member of member of our grassroots housing committee. Among the many laments I have heard that are associated with the housing shortage, two stand out for me:

1) The loss and critical shortage of potential employees for nearly all businesses but especially for our schools and first responders.
2) The number of individuals who want to live and work in Sedona but have had to resort to living at risk in either their car or in the forest.

Shannon Boone has done a very good job of investigating and developing a **short term/temporary solution** that I ask you to support.
Other pertinent features of this program include:
a. Participants will be connected to other necessary services (thru Verde Valley Homeless Coalition staff) as well as be informed when housing is available.
b. Employment in our city will be required, as well other ID mandates
c. Participants must drive out daily and leave nothing behind
d. We provide dignity for our workers offering basic hygiene.

Thank you for your service and please support Safe Place to Park

Best Regards, Ron Martinez
Sent from my iPad

Fw: Safe Place To Park

Jeanne Frieder <JFrieder@sedonaaz.gov>
Mon 2/5/2024 9:14 AM

To:Shannon Boone <SBoone@sedonaaz.gov>
Cc:Cari Meyer <CMeyer@sedonaaz.gov>;Linda Martinez <lmartinezsmc125@gmail.com>

letter of support from Steve Segner.

Jeanne Frieder
Housing Coordinator

Community Development Bldg. 104
102 Roadrunner Drive
Sedona, AZ 86336
jfrieder@sedonaaz.gov
(928) 203-5138

Business hours: Mon-Thur 7 a.m.-6 p.m.
Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.
Public safety 24/7

From: Linda Martinez <lmartinezsmc125@gmail.com>
Sent: Monday, February 5, 2024 9:11 AM
To: Jeanne Frieder <JFrieder@sedonaaz.gov>
Subject: Fwd: Safe Place To Park

Linda Martinez

Begin forwarded message:

> **From:** Steve Segner <steve@elportalsedona.com>
> **Date:** February 5, 2024 at 8:50:14 AM MST
> **To:** Tommy Acosta <tommythereporter@gmail.com>
> **Cc:** Linda Martinez <lmartinezsmc125@gmail.com>, Mark Jacabson <marcthesignguy@aol.com>
> **Subject: Safe Place To Park**
>
> A safe place to park
>
> I support "Safe Place To Park" and commend the city staff and council for this forward-thinking social program.

Sedona is a beautiful city but is not a real community because of the imbalance in housing caused by the state of Arizona SB-1350's ban on local control of STRs and the loss of affordable housing.
We should all support Sedona's effort to start a pilot plan to help with worker housing, even if that housing is a car or van.
There will likely be a learning curve, but the city staff can manage and make the necessary changes as the project progresses.
Sedona is one of the most expensive places to live in America. Very few people can afford to rent or purchase a home. This program will be a short-term stopgap for local workers until they can settle into more permanent housing.
Just because people work hourly jobs, and in some cases many "Gigs," they are citizens of Sedona and should be treated as such. Property ownership instills no special privileges, and we should remember we all struggled at some point.
A real community comprises people of all ages and various social backgrounds. Some people are just starting their careers, and others are ending theirs. Let's not be judgmental, but instead, let's lend a helping hand. Living in Sedona is not an earned privilege.

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 9:03 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 9:02 a.m.
Response #:	460
Submitter ID:	6365
IP address:	47.215.229.166
Time to complete:	36 min. , 56 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Placer to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

The city failed to directly reach out to property owners most affected by the zoning change. The city also disingenuously promoted the car park as "workforce housing" even though the admission criteria include many non-employed people (students, unemployed parents of students, the disabled and retired).
We have canvassed the previously ignored residents in the Bristlecone Pine and Rimstone neighborhoods, and they are overwhelmingly opposed to the pending zone change and upset the city circumvented meaningful consultation with them during project planning. Only 4 residents were in favor of the homeless car park and 36 were against it. Safe Car Parks have failed elsewhere because of the health and safety hazards they create, and they usually end in a flurry of expensive litigation. San Luis Obispo opened a “temporary” Safe Car Park two years ago but the county there decided to close it because of the inevitable public health problems it created. Just last week, homeless people in the car park sued San Luis Obispo County to obtain a restraining order to keep the “temporary” car park open. If Sedona decides to open a “temporary” car park it can expect the same to happen here. Cities from Phoenix to Portland have been sued by residents opposed to homeless sites, and Sedona can expect the same to happen here.

Some Sedona residents moved to Sedona to escape the homeless crises that destroyed many of the once-great cities of the West. Those refugees fled the culture of homelessness that was created in those cities. None of those once-great cities intended to destroy themselves; they started with the best intentions but implemented policies that instead created a cycle of ever more homelessness, drug addiction, despair, poverty and crime. Those cities can at least say they didn’t know where their policies would lead. Sedona has no such excuse.

The homeless car park violates the Community Vision of Sedona as embodied in its city ordinances which prohibit people

from camping or sleeping on public property. The car park is against the public interest because it will drive down wages by creating a larger supply of homeless people willing to work for subsistence wages. To the extent the parking lot is also likely to increase homelessness in Sedona, it will be accompanied by increased crime, poverty and drug addiction. It would be unconscionable for the city to implement this plan over the vehement objections of those who will have to live near it. It is misleading for the city to present it as workforce housing when workers will be competing with unemployed homeless people for admission to it. The homeless car park is not a solution to homelessness; it is a magnet and catalyst for ever greater homelessness in Sedona that will undermine the natural beauty of this place and eventually damage tourism and the businesses that depend on it.

I submitted a longer memorandum of opposition to the homeless car park by email to Cari Meyer and I requested she submit the memo to the members of the Planning and Zoning Commission prior to the Feb 6 meeting. Please review that memo in more detail for a more complete analysis of the city's flawed proposal.

3. Your contact information

Name:	William Noonan, MD, JD
Mailing Address:	150 Rimstone Circle
E-mail:	wdnjdmd@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 10:26 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 10:25 a.m.
Response #:	462
Submitter ID:	6367
IP address:	47.215.241.136
Time to complete:	4 min. , 57 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Culture Park homeless area

2. What are your comments, concerns, ideas, and suggestions about this project?

I am not opposed to having a space for workers who have not yet found housing. However, it is imperative that this be managed full time and that the numbers do not increase. If there is not a professional way to manage and execute protocols, then the area must be in a different location further away from a residential area.

Thank you,

Laurie

3. Your contact information

Name:	Laurie Jalenak
Mailing Address:	25 Rimstone Circle, Sedona
E-mail:	ljalenak@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 10:36 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 10:36 a.m.
Response #:	463
Submitter ID:	6368
IP address:	24.156.95.124
Time to complete:	3 min. , 45 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to park

2. What are your comments, concerns, ideas, and suggestions about this project?

I am a member of the housing council. I have been a City of Sedona resident since 1994. I am a Realtor and have been one in Sedona since 1994 and licensed since 1974.

I am in support of the Safe Place to Park.
The cost of housing far exceeds the ability of folks with the average median income to afford it.
I am personally aware of folks who have had to move out of their long-term rental so that the home can become a short-term rental.
Short-term rentals have obliterated long-term housing availability
It is a temporary solution
It is for folks who work locally, including those with children living in their cars.
There will be on-site management
It is open only at night
They must leave daily with nothing left behind
Basic hygiene will be provided, including showers and bathrooms.
Most of the money is from a state grant.

3. Your contact information

Name:	Randall Crewse
Mailing Address:	PO BOX 479, Sedona, AZ 86336
E-mail:	RandyCrewse@gmail.com

From: Jeanne Frieder
To: Cari Meyer; Megan Yates
Cc: Shannon Boone
Subject: Fw: comment on SPTP
Date: Monday, February 5, 2024 11:35:32 AM
Attachments: Outlook-City of Se

---

see below.

Thank you.

Jeanne Frieder
Housing Coordinator

Community Development Bldg. 104
102 Roadrunner Drive
Sedona, AZ 86336
jfrieder@sedonaaz.gov
(928) 203-5138

Business hours: Mon-Thur 7 a.m.-6 p.m.
Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.
Public safety 24/7

From: Samantha Draper <samfaydraper@gmail.com>
Sent: Monday, February 5, 2024 11:23 AM
To: Jeanne Frieder <JFrieder@sedonaaz.gov>
Subject:

Hi Jeanne! My name is Samantha Draper. My child and I are currently nomads living in our Kia Soul in Sedona. I was recently employed as an Art teacher at the Red Rock wilding school. We are looking for a place to park that is closer to town to save us gas or any assistance you could offer. Thank you for your time today!

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 1:08 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 1:07 p.m.
Response #:	464
Submitter ID:	6371
IP address:	47.215.229.166
Time to complete:	4 min. , 0 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

We register complete and absolute opposition to the proposed car camp in west Sedona at the site adjacent to Yavapai Community College. We are long term residents of the Rimstone Development which is in proximity to this proposed project. It is hard to believe this letter is even necessary given the overt and inherent cruelty that is the essence of this idea. You are effectively creating a refugee camp with people living in their vehicles so that they can serve the commercial interests of a minority segment in this city. Do you actually believe there is any benefit to the desperate individuals who feel forced to accept these conditions due to the lack of affordable housing in this area? It is impossible to deny the adverse and potentially life-threatening effects of such living conditions on these people under these circumstances.

In addition, there are secondary effects from such an encampment on the residents of this city in terms of property values, safety, liability and the overall immeasurable reputation of this city and state.

This problem of affordable housing is certainly not unique to Sedona and most of the country is not establishing encampments as a solution. This idea should not be actualized in ANY location period. You know that this project would not be approved by a majority of residents in this city or state. DO NOT take this action!

3. Your contact information

Name:	Allen and Claire Boyd
Mailing Address:	125 Rimstone Circle
E-mail:	csboyd11@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Oppose Safe Place To Park, PZ24-00002 (ZC)

Mitch Laurich <mitchlaurich@yahoo.com>

Mon 2/5/2024 1:38 PM

To:Cari Meyer <CMeyer@sedonaaz.gov>

Dear Sedona P&Z Commissioners:

I am a full-time resident and property owner in West Sedona. I am opposed to the zoning change for the Cultural Park's use of the city's Safe Place to Park program for homeless local workers... families with children enrolled in local schools... the disabled... the eligibility parameters seem to be expanding just as it has been promised that capacity can easily expand beyond 40 spots. If you vote in support of the zoning change, I urge you to restrict it to only full-time workers in the city of Sedona.

This idea is a big can of worms that has morphed from providing unhoused full-time workers in Sedona a safe place to park and sleep in their cars to something that is mushrooming into ever broad eligibility categories. I have zero confidence this use will not rapidly get out of control, end up costing a fortune, becoming a permanent fixture, and creating a pandora's box of foreseeable and unforeseeable problems in Sedona that the city is ill equipped to manage. Cities all over the US are struggling to shut down or manage such encampments because of the plethora of problems they create in communities. This program will draw homeless far and wide to relocate to Sedona and enroll their kid(s) in school to gain entry, thus exacerbating homeless numbers and problems city and forest-wide.

Creating a legally sanctioned homeless encampment is not compassionate and should not be an option - regardless of whether vehicles must leave daily. It fails to address the root of the problem of unhoused persons and their families. Indeed I see it as cruel, inhumane, dangerous and stigmatizing - especially for the children - that will promote hazardous and unsanitary living conditions despite best intentions. Even if capacity is limited, it is foreseeable that illegal encampments will grow around the legal encampment, while people await openings, and bring with them all the complex problems and consequences that come along with - that even the most wealthy and sophisticated cities across America cannot contain nor adequately manage.

This idea is especially misguided in Sedona because our city lacks the programs, services and resources to implement best practices and stringent regulations required. Most importantly, Sedona cannot provide comprehensive social services to support the homeless and get them into housing (police, sanitation, public health, social services etc). Rather than a way of life, it is critical for stays to be VERY temporary in nature (days and weeks, not years) with the goal to connect homeless with housing and services, which are lacking in the city and surrounding region. This encampment will create complex issues, hazards, dangers and liabilities of personal and community safety, security and crime, extreme weather, fire and personal dangers from inappropriate means to keep warm or cool, hygiene concerns, trash and waste concerns, mental and behavioral health and addiction, and more...

It will more likely than not end up becoming unmanageable and costing a fortune. But if this misguided idea moves forward, it should resolutely and strictly only be for persons (and dependents) who are employed full-time within 86336 who provide irrefutable proof on a daily basis of said employment (paystubs not letters). If allowing families of children enrolled in school, it should strictly only be for those who were enrolled prior to February 1, 2024 to prevent unhoused families relocating to Sedona to gain access to the parking lot. Also, nothing should be enacted until after the pending appeal/lawsuit against the city has been fully adjudicated as this may jeopardize the outcome against Sedona.

All things considered this project seems imprudent, ill-conceived, misguided, short-sighted and overhasty. We can do better. I strongly and respectfully urge you to please vote no. This is a very bad idea for Sedona.

Thank you for your service.

Mitch Laurich
160 Saddlerock 86336

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 2:13 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 2:12 p.m.
Response #:	465
Submitter ID:	6372
IP address:	47.215.243.243
Time to complete:	9 min. , 30 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

Temporary? Check our this link: www.ksby.com/san-luis-obispo/slo-county-announces-parking-site-closure-homeless-group-to-file-restraining-order. This could be in our future once you allow a homeless site to exist.
As a 27 year resident of this city, I am appalled that the city should take it upon themselves to SNEAK this homeless facility in. This is an issue that impacts all of us that live here and therefore should have been voted on by all the residents, not just implemented by a few city employees that may not own property here. The City of San Clemente, CA let a few homeless move into a little park in their town. It has now been taken over by them and the people can no longer use the park! Multi-million dollar (probably not worth that any longer) homes surround the park.
Your actions have dire consequences for the health and safety of the residents, the impact to our home values as well as opening the residents up to potential law suits to keep the "temporary" parking lot open. City employees should not take it upon themselves to make decisions of this magnitude when the residents are the ones that will bear the impacts of their decisions/actions. All actions of this magnitude should be voted on by the residents.

3. Your contact information

Name:	arlene purbaugh
Mailing Address:	106 bristlecone
E-mail:	jagpurbaugh@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 2:40 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 2:40 p.m.
Response #:	466
Submitter ID:	6373
IP address:	47.215.229.166
Time to complete:	3 min. , 43 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Car Park

2. What are your comments, concerns, ideas, and suggestions about this project?

We think people are confusing "working homeless" with "vagrants." They are not the same thing. These people are not those who hang out on the streets all day with nothing to do but use drugs and beg for money - and then eventually move on to be replaced by a new wave of vagrants. These working homeless have day jobs contributing to our city and are merely staying in town after work hours. They are currently taking risks by sleeping in their cars in parks or on neighborhood streets. In the long term, we don't see any upside to that. No one wins. So, what can we do to solve the problem? Having them in a city-managed area with assistance (support, toilets, showers) greatly improves their safety and sense of belonging to the community. Our neighborhoods are much safer because of this. If we don't do this, what is the alternative? Continuing to ignore them will not make Sedona a better town for anyone. We'd prefer to see Sedona as a role model for other cities with similar problems rather than as a place where people with a housing problem are ignored.

3. Your contact information

Name:	Joe and Joyce Friel
Mailing Address:	80 Rimstone Circle
E-mail:	jafriel9@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

Not answered

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 10:07 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 10:07 a.m.
Response #:	461
Submitter ID:	6366
IP address:	47.215.229.166
Time to complete:	0 min. , 8 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I am a resident of Rimstone who surveyed residents in the Bristlecone Pine and Rimstone neighborhoods near the Cultural Park. I collected those comments and submitted them in a memo to Cari Meyer who was asked to forward those complete comments to the Planning and Zoning Commission. Of the 40 people we contacted, 36 opposed the homeless car park and only 4 supported it.
The full comments are contained in that memo you will receive, but I wanted to summarize some of the objections our neighbors have to the homeless parking lot:

--If you build it they will come

--Growing a homeless population in one location will only attract more homelessness. The more beautiful the location the stronger the attraction.

--- If the city thinks they can simply move 40 vehicles to the lot and it stops there, they do not understand the nature of this kind of program.

--The proposed camp is inherently cruel. It effectively creates a refugee camp with people living in their vehicles so that they can serve the commercial interests of a minority segment in this city. Do you actually believe there is any benefit to the desperate individuals who feel forced to accept these conditions due to the lack of affordable housing in this area? It is impossible to deny the adverse and potentially life-threatening effects of such living conditions on these people under these circumstances.

--The program has the look and feel of a minimum-security prison … with all the headaches associated with enforcing the many proposed rules of the program. I am not at all immune to concerns about affordable housing in Sedona, but this hastily conceived and obscenely expensive proposal is not the solution, or even part of the solution

--This rezoning is merely the first step to what will come and what will come will ruin the image of Sedona for tourists and residents alike.

---We saw a similar program devolve into a clear disaster

--Although the Car Park superficially sounds like a good plan, we saw a similar program devolve into a clear disaster. By encouraging an affordable park overnight program many non-locals will try to join in on the inexpensive costs to camp in the beautiful Sedona area. As it has in many West Coast cities, this will devolve into drug users gaining access and the resulting homelessness access will destroy the tourist population as well as the locals fleeing this terrible outcome.

--We talked with the manager at the Hilton Resort next to Cultural Park and they were not contacted by the City about the Car Park rezoning.

--When the City already says it may need more parking spots they have admitted this will perpetuate the problem and not solve it.

--A similar car park program was started in Santa Barbara when I lived there and the Santa Barbara model is what cities follow when building their own Safe Parking programs. Today, Santa Barbara still has affordable housing problems that their Safe Parking program (implemented in the early 2000's) has not solved. After the Safe Parking program more homeless people showed up and the downtown area has gone downhill.

--Permanently rezoning the Cultural Park for the "temporary" homeless car camp seems to indicate a "bait and switch." Adding disabled, unemployed homeless to the rezoning request obviously indicates a broader expectation of including generally homeless people as clients at the camp, not those who are described as icons of exemplary citizenship.

--There is possible damage to real estate values. Homes owned in the area represent most people's greatest investment after a lifetime of working and raising families.

--The apparent plan the city has for the Cultural Park is not "the missing middle" housing that is so often used as a reason for new housing development in Sedona. The upwardly mobile professionals like teachers and police and city staff members will not be enamored with the idea of living in low-income apartments or tiny homes or next to homeless car parks. This is NOT a family friendly solution and is NOT even in line with those who favor a mixed-use development of family homes and apartments and visions of a community gathering place.

--It seems odd that the city mandates sex offender background checks for tourists who plan to stay in short term rentals. Sex offender or criminal background checks have not been mentioned as part of the homeless car camp.

-- The need for low cost, affordable housing is real and would benefit our community, however the Cultural Park Parking plan is not one of those. It's too close to residential and recreational elements of the city. I would be a lot more in favor of a "parking lot homeless camp" if it were located further away, say near the water reclamation area off 89a.

-- No one seems to want to discuss the negative impact on communities regarding: safety, security, theft, littering, loitering, decrease in property values.

--No one wants to discuss what will happen when the "rules" are broken and the number of homeless increases. Aggression happens. Discretion of the City to decide if the homeless site is successful and then expand it based on demand is not acceptable

---Word will spread throughout the Southwest and soon we will be overrun with homeless migrants. The car park is a poor plan designed to use government funds because they are available. It is a way to say, "Look we have done something!" It is more about appearances than actually addressing the issues and providing a solid solution.

-- This is not the highest and best use of prime real estate which cost the City more than $20 million to acquire. It seems absurd to argue that this acquisition cost, coupled with $500,000 in “one-time” start-up costs, over $400,000 per year in operational costs, and interest payments on the debt incurred to acquire the property represents the most economical way to benefit the maximum 40 individuals who will benefit from the program at any given time.

Please review the full comments that are set forth in more detail in the memo that Cari Meyer will send you. Our survey and these comment demonstrate the vehement opposition of the nearby neighborhoods to the homeless parking lot plan.

3. Your contact information

Name:	TK Hyatt
Mailing Address:	150 Rimstone Circle
E-mail:	hynoon1@hotmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 7:11 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 7:10 p.m.
Response #:	470
Submitter ID:	6377
IP address:	47.215.236.29
Time to complete:	37 min. , 47 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

PZ24-00002 (ZC) Safe Place To Park,

2. What are your comments, concerns, ideas, and suggestions about this project?

I am writing in strong opposition to the proposed zoning change for the Safe Place to Park use at the cultural center. I am a resident year round and very sympathetic to the plight of our community's unhoused persons and the extreme housing challenges they face. Indeed my family was homeless in Sedona as a child during the time I lived here. I still think this is the wrong solution that literally is not a solution at all. Two years is not a temporary implementation, and everything implemented temporarily in Sedona seems to become permanent. Better, more humane solutions must be found. I do not at all trust the project will be implemented successfully. It seems very rushed and poorly planned. I would be more inclined to support this use with a hard limit of 40 spots restricted to local full-time workers only, rather than other populations that will grow unencumbered with ever increasing demand.

This is a bad idea that could get out of control fast and Sedona does not have the staff nor services to deal with all the potential consequences. It is also very unfair to the neighbors. Build it and they will come, in addition to all the other RV nomads and travelers in vehicles who have come to Sedona without housing or a plan. This will ultimately hurt Sedona, our wildlife, environment and most importantly the workers it was designed to help.

Please vote no to this short-sighted, misguided and ill-conceived plan. It will result in complex challenges and dangers that will hurt all residents, including the unhoused workers it was originally designed to help. If passed please ensure stringent oversight. Thanks for your time.

3. Your contact information

Name: Brigitte McBride

Mailing Address:	PO Box 1252 Sedona AZ 86339
E-mail:	bemalt@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 9:13 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 9:13 p.m.
Response #:	471
Submitter ID:	6378
IP address:	146.86.143.198
Time to complete:	5 min. , 9 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I fullly support this program! Hardworking people are finding themselves in a terrible situation. Providing a safe place to sleep and basic amenities is the least we can do until a more permanent housing option is available. We can't expect all of the services without supporting the workforce needed to provide them. This is the least we can do. Thank you City Leadership for stepping up to find some kind of temporary solution.

3. Your contact information

Name:	Ann Kelley
Mailing Address:	25 W Brins Mesa Rd
E-mail:	ann@kelleydata.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 9:30 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 9:30 p.m.
Response #:	472
Submitter ID:	6379
IP address:	184.103.3.125
Time to complete:	2 min. , 4 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place To Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I am in favor of this time limited and humane proposal to make life easier for people forced to live in their cars for economic reasons by providing them a place to park their vehicles and amenities like bathroom facilities and drinking water.

3. Your contact information

Name:	David L Myers
Mailing Address:	595 Sunset Ln
E-mail:	blackdogmyers@sbcglobal.net

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 9:32 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 9:32 p.m.
Response #:	473
Submitter ID:	6380
IP address:	184.103.3.125
Time to complete:	1 min. , 46 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place To Park

2. What are your comments, concerns, ideas, and suggestions about this project?

This is a great idea. It will provide a safe place with drinking water and bathrooms for our community members who are forced to live in their vehicles due to high rents and unavailable rentals.

3. Your contact information

Name:	Monica L Bills
Mailing Address:	595 Sunset Ln
E-mail:	ironbutterflym@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

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Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Monday, February 5, 2024 10:00 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/05/2024 9:59 p.m.
Response #:	474
Submitter ID:	6381
IP address:	47.215.227.145
Time to complete:	4 min. , 3 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place To Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I am writing to express support for the Safe Place To Park Project.
This is a vital facility to help businesses and their staff to be able to work and sleep in Sedona.
All of the positive points that have been made in media and other places support this initiative.
I believe that it should be implemented as soon as possible and expanded as needed in the future.

3. Your contact information

Name:	Gary Glenn
Mailing Address:	P O Box 2265 Sedona, 86339
E-mail:	thegaryglenn@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 7:06 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 7:06 a.m.
Response #:	477
Submitter ID:	6384
IP address:	47.215.228.71
Time to complete:	4 min. , 24 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Cultural park car camp

2. What are your comments, concerns, ideas, and suggestions about this project?

This is a step in the right direction. Let's create a safe place for workers to sleep at night. But what if employers actually paid enough for their employees to rent a residence? What if a safe place to sleep was something we believed all people should have, not just those that we deem worthy?

So yes, this is a step in the right direction. One step. The first baby step. Now what about actual affordable housing? And what about affordable housing for all? Not those only that society deems worthy? What next steps will occur?

3. Your contact information

Name:	Margaret Connery
Mailing Address:	110 Canyon Diablo
E-mail:	Margaret.connery@hotmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 7:12 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 7:12 a.m.
Response #:	478
Submitter ID:	6385
IP address:	2a09:bac3:7824:183c::26a:17
Time to complete:	5 min. , 46 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe place to park

2. What are your comments, concerns, ideas, and suggestions about this project?

A noble, but terrible misuse of the Cultural Park.

This is a dangerous slippery slope. There are far too many unknowns that have not been accounted for.

It will increase attraction for homelessness. Sedona will be a hotbed for unhoused.

3. Your contact information

Name:	Samaire Armstrong
Mailing Address:	315 Foothills S Dr
E-mail:	samaire@mac.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 7:28 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 7:28 a.m.
Response #:	479
Submitter ID:	6386
IP address:	2a09:bac3:67b5:183c::26a:26
Time to complete:	15 min. , 29 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

The City took on debt for the most precious and last open space in Sedona.

Instead of working with legitimate developers to maximize a dynamic commercial and residential destination, the short sighted and ill qualified city council members along with Shannon Boone took a socialist approach to this project.

In one dictatorial move, the council's decision to move forward with a homeless encampment will devalue not only the precious Cultural Park land, but surrounding school, neighborhoods and properties.

3. Your contact information

Name:	Sylvia Sepielli
Mailing Address:	315 Foothills S Dr
E-mail:	Sylviaspa@aol.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 7:35 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 7:35 a.m.
Response #:	480
Submitter ID:	6387
IP address:	2607:fb91:20e0:476c:aca3:41c5:ce2:269b
Time to complete:	7 min. , 55 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

This is a very bad idea. It is NOT SAFE. Once started it will attract all sorts of people with mental health issues, as well as drugs and alcohol. This will be permanent, and no development will happen there. This is just the beginning of the end of Sedona.
I worked hard to get to retire here!!

3. Your contact information

Name:	Susan Adams
Mailing Address:	45 Homestead Rd Sedona AZ 86336
E-mail:	nowisall91@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

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Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 8:05 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 8:04 a.m.
Response #:	481
Submitter ID:	6388
IP address:	172.56.86.25
Time to complete:	5 min. , 12 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

safe place to park program

2. What are your comments, concerns, ideas, and suggestions about this project?

I support approval of the Safe Place to Park Program. Homelessness is a significant problem in Sedona and the Verde Valley. This program is a well thought out TEMPORARY solution that takes advantage of the Cultural Center property while the City and community establish a long term plan on how to use/develop the property. That plan will take at least two years. In the interim, this large property can be used to help mitigate the homeless issue. I would not be supporting this plan if it were permanent, open ended, and not strictly managed, but since these criteria have been met, I believe this is the appropriate course.

3. Your contact information

Name:	Lynn Zonakis
Mailing Address:	115 Calle del Viento
E-mail:	2sedona@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 8:09 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 8:08 a.m.
Response #:	482
Submitter ID:	6389
IP address:	47.215.235.57
Time to complete:	9 min. , 20 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe place to park

2. What are your comments, concerns, ideas, and suggestions about this project?

It is unfortunate that we have to consider this proposal but the reality is that we must. People and families must sleep in cars in Sedona simply because they cannot afford housing here or in neighboring towns. And they do. It is the right thing to do to give them a safe space with facilities to shower and use the bathroom. These are people who work in our town and we all depend on them. We must support them. Denying this program will not make our homeless population go away. Let's give them a ray of hope.

3. Your contact information

Name:	Joanne L. Makielski
Mailing Address:	35 Pueblo Trl
E-mail:	jmakielski@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Support for Safe Place to Park Initiative

Leonard Silvester <pastorlen.crrucc@gmail.com>

Tue 2/6/2024 12:34 AM

To:Cari Meyer <CMeyer@sedonaaz.gov>

please forward to P&Z and City Council and Jean Freider

Dear Sedona leaders,
I am writing (from Europe, otherwise I would be at the P&Z meeting in person) in strong support of the Safe Place to Park initiative. The housing needs are clear of those who serve us in ways that matter each day. Add in the needs of seniors who are priced out of decent housing and the crisis becomes crystal clear.
While Church of the Red Rocks has not taken a vote on this specific initiative, their history of fair housing advocacy is clear; most recently CRR has been the driving force in the creation and ongoing support of Hope House.
I am aware that some Sedona residents are expressing opposition to Safe Place to Park. Their concerns should be heard and considered and all reasonable steps should be in place to address them. However, it is for those of us who have a warm home and bed in which to spend the night to now go the second mile for those who do not.
Thank you for your consideration. --Len Silvester
--

Rev. Len Silvester, *Interim Pastor*
Church of the Red Rocks UCC
54 Bowstring Drive -- Sedona, AZ 86336
PastorLen.CRRUCC@gmail.com
www.churchoftheredrocks.com

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 8:48 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 8:48 a.m.
Response #:	484
Submitter ID:	6391
IP address:	2a09:bac2:614f:183c::26a:83
Time to complete:	52 min. , 13 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

It's excllent and worthy of Sedona. We have a new homeless society of WORKERS, not mentally disturbed , not drug addicts, workers who are homeless because of the predatory Short Term Rentals. Safe Place to Park is a temporary solution for an emergency situation. if brings dignity to hard working men and women and a safe place to sleep for them and their families. All the details... need iD and where you work or go to school, car insurance are all appropriate to ask for workers or students. And this is a much better solution than forcing them to park iin front of peoples homes, better for everyone. I know some people do not want it but that is wrong. We are lending a helping hand to good hard working Arizonans, not bums or vagrants. That is why it's so great. Folks in the clergy are helping this because this is a good project. Please allow this excellent project that is funded already.
Jennifer Tanner Protect Our Commuties

3. Your contact information

Name:	Jennifer Tanner
Mailing Address:	P.O.box 2265
E-mail:	JJTanner18@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 9:03 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 9:03 a.m.
Response #:	485
Submitter ID:	6392
IP address:	24.121.125.174
Time to complete:	5 min. , 52 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

SAFE PLACE TO PARK

2. What are your comments, concerns, ideas, and suggestions about this project?

It's sad that housing has come to this, but until low income housing is available for our working poor, I think this is a viable option. Please ignore the NIMBYs.
Also, the city could do a much better job of encouraging ADUs and small houses for those of us with larger lots, like waiving development fees for units that will not go into short term rentals. We would like to build a casita and rent to a local person/family, but the numbers don't make sense, especially with complicated and expensive requirements like mandating a sprinkler system, and snow loads identical to Flagstaff, to name just two.

3. Your contact information

Name:	Frank Matthews
Mailing Address:	3330 Lizard Head Lane
E-mail:	frankmatthews33@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 9:32 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 9:32 a.m.
Response #:	486
Submitter ID:	6393
IP address:	172.56.86.25
Time to complete:	4 min. , 37 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

As a resident of Sedona, I am 100% in favor of this program. It will help fill a critical need, is well thought out, and is appropriate for the City to offer.

I'm particularly pleased that it will be staffed by the Verde Valley Homeless Coalition during hours of operation.

I urge members of the Planning and Zoning Commission to support "A Safe Place to Park."

3. Your contact information

Name:	Craig Swanson
Mailing Address:	115 Calle Del Viento
E-mail:	cnlhike@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 9:37 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 9:36 a.m.
Response #:	487
Submitter ID:	6394
IP address:	189.202.211.231
Time to complete:	4 min. , 21 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I really appreciate the City's initiative on this project! Every aspect has been thought through carefully, it helps restore some measure of dignity to local workers who can't afford the high rents in our area. I am also impressed that the City has been able to obtain a grant to support the cost of the project.
I strongly support this project, and urge the planning commission to approve it.

3. Your contact information

Name:	Susanne von Rosenberg
Mailing Address:	205 Sunset Drive #21, Sedona 86336
E-mail:	susanne@gaiainc.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

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Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 9:40 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 9:39 a.m.
Response #:	488
Submitter ID:	6395
IP address:	2607:fb91:8e0d:c827:2125:dde0:8e4d:f5a4
Time to complete:	3 min. , 50 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

safe place tp park

2. What are your comments, concerns, ideas, and suggestions about this project?

We fully support the program. 100%.

3. Your contact information

Name:	ed and Jeanine Bottrell
Mailing Address:	2380 Buckboard Rd
E-mail:	eastbees@aol.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

SPTP

MaryLGarland <marylgarland@gmail.com>

Tue 2/6/2024 9:59 AM

To:Cari Meyer <CMeyer@sedonaaz.gov>

Can you please forward this letter of support for the SPTP program to Councilors who are considering this proposal at today's P & Z meeting.

I have tracked the dialogue about "A Safe Place to Park".

I appreciate that this is not a long term solution, but a well funded two year trial by the state to AZ to help communities address the lack of affordable housing.

Participants will be required to verify local employment and/or children enrolled in local schools to qualify. Additionally they must present car registrations and insurance documents to qualify to park.

I am impressed that the SPTP will be monitored by trained personnel from Cottonwood's Verde Valley Homeless Coalition. That coalition and and local Housing Coordinators will be better informed of the number of people who are living in their cars, and better equipped to enable those same responsible people more permanent affordable housing when it becomes available.

I support this program and hope that you will do the same.

Sincerely,
Mary Garland
MaryLGarland
marylgarland@gmail.com

Kyle Sandidge

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 10:50 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 10:50 a.m.
Response #:	493
Submitter ID:	6400
IP address:	24.156.93.78
Time to complete:	17 min. , 12 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Overnight Parking

2. What are your comments, concerns, ideas, and suggestions about this project?

Your solution is well intended but misguided.
If the city Council can spend $25,000 on a rusty metal horse to position in a park then surely you can find some money to approach overnight housing in a more appropriate way.
Is the city really willing to spend the time and money to provide adequate document inspection to see that these are current working people of Sedona.

3. Your contact information

Name:	Barbara Gagliardi
Mailing Address:	24 Bobwhite Circle
E-mail:	bpgag@me.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 11:22 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 11:21 a.m.
Response #:	494
Submitter ID:	6401
IP address:	98.97.57.91
Time to complete:	7 min. , 19 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

I visited the site this morning with P&Z with my husband. We both kept going back and forth about how we felt about the overall project while walking around and learning more about the proposal. Two main concerns/comments.

1)And perhaps this detail is covered in the full proposal and I missed it. But will all people in the car have to meet qualifications outside of children. So that one qualified individual cannot bring in others that do not qualify, even just for a 'visit'?

2) Regarding the old storage shed building that is on the site but is not intended to be used for the project. Why not, instead of spending money to fence it off and paint it, tear down the building itself and utilize the poured pad underneath. The wall or roofing material could be repurposed to make a covered space. This could be utilized during inclement weather, such as today. It is already located near where Jeanne indicated the communal meal prep area would be designated. This seems like a much better use of the sq footage otherwise useless inside a locked building that will likely never be utilized in its current state again. And it would remove the building as a potential hiding space or temptation to try to enter.

Thank you!

3. Your contact information

Name:	Althea Johnson
Mailing Address:	171 Bowstring Dr.
E-mail:	althea.m.johnson@gmail.com

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 11:32 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 11:32 a.m.
Response #:	496
Submitter ID:	6403
IP address:	47.215.232.96
Time to complete:	12 min. , 53 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

At first hearing about this I was very skeptical however after viewing the City's presentation I believe this project should be given a chance. According to the presentation the number of people needing this service is fairly small, and the hoops they will have to jump through will help weed out those that don't belong. As a short term project during mild weather this may be a temporary fix and a reasonable one with minor expenditure. I do have very positive feelings about this being a collaboration with non-city non-profits as they have more experience in this area. I would definitely like the City to try this first before building permanent housing they may not be able to be properly supervised or maintained and the opportunities for housing corruption are there. I will always believe that the government has no business being in the housing business but should support the efforts of those who do in a fair fashion.

3. Your contact information

Name:	Susan Gorney
Mailing Address:	141 Siesta Way, Sedona, AZ 86336
E-mail:	sshadedog@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 11:29 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 11:28 a.m.
Response #:	495
Submitter ID:	6402
IP address:	2a09:bac3:9970:183c::26a:4a
Time to complete:	2 min. , 42 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

The Village at Saddlerock Crossing (Oxford Hotel), PZ19-0005 (ZC, DEV)

2. What are your comments, concerns, ideas, and suggestions about this project?

Concerned we are adding lodging vs worker housing/multi family, in an already congested area/intersection along with height restrictions.

3. Your contact information

Name:	Aubrey vanderhamm
Mailing Address:	50 valley view drive
E-mail:	Aubrey._bonnett@yahoo.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

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Megan Yates

From: donotreply@sedonaaz.gov
Sent: Tuesday, February 6, 2024 11:33 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/06/2024 11:33 a.m.
Response #:	497
Submitter ID:	6404
IP address:	174.194.130.207
Time to complete:	8 min. , 19 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Saddleback Crossing

2. What are your comments, concerns, ideas, and suggestions about this project?

Please know that along with my wife, Ellen, that I oppose this three story hote. It will impact our traffic and views in Saddlerock. Please do not rezone. It should stay one story.

Michael McLeod

3. Your contact information

Name:	Michael Mcleod
Mailing Address:	90 Valley View Drive Sedona AZ 86336
E-mail:	Centerpoint1@protonmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Wednesday, February 7, 2024 8:34 AM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/07/2024 8:33 a.m.
Response #:	506
Submitter ID:	6415
IP address:	47.215.243.253
Time to complete:	5 min. , 42 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe place

2. What are your comments, concerns, ideas, and suggestions about this project?

I totally agree with creating a safe space for all employees of Sedona to park.
It's hard to believe anyone would be against it

You have my total support?

Daniel Sapienza
145 Harmony drive
Sedona Az
86336

3. Your contact information

Name:	Danny Sapienza
Mailing Address:	145 Harmony drive, Sedona. Az
E-mail:	dansap123@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Wednesday, February 7, 2024 8:46 PM
To: Cari Meyer; Kyle Sandidge; Megan Yates
Subject: Comment on Development Proposal

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	02/07/2024 8:45 p.m.
Response #:	507
Submitter ID:	6417
IP address:	24.251.208.144
Time to complete:	54 min. , 7 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name and addresses) will become part of the public record and will be available for public inspection.

1. Project Name:

Safe Place to Park

2. What are your comments, concerns, ideas, and suggestions about this project?

Providing a designated place to sleep overnight is a good concept but Cultural Park is the wrong location. I deplore the Mayor and Counselors to send this back to the city staff to find a better location. My below reasons are experiences I can personally share, and not hypothesize about.

1) Dumping gray water into the desert is bad for the native plants. I know this was studied by an environmental engineer who said the gray water was safe but I implore you to ask questions of the findings. Was the study on the environment done by an arborist? Was the volume of water released in the desert studied and determined to be safe? From experience, too much water kills the manzanita in the area and will cause the trees to over grow and then fall over in a storm because the soil will not support the weight. A local study of the Verde Valley by the UoA Farms is a quick reference to the dangers of over watering the manzanita.

2) The layout of this location is pretty but the crushed asphalt design of small streets resembling little fingers is problematic. The city has already begun to improve the grounds for the site and the crushed asphalt is plain to see.

a) First responders will be challenged to respond to medical calls who will no doubt be called upon as a significant number of people living out of their cars have health issues.

b) My mother has lived out of a car and I can tell you with her mobility issues she would not be able to walk to the bathrooms unless the 2 handicap parking spaces were adjacent to the bathroom.

c) Every other designated overnight parking lot in the US are located in/on paved parking lots in incorporated areas with adequate lighting and surveillance cameras. This deters criminal activity such as sexual predators masturbating in the bushes (sorry to be graphic but as public officials you must understand precisely why parking lots are designed flat and open with lighting.) With the recent decision to remove of the fence, now the domestic violence victims who often find they must live out of their cars before they get into housing must contend with their abusers stalking them as they sleep in their vehicle.

d) The concept of the kitchen as staff has put it, is literally a cooking grill at a park. These people are living out of their cars meaning they will create a lot of disposable waste from food packaging. When facilities are not provided, people will improvise by cleaning their cookware (pans/pots, etc.) in the desert, attracting rodents, wildlife and ants. The decision to remove the fence is going to attract additional wildlife than the original plan. To this point, I hope trash receptacles are placed at each parking space following the Disneyland principle of placing a trash can every 30 feet.

3) Planning and Zoning's passed this but the plan never limited the number of parking spaces. Failure to limit the spaces opens up the city to expand beyond the 40 parking spaces as presented.

4) Overnight parking is not consistent with the Western Gateway CFA, in particular to long term housing. Sleeping in a car, does not qualify as habitual Housing. However, the talk of city staff's caveat of being able to expand sounds like it will be long term but I imagine this is dependent on if the federal grant is renewed.

5) Using a diesel generator to create power is not good for the environment.

6) The limited number of radio/cell towers in Sedona provides spotty service in this area. Sometimes atmospheric conditions help or add to the coverage. I presume everyone has experienced dropping a phone call traveling over Schuerman Hill.

7) I understand the city's access to suitable and available property is very limiting, hence the selection of this location. I suggest the Wetlands Preserve which has much more infrastructure to make this plan viable. Another site could be the future parking garage in Uptown or the existing park and ride parking lots.

8) If the city council does not command staff to change the location of this overnight parking location, there is no other recourse except to legal action by the community as the plan clearly does not meet the Land Development Code by providing adequate services which is expected from a city.

9) Beware the next city council will be left on the financial hook if the current council passes this proposal under the guise that living out of your car is adequate housing (remember this is how COS staff claims it complies with the CFA). Down the road, the COS will be legally on the hook to provide the equivalent number of housing by the time the COS shuts this property down based on the direction of the 9th Circuit Court and future court cases out of California.

3. Your contact information

Name:	Sergio Martinez Sr
Mailing Address:	West Sedona Resident
E-mail:	smarti057@gmail.com

4. Would you like to receive notices about this project, such as public meeting dates?

(○) No

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.

Message for P & Z

Linda Martinez <lmartinezsmc125@gmail.com>

Tue 2/6/2024 8:04 PM

To:Cari Meyer <CMeyer@sedonaaz.gov>
Cc:Jeanne Frieder <JFrieder@sedonaaz.gov>;Scott Jablow <SJablow@sedonaaz.gov>;Karen Osburn <KOsburn@sedonaaz.gov>

Chairwoman Levin and Commissioners,

Thank you so much for your vote to change the zoning at the Cultural Park for Safe Place to Park.

You made the right decision for our housing crisis and most vulnerable workers. Your vote moved us a step closer to this much needed program that will give them a small measure of dignity.
Our Housing Department, Mimi Maher, Housing Solutions of Northern Arizona (HSNA) and our grassroots Housing Advocacy Group are working diligently on solutions to our housing crisis. We should know soon whether HSNA receives a grant from ADOH to try to buy a hotel in/near Sedona for transitional housing.

Thank you again, for your vote and for your service to the community.

Linda Martinez
928-239-0074

Via Email
March 1st, 2024
City of Sedona Staff, City Council Members and Mayor Jablow
Attention: JoAnne Cook

Re: “Safe Place to Park” Program

Dear Mayor Jablow, Council Members and City Staff:

The Verde Valley Cyclists Coalition (VVCC) is providing comments on the PDF, Item 6a Safe Place to Park packet distributed on 1/31 by the Planning and Zoning Commission (P&Z), VVCC attended the onsite P&Z visit on 2/6 and presented comments at the P&Z meeting on the same matter. The VVCC is submitting updated comments for the 3/12 City Council Meeting discussing the same matter.

The mission of the VVCC is to advocate for Verde Valley Cyclists by providing memorable, safe riding experiences while preserving and expanding biking access through partnerships. The VVCC’s membership is made up of 263 cyclists in the Verde Valley with the majority of our members being mountain bikers residing in Sedona.

The VVCC was supportive of the City of Sedona purchasing the Cultural Park property and spoke in favor of the purchase at the City Council meeting held on November 22nd. The update we provided to the VVCC membership can be found here.

The VVCC continues to be supportive of the City of Sedona taking the lead in developing the Cultural Park with the input of the local community. Through reviewing the packet distributed by the P&Z Commission, we would like to express our concerns with some of the plans outlined in the packet, specifically the “Safe Place to Park” proposal.

As the Cultural Park is adjacent to the Coconino National Forest, there is close proximity to the Western Gateway trail system and specifically the Outer Limits and Bottom Out trails are in close proximity to the proposed “Safe Place to Park” footprint. The Western Gateway and specifically Outer Limits and Bottom Out provide hikers and bikers a relatively “unspoiled” outdoor experience, as no development is in close proximity to them, yet.

The City of Sedona has made amazing progress incorporating art, vegetation, and design throughout the Sedona roadways (e.g. Uptown, Tlaquepaque and the Ranger Station in-progress). However, this same attention to aesthetics and creating a “Sedona” experience is often missed when developments are adjacent to the Coconino National Forest and the extensive trail system contained in our National Forest. New trail heads/connections for new developments need consideration, thus avoiding a spider web of social trails developing that destroys the landscape and the Sedona experience. Setbacks and incorporating green space are common with infrastructure projects, but setbacks (i.e. adequate green space) are typically missed when developments are adjacent to the Forest and our trail systems.

We cannot easily change what has already been built; however, we can do a better job of preserving and respecting our natural space and the Sedona experience with new developments that are adjacent to our trail systems.

During the site visit on 2/6 with P&Z, several concerns were alleviated. However, the plan is still in development and comments were made that things would change as the site was developed and the footprint could change if there was increased need.

So, we respectfully ask the City of Sedona to consider the following suggestions in their execution plans for the Safe Place to Park. We appreciate the City's goal to assist those in need and hope you consider the following points, which would be beneficial to these new residents, the trails and forest.

1. Treat this as if it were a long-term project rather than a fast, short-term solution when making decisions and investments that impact the trails and Sedona experience of the trail users as well as the residents of the Safe Place to Park.
2. The fencing pictured in the packet around the Safe Place to Park boundaries does not create a Sedona experience for the trail users or the Safe Place to Park residents. Consider natural material and/or the beautiful material the City invested in to support Uptown's aesthetics. The Marriott also created a nice natural boundary. Even Forest Service fencing would provide a less obtrusive look to the area than the current fencing pictured in the packet.
3. Work with the Forest Service, the VVCC and other organizations to obtain trail access and trailheads in your plans now. Otherwise, we will end up with a spider web of social trails throughout the Cultural Park to the Western Gateway trail system. We know this is temporary, but the surrounding Forest and trail system will be impacted by temporary solutions.
4. Consider the amount of green space and setbacks between the structures (temporary or permanent) planned on the property and the surrounding trails.
5. Consider the impact to the surrounding trail system and Forest from dumping the gray water from up to 80 adults and children showering daily into the surrounding Forest. The current situation on Crusty in the Soldiers Wash trail system should not be repeated.
6. The Cultural Park is a Gateway into Sedona and should welcome residents and visitors in the same fashion as Uptown and Tlaquepaque. How will the Safe Place to Park be incorporated or phased out in the Master Planning efforts? VVCC would welcome the opportunity to be an active participant in assisting the City with Trails & Trail access in the Master Planning efforts.

The VVCC appreciates your careful consideration of these concerns and suggestions. Our point of contact is Lars Romig: 6 Vista Bonita DR, Sedona, AZ 86336 or via email at Lars.Romig@me.com

Sincerely,
Tracy Randall

President, Verde Valley Cyclist Coalition

CITY COUNCIL AGENDA BILL

AB 3031
March 12, 2023
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding contracts with the Arizona Department of Housing and the Verde Valley Homeless Coalition for the proposed Safe Place to Park program.

Department	CM – Housing
Time to Present	30 minutes
Total Time for Item	3 hours
Other Council Meetings	June 15, 2023; January 9, 2024
Exhibits	Exhibit A – Arizona Dept of Housing contract Exhibit B – Verde Valley Homeless Coalition contract

Finance Approval	Reviewed 3/4/24 CRW
City Attorney Approval	Reviewed 03/04/24 KWC
City Manager's Recommendation	Approve contracts with the Arizona Department of Housing and the Verde Valley Homeless Coalition for the proposed Safe Place to Park program.

Expenditure Required	
$	$1,023,147 (2-year program cost, including one-time start-up costs) Grant-funded portion = $875,638 Housing Fund portion = $147,509
Amount Budgeted	
$	454,000 (FY24 budget)
Account No. (Description)	12-6340-60-6405 (Professional Services)

SUMMARY STATEMENT

Background: On June 15, 2023, City Council conditionally approved a budgetary placeholder for a temporary Safe Place to Park program, pending further programmatic detail for City Council discussion and final approval. The proposed temporary Safe Place to Park program was presented to Council on January 9th (meeting video). The agenda bill, pages 24-32 of the January 9th packet contains an in-depth description of the proposed program. Upon City Council's direction to proceed at that meeting, a zoning change for the program was requested at the Planning and Zoning commission meeting on February 6th (meeting video). The

commission recommended approval of a zone change to parcel # 408-47-009A to allow the Safe Place to Park use specifically. The staff report and project application provided for that meeting can be viewed here. The purpose of this agenda item is to review final program components, approve a contract with the Verde Valley Homeless Coalition to manage the site for an amount not to exceed $452,000 over two years, and approve a grant contract from the Arizona Department of Housing to reimburse operating costs of up to $875,638 in program expenses prior to June 30, 2026.

Summary: Safe Place to Park is proposed as a temporary program, not to exceed two years, to provide legal and safe overnight parking with necessary amenities for local workers, because keeping workers close to their jobs reduces commuting times and related environmental degradation, allows households to save time and grow their savings, stimulates the local economy with local workers living, shopping and recreating in the community, and turns transient workers into Sedona residents who can develop a sense of belonging and share interest in the best outcome of the City.

To enroll in the program, participants must show proof of Sedona employment or families with children must show proof of enrollment in a School within City of Sedona. Acceptable forms of proof and exceptions are as follows:

1. A pay statement from an employer with a physical address within the Sedona City limits dated within the past 30 days.
2. A Sedona school report card or some other school ID will qualify a family for participation.
3. Alternatives such as an employer verification letter, tax returns, 1099's and W-2's will be accepted if a verbal confirmation of current employment can be obtained from the employer by calling a publicly available number.
4. Self-employed people can be accepted if their business is registered to a Sedona address and their name is on the business license.
5. Any other self-employed people, and those who cannot be employed because they are retired or disabled have to demonstrate a verifiable connection to Sedona with one of the following documents: an Arizona Driver License, State ID, or vehicle registration showing a Sedona physical address and not issued in 2024 or later.
6. Remote/gig workers or anyone else who cannot provide the required documents, but who claim to live in Sedona, will be referred to the Housing Department for a review panel decision. The review panel will make a determination of eligibility within seven days.

The site will be open from 4PM-8AM daily preventing the risk of the location becoming a homeless encampment. A site manager will be on site during all open hours and gates will be locked during the day. The Verde Valley Homeless Coalition will provide staff to manage the site and connect participants to housing and supportive services. All participants will be required to exit with all of their belongings daily. Participants will be charged a fee to park each night. (The Verde Valley Homeless Coalition is working to design a convenient payment method. Currently it is proposed that punch cards will be available for purchase for $30 and will be valid for up to 15 stays. Unused stays will be nonrefundable.)

		Estimates		
Budget Item	**Description**	**One-time Costs**	**Ongoing year 1 costs**	**Ongoing year 2 costs**
Equipment	Portable Power Supply Generator (diesel) purchase	26,000		
	Portable Restrooms rental (6) incl weekly pump-outs (incl one ADA)		26,315	26,973
	Portable Showers rental (incl one ADA)		68,000	69,700
	Solar Power Safety Lighting bollards +installation	75,759		
	Security Cameras for safety	10,500		
	Fencing as needed	5,250		
Utilities	Diesel fuel to power generator		87,000	89,175
	Trash Removal		2,900	2,972
	Propane (hot water heat)		15,600	15,990
	Water		7,500	7,688
Site Prep	Excavation, grading and boulder placement, parking delineation, installs by COS Public Works dept.	30,000		
	Signage (wayfinding, informational)	1,000		
	Trenching for propane to shower trailer	1,075		
	ADEQ Permit for gray water discharge	1,500		
	City Permits – signage, lighting, fencing, trenching	250		
Contractual	Contract with VVHC for Site management and Case mgt/outreach:		226,000	226,000
		$151,334	**$433,315**	**$438,498**
		grant funded		
	See Exhibit A	**$875,638**		

Rules: The following rules are proposed. Additional rules or amended rules may occur during the life of the program.

Be respectful and courteous to others. • Park only in your assigned spot. • Quiet hours: 10pm – 6am • No entry will be allowed after 10 pm unless prior arrangements have been made.(those who work past 10pm will need to let the site manager know in advance to minimize disruptions to those sleeping) • Vehicles must remain in the Safe Place to Park once registered for the evening; however, participants may come and go for recreational purposes • No fires – To protect our treasured national forest lands, fires cannot be permitted. No campfires/bonfires, no wood fires, no charcoal fires, propane fires are allowed in cooking devices only • The sale, purchase, or use of drugs or alcohol is prohibited anywhere on the site. • No smoking. For fire safety and public health reasons, smoking is not allowed outside of one's vehicle. Do not dispose of cigarette butts / ashes anywhere outside of your vehicle. • No congregating outside of vehicles, no parties, loud voices or loud music. • Trails should be accessed via trailheads to avoid excessive damage to the national forest lands. • Clothing and shoes must be worn at all times outside of vehicles. • No visitors allowed at any time. • Pets are allowed but must be in

the vehicle, caged, or leashed, and under your control at all times. It is your responsibility to properly dispose of your pet waste. • No tents. Vehicle parking only. You must keep all your possessions in your vehicle unless briefly organizing or packing. You may be outside your vehicle in the area of your parking space, but you may not set up encampments. • All trash must be disposed of promptly in provided trash receptacles only. • Bathrooms and showers are to be used for personal hygiene purposes only. Limit your time to what is essential so that bathrooms and showers are available for others. • Headlights should only be used while driving. • Sleeping with the engine running is dangerous, and therefore prohibited. • Vehicles must be operable. Inoperable vehicles which remain after the morning closure will be towed without notice at the vehicle owner's expense. • No RV hookups will be provided. RVs must contain all wastewater (black and gray). • Video cameras may be used to monitor the site to support safety and security. • Violations of the code of conduct or any illegal activity should be reported to the site manager immediately. The site manager will notify police of any illegal activity. Illegal activity or violations of this code of conduct will result in termination from the program. Violators may be prosecuted.

Site: Parcel # 408-47-009A is the far corner of the former Cultural Park. Program participants will enter and exit from the northern gate on Cultural Park Place. The program site is not visible from any roadway or residential lot. The majority of this parcel was the parking lot for the former amphitheater. Designated parking spaces for up to 40 vehicles will be delineated with recycled fire hose, numbered, and assigned nightly on a first-come first-served basis. The program will provide temporary shower trailers, portable toilets, and waste receptacles. A full-time site manager will be on site during open hours (4PM-8AM), managing the site and providing resources for housing and connections to other social services.

Objectives: The primary goal of this program is to connect those living in their vehicles with housing opportunities. Participants will help to inform the type, size, terms, and price of housing as it is developed. Success will not be measured by the number of participants, but by the number of people housed. Because we know that some participants will be seasonal or otherwise satisfied living in vehicles for now, and may not be considering housing, our goal is to house 50% of participants. Those who don't wish to be housed will still be urged to consider that the site is temporary, and when housing is available, they will be required to comply with all City ordinances regarding public parking and sleeping in vehicles.

Other data will be collected regularly and evaluated to ensure program success. Metrics will include:

- # of registered participants
- # of vehicles nightly
- # of nights participants stay
- Participant demographics
  - Age
  - # of years in Sedona
  - # of hours working
  - Retired/disabled
- # of people housed and type of housing exited to
  - With family
  - With roommates
  - Independent rental

Homeownership
of people who are not actively trying to become housed and reasons
of people turned away and reasons
Site is full
Not (or can't prove) local employment
Vehicle doesn't meet requirements
Other_____
of referrals to other services
Meal site/ Food pantry
Rent assistance
Children's services
Other_____
of police responses to program site
of emergency calls from program site
of people asked to leave the program for noncompliance with the rules

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Not approve the Safe Place to Park Program.

MOTION

I move to: approve the Safe Place to Park Program and the contracts for both the site management with the Verde Valley Homeless Coalition and the grant funding agreement from the Arizona Department of Housing.

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. **543-24**
TERMINATION DATE **06/30/2026**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF SEDONA
FOR
HSSF SAFE PLACE TO PARK PROJECT

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

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☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF SEDONA
(Entity)

An Arizona City ("Recipient") DUNS/UEI # , located at

102 ROADRUNNER DRIVE
Street

SEDONA, AZ 86336
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $875,638.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

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☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2024
$875,638.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

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☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **06/30/2026** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

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provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

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Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

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☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

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The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

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will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

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(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

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☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** Funds will be dispersed on a reimbursement basis no less than quarterly. At the discretion of ADOH, HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in

proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

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from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24

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CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

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Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

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from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

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In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

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Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any

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decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

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Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

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insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

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be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF SEDONA
Entity
SHANNON BOONE, HOUSING MANAGER
Attention (if applicable)
102 ROADRUNNER DRIVE
Mailing Address
SEDONA, AZ 86336
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

> Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	RECIPIENT ENTITY NAME **CITY OF SEDONA**
BY: _____	BY: _____
TITLE: Joan Serviss, Cabinet Executive Officer, Executive Deputy Director	TITLE: _____
DATE: _____	DATE: _____

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ATTACHMENT A
SCOPE OF WORK
HSSF City of Sedona Safe Place to Park Project

The homeless shelter and services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Sedona (**Recipient**) to implement their Safe Place to Park Program, which aims to support those individuals experiencing vehicular homelessness in the City of Sedona. Located on 5 acres of vacant land, the city-owned site known as Cultural Park will be utilized to address the needs of individuals and families who live in their vehicles by providing the Safe Place to Park.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Provide secure and accessible space for individuals living in their cars.
    a. Accommodating up to 50 vehicles per night; translating to 18,250 per year and up to 36,500 over the two year period of the program.

2. Provide shower trailers, portable restrooms and waste receptacles, and reduce the impact of vehicular homelessness on public facilities, local businesses and national forests.

3. The Verde Valley Homeless Coalition will manage the site, ensuring its smooth operation, acting as a service hub to connect participants to services, and will provide regular reports to the Homeless Management Information System (HMIS) and to the City of Sedona. This will enable effective monitoring and evaluation of program success.

4. To assess the impact of the program, performance measures and outcomes will be established. These metrics will include the number of individuals served, successful transitions to affordable housing, employment rates,and improvements in overall well-being. These activities will enable the city to collect data on a typically uncounted sector of the homeless population to gain a greater understanding of the issues, needs and potential solutions for this circumstance.

B. Recipient shall begin project implementation no later than **January 31, 2024**.

C. Perform all allowable activities within the period of performance from **January 01, 2024** through **June 30, 2026**.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved **$875,638.00 f**rom Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

Funding Source: HSSF **Project Name: City of Sedona Safe Place to Park** **Attachment C**

Budget

Recipient	City of Sedona			Date	1/22/2024
Contract No./File No.	**543-24**	Contract Period: 01/01/2024 - 06/30/2026		Revision No.	Initial
Activity	HSSF Project Specific				
Recipient Address	102 Roadrunner Drive			City	Sedona
Contact Person	Shannon Boone, Housing Manager			Zip Code	86336-3710
Phone	928-203-5126	Email	Sboone@sedonaaz.gov	Website	sedonaaz.gov
Program Specialist	Connie Howell	Email	Connie.Howell@azhousing.gov	County	Yavapai

a	c	d	e	f	g	h
Budget Line Item or Activity No.	**HSSF 2024**					**Total Contract Amount**
Project Specific	$ 875,638.00					$ 875,638.00
Consisting of:						
Equipment						
Portable Restroom Rental	*$ 53,288.00*					
Portable Shower Rental	*$ 137,700.00*					
Utilities						
Diesel fuel (generator)	*$ 176,175.00*					
Trash removal	*$ 5,872.00*					
Propane	*$ 31,590.00*					
Water	*$ 15,188.00*					
Site Preparation						
Signage	*$ 1,000.00*					
Trenching for propane to shower trailer	*$ 1,075.00*					
ADEQ Permit (gray water)	*$ 1,500.00*					
City Permits	*$ 250.00*					
Contractual						
Contract w/ VVHC	*$ 452,000.00*					
					Total	**$ 875,638.00**

REV for SN: 01.2024

DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This Contract ("CONTRACT") is made and entered into on this ____ day of _____, 20 _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and the Verde Valley Homeless Coalition ("CONTRACTOR").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and

D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the SAFE PLACE TO PARK (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and CONTRACTOR. If CONTRACTOR

proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.

E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.

F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING**.

A. Compensation. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **$**$452,000. Except as otherwise set forth in this CONTRACT, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

B. Payment. Unless otherwise agreed to by the CITY in writing, CONTRACTOR will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'S performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. Any fee required by any governmental agency in order for CONTRACTOR to accomplish a task hereunder may be reimbursed by CITY, however, no reimbursable

expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

3. **PROFESSIONAL RESPONSIBILITY**. The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW**. It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION**. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE**.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'S insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

   Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

   Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate, if professional services are utilized by CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede any work on the Project. Coverage must have no exclusion for design-build projects.

B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits

are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this CONTRACT and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this CONTRACT or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

7. **NON-ASSIGNABILITY**. Neither this CONTRACT, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

8. **TERM; TERMINATION**.

A. Term. This CONTRACT shall terminate on 6/30/2026, or at such earlier time as all work included in the Scope of Work is completed or the CONTRACT otherwise terminates as provided herein.

B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay

CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate this CONTRACT for cause if CONSULTANT fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.

E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this CONTRACT, This CONTRACT may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

9. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This CONTRACT shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this CONTRACT or the subject matter thereof and consent to a trial to the court.

10. **INDEPENDENT CONTRACTOR**. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

11. **NO WAIVER**. Delays in enforcement or the waiver of one (1) or more defaults or breaches of this CONTRACT by CITY shall not constitute a waiver of any of the other terms or obligations

of this CONTRACT.

12. **ENTIRE AGREEMENT**. This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the CONTRACT. In the event any term or provision of this CONTRACT is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. **NON-DISCRIMINATION**. CONTRACTOR, its agents, employees, and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

14. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

    A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.

    B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

    C. The provisions of this Section must be included in any contract CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT or any

subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building, transportation facility or improvement to real property.

D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).

E. CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If applicable, CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

15. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute though voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.

16. **DELAYS**. CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

17. **REMEDIES UPON BREACH**. If any party to this CONTRACT materially breaches the terms of the CONTRACT, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

18. **CONFLICT OF INTEREST**. From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

19. **NOTICE**. Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

    CITY: City of Sedona
    Attn: City Manager or City Department Head
    102 Roadrunner Drive
    Sedona, AZ 86336

    CONTRACTOR: _____
    _____
    _____

20. **EXHIBITS**. The following exhibits, are a part of this CONTRACT and are incorporated herein by reference:
    Exhibit A: Scope of Work
    Exhibit B: Affidavit of Lawful Presence
    In the event of any conflict between the terms of an Exhibit and this CONTRACT, the terms of the CONTRACT shall control.

21. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS**. Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA**. As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

City Manager or City Department Head

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

CONTRACTOR'S FIRM NAME

By:

Title:

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

EXHIBITS

Exhibit A

☐ Scope of Work and Associated Costs.

Exhibit B

☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.

☐ Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

EXHIBIT A
SCOPE OF WORK

1. General

The intent of the City of Sedona's Safe Place to Park Program ("Program") is to provide a safe, legal place to park overnight for the following persons who live in their vehicles: employees working in Sedona, students attending Sedona schools, self-employed persons working in Sedona, and persons living in Sedona who cannot be employed because they are retired or disabled. The Program will assist the vehicular homeless who cannot find or afford housing by providing a secure site with restroom and shower facilities, including ADA complaint restroom and shower facilities, and by providing connections to supportive services and housing.

Verde Valley Homeless Coalition (VVHC), a local nonprofit organization, has been selected by the City of Sedona to administer the Program. VVHC will provide overall site management, verify eligibility for Program participation, develop individual service plans for each individual/family, and provide connections to appropriate supportive services based upon individual need. VVHC will provide referrals to housing when available. VVHC will provide regular reports to the Homeless Management Information System (HMIS) and to the City of Sedona.

The Program will be funded by a two-year grant from the Arizona Department of Housing (ADOH) Homeless Shelter and Services Funding, participant entrance fees, and from City of Sedona General Funds.

2. VVHC Responsibilities

A. SITE MANAGEMENT RESPONSIBILITIES:

VVHC is responsible for:

a) Enrolling participants in the Program
b) Ensuring participant eligibility requirements pursuant to the City's Safe Place to Park Eligibility Requirements.
c) Performing ID checks and information collection and tracking upon check-in.
d) Opening the site daily at 4:00 PM, collecting/tracking entrance fees and assigning parking spots.
e) Closing the site daily at 10:00 PM and not allowing additional participants to access the Safe Place to Park.
f) Performing site inspection rounds at regular intervals to ensure safety of participants and surrounding environment.
g) Maintaining cleanliness of the site.
h) Securing the site at close of business daily at 8AM, including ensuring all participants have exited the site, no belongings or trash have been left behind anywhere on-site including at parking spots and communal areas, ensuring all equipment is locked and secured, and ensuring all gates have been locked.
i) VVHC staff will ensure that all vehicles have exited upon closure. VVHC will arrange for towing of vehicles left behind at closure.

j) VVHC staff will notify Sedona Police of any illegal activity, and will ensure that any illegal activity or violation of Program rules will result in termination from the Program.

B. PROGRAM ADMINISTRATION

VVHC will provide all the necessary services to ensure that the Program progresses satisfactorily and that all administrative functions associated with the Program are properly executed in accordance with the contract. VVHC responsibilities include: (1) recruiting, hiring and maintaining staffing on site at all times during hours of operation; (2) maintaining a safe, secure site to ensure safety of all participants and surrounding environment; (3) reporting any site issues or problems to the City of Sedona; (4) Enrolling eligible participants in the Program and developing Individual Service Plans with timelines and benchmarks for each participant and keeping data on persons turned away from the Program due to space or ineligibility; (5) providing referrals to appropriate support services as necessary, and housing referrals when available; (6) keeping Program files detailing Program activities, procurement, Program information, correspondence and any additional information; (7) submitting applicable reports to the City of Sedona to provide updates on Program outcomes and progress (at least quarterly reports) and providing in-person updates to the Sedona City Council as requested; (8) submitting applicable reports to HMIS to provide updates on Program outcomes and progress; (9) keeping client files detailing eligibility, ethnicity, age, disability, employer, number of people in household, number of children in household, and any other information deemed necessary by the City of Sedona; (10) Program accounting, including documentation of expenditures and receipts; (11) managing personnel; (12) completing audits and other submissions; (13) overseeing Program to ensure a cost-effective and efficient delivery of services; (14) ensuring that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, religion, disability, familial status or national origin; and (15) complying with the Program policies established by the City of Sedona.

C. COMPLIANCE WITH ADOH GRANT REQUIREMENTS

The controlling ADOH grant documents are attached as Appendix 1 to this EXHIBIT A, Scope of Work. VVHC will comply with all applicable ADOH grant requirements as outlined in the Funding Agreement between the City of Sedona and the Arizona Department of Housing, including but not limited to:

a) Utilizing all funds made available under this CONTRACT only for the purpose of implementing the Scope of Work.
b) Providing various reports of all activities related to this CONTRACT.
c) Use of the funds provided pursuant to this Agreement in accordance with the Budget.

3. VVHC Key Personnel

VVHC will provide the following key personnel to fulfill its responsibilities under the CONTRACT, including this EXHIBIT A, Scope of Work:
a)
b)

4. City of Sedona Responsibilities

The City of Sedona is responsible for:

a) Setting participant entrance fees, which the City may amend from time to time.
b) Establishing the Program policies, which the City may amend from time to time.
c) Renting and maintaining the restroom and shower facilities.

5. Fee Schedule

VVHC will provide the services outlined in this CONTRACT for a flat fee of $226,000 annually, pro-rated monthly for a monthly fee of $18,833.33. See Section 2 of the CONTRACT for billing and payment requirements.

CITY COUNCIL AGENDA BILL

AB 3027
March 12, 2024
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Department	City Manager
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	Jan. 23, 2024; Feb. 13, 2024; Feb. 28, 2024
Exhibits	None

Finance Approval	Reviewed 3/1/24 CRW
City Attorney Approval	Reviewed 3/04/24 KWC
City Manager's Recommendation	For discussion and direction only.

Expenditure Required	
$	N/A
Amount Budgeted	
$	N/A
Account No. (Description)	N/A

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability Consistent: ☐**Yes** - ☐**No** - ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable** - ☒**Not Applicable**

Alternative(s): None

MOTION

I move to: For presentation and direction purposes only.