AGENDA 4:30 P.M.

CITY COUNCIL MEETING REVISED TUESDAY, JULY 9, 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 - June 25, 2024 City Council Special Meeting - Executive Session.
b. Minutes - June 25, 2024 City Council Special Meeting.
c. Minutes - June 25, 2024 City Council Regular Meeting.
d. AB 3078 Approval of a Resolution designating the City Manager as chief fiscal officer to officially submit the fiscal year 2025 expenditure limitation report to the Arizona Auditor General.
e. AB 3082 Approval of a Resolution approving a Settlement Agreement with the Forest Road Condominium Association, Inc. to settle claims arising out of the Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Forest Road Condominium Association, et al., Coconino County Superior Court Case No. CV202200175.
f. AB 3083 Approval of the renewal of a Memorandum of Agreement (MOA) between Yavapai County and City of Sedona for 9-1-1 Bill Payment Procedures.
g. AB 3084 Approval of a three-year departmental services contract for City-Wide Landscaping Services in an amount not-to-exceed $679,457.16.

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 any issue within the jurisdiction of City Council 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 - None.

8. REGULAR BUSINESS

a. AB 3088 **Discussion/possible action** regarding conditionally approving a Development Agreement with BCT Sedona Multifamily LLC requesting exceptions under the DIGAH allowances for the provision of 54 units of housing including 27 affordable units at 60 Goodrow Lane, Sedona and subject to recommendations from Planning & Zoning Commission and final Council approval of the rezone request.
b. AB 3085 **Discussion/possible action** regarding the approval of the Western Gateway Master Plan Contract to Dig Studio, LLC in an amount not to exceed $254,242.00.
c. AB 3063 **Discussion/possible action** regarding the award of a Construction Contract for the Dry Creek Road Realignment to the contractor HT4, in an amount not to exceed $397,114.

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.

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d. AB 3090 **Discussion/possible action** regarding approval of a Contract Change Order #9 with Fann Contracting, Inc. for the Forest Road Connection and Uptown Parking Garage Projects in an amount not-to-exceed $3,777,950.

e. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

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: 7/08/2024

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
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, June 25, 2024, 2:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 2:00 p.m.

2. Roll Call

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 item: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session at 2:01 p.m. Seconded by Vice Mayor Ploog. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding contemplated litigation and/or to avoid litigation regarding Oak Creek Heritage Lodge Appeal. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

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

Reconvened in open session at 3:11 p.m.

No action taken.

4. Adjournment

Mayor Jablow adjourned the meeting at 3:11 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on June 25, 2024.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, June 25, 2024, 4:30 p.m.

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

Mayor Jablow called the meeting to order at 4:35 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 Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Cody, Planning Manager Cari Meyer, Director of Community Development Steve Mertes, Accounting Manager Renee Stanley, Assistant Engineer Hanako Ueda, Budget & Financial Analyst Sterling West, Director of Public Works/ City Engineer Kurt Harris, Jean McGann Interim Director of Financial Services, Revenue Supervisor Bernadette Krchnavy, Associate Engineer Bob Welch, Police Officer Kevin Hudspeth, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

a. Minutes - June 11, 2024 City Council Special Meeting - Executive Session.
b. Minutes - June 11, 2024 City Council Regular Meeting.
c. Minutes - June 12, 2024 City Council Special Meeting.
d. AB 3080 Approval of a contract change order with Abdo Financial Solutions, LLC for Interim Director of Finance services and certain accounting, audit, budget, and software implementation services.
e. AB 3057 Approval of an updated Construction Manager at Risk (CMAR), Construction Services contract for the Uptown Sedona Parking Garage Project with McCarthy Building Companies, Inc. in an amount not-to-exceed $17,545,098.

Motion: Councilor Williamson moved to approve consent items 3a - 3e. 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 gave an update on the June 13th Az Cities and Towns League Public Safety, Military Affairs and the Courts (PSMAC) Committee Meeting and stated that a resolution proposing the use of police aids as traffic conductors will not be going forward in the state's legislative process.

6. Public Forum

Opened to the public at 4:38 p.m.

Nancy Rob Dunst, Sedona, stated the Mural Project that was installed in 1999 at the Sedona Art Center by Marlys Powell and Kevin Karnes was recently painted over. She said the work was in the collection of the City and was historic in that it told the history of the Sedona Art Center through viewing. She urged Council to never let this happen again.

Brought back to Council at 4:41 p.m.

7. Proclamations, Recognitions & Awards - None.

Per the request of Mayor Jablow, item 8b was moved up prior to item 8a.

8. Regular Business

a. AB 3061 Public hearing/discussion/possible action regarding an appeal of the Planning and Zoning Commission's April 16, 2024, approval of a development review application for the Oak Creek Heritage Lodge located at 65-195 Schnebly Hill Road & 20 Bear Wallow Lane. PZ23-00004 (DEV), APPE24-00001, APPE24-00002.

Mayor Jablow introduced parties to the Appeal, Sedona Residents Unite, Lauren Thomas, and Christine Wagner, and introduced the applicant RD Olson Development.

Mayor Jablow polled all Council members and asked them indicate that they had received and reviewed the administrative record in this matter, including the written appeals, the staff report, any items submitted by the applicant, and any public comments received. All councilors confirmed yes.

For the record, Mayor Jablow asked Council member to state whether they have spoken with the Appellant(s) and/or the Applicant.

Councilor Fultz stated he had spoken with Sedona Residents Unite and had an inconsequential email with the applicant. Councilor Dunn stated she spoke with Sedona Residents Unite and was unable to make the times given to her by the applicant. Vice Mayor Ploog stated she spoke with the applicant and Sedona Residents Unite and was not contacted by the other appellant. Mayor Jablow stated he spoke with the applicant and Sedona Residents Unite and was never contacted by the other appellant, Councilor Kinsella stated she spoke with the applicant and Sedona Residents Unite and did not receive a request to meet with the other appellant. Pete Furman stated he met with the applicant and Sedona Residents Unite and did not receive a request from the other appellant. Councilor Wiliamson stated she met with the applicant and Sedona Residents Unite and did not receive a request to meet from the other appellant.

Mayor Jablow stated the applicant has accused two city councilors of an open meeting law violation and asked that the two recuse themselves from voting on the matter. Nick Wood, Attorney for RD Olson Development stated he believed the violation happened when a signed petition (signed by the two council members) was included in the council meeting packets without being redacted. Kurt Christian stated he concluded there was no meeting violation. Mayor Jablow asked Councilors Dunn and Fultz if they wished to recuse themselves, they said they would not recuse themselves.

Mayor Jablow advised each party will be given 20 minutes to present their position and

respond to questions from the Council. Since the Appellants(s) bear the burden of proof, they will go first, and then the Applicant. The Council will then allow public comment in accordance with the three-minute rule governing such comment. Following the public comment period, each party will have 5 minutes for rebuttal, with Appellant(s) going first and then the Applicant.

Presentation by Cari Meyer.

5:04 - 5:24 p.m. Presentation by Appellant -Sedona Residents Unite, Mark TenBroek, Ann Kelley, and Sean Smith.

5:25 - 5:45 p.m. Presentation by Appellant - Lauren Thompson & Christine Walters.

5:46 - 6:26 p.m. Presentation by Applicant - RD Olson Development Attorney Nick Wood, P.L.L.C., Vice President of R.D. Olson Development Tony Wrzosek, Founder of R.D. Olson Development Robert Olson, Architect Greg Viegas, Landscape Architect Sandeep Walia, local Architect Eric Brandt, Luke Sefton of Sefton Engineering, , Civil Engineer, Kimley Horn Engineering Michael Lepore, and Leading Transportation Engineer, Kimley Horn, Brent Crowther Leading Transportation Engineer, Kimley Horne, and Sound Consultant Samuel Horde.

Break at 6:27 p.m. Reconvened at 6:51 p.m.

Opened to the public at 6:52 p.m.

Nancy Rob Dunst, Sedona, and Stephen Thompson, Sedona voiced concerns regarding the riparian zone.

Martin “Jake” Weber, Village of Oak Creek, spoke in favor of the development.

Mike McCarthy, Sedona/Scottsdale, spoke about the noise from all hotels in the area and asked Council to come up with a plan to deal with the noise.

The following spoke against the development:

Pandora Harris, Sedona, Kris Huss, Sedona, Alec Chapman, Sedona, Sarah Watts, Sedona, Michelle Thomas, Scottsdale, Suzanne Gosar, Sedona, Donna Sgariglia.

Jack Armstrong, Phoenix, Arizona Republic, wanted to direct a question to the developer and was not permitted by the Mayor.

Brought back to Council at 7:26 p.m.

7:26 - 7:30 p.m. Appellant Rebuttal - Mark TenBroek and Ann Kelley, Sedona Residents Unite

7:30 - 7:35 p.m. Appellant Rebuttal - Christine Walters

7:36 - 7:45 p.m. Applicant Rebuttal - RD Olson Development

Questions from Council.

Comments from Council.

Motion: Councilor Fultz moved to approve case numbers APPE24-00001 and APPE24-00002, thereby reversing Planning and Zoning Commission’s approval of case number PZ23-00004 (DEV), Oak Creek Heritage Lodge, at 65-195 Schnebly Hill

Road & 20 Bear Wallow Lane, based on the following findings:

Councilor Fultz stated the findings-

1- LDC Section 8.3.E(5)c

- **The applicant is not consistent with the Sedona Community Plan and other applicable plans including aspect of traffic being less than medium density residential in particular and small designer hotel aspect.**

2- LDC Section 8.3.E(5)g Minimized Adverse Environmental Impact

- **There is significant environmental impact in scraping the ground not preserving the riparian area, soils and native vegetation, and wildlife habitat.**

3- LDC 8.3.E. (5)j Providing Adequate Road Systems and Traffic Mitigation

- **There is excess traffic being generated by the property and inadequate facility to support it.**

Vice Mayor added a friendly amendment that there is not adequate space on site for fire, public safety, and EMS services. Councilor Fultz accepted the amendment.

Mayor Jablow added a friendly amendment that the applicant's design is not modestly scaled to meet the CFA. Councilor Fultz accepted the amendment.

Seconded by Mayor Jablow. Vote: Motion passed with four (4) in favor (Jablow, Ploog, Dunn, Fultz) and three (3) opposed (Furman, Kinsella, Williamson).

b. AB 3073 Discussion/possible action regarding approval of an Agreement for Sharing of Information Regarding Water Consumption and Water Service Disconnection with Arizona Water Company.

Presentation from Kurt Christianson.

Motion: Councilor Furman moved to approve the Agreement for Sharing of Information Regarding Water Consumption and Water Service Disconnection with Arizona Water Company and authorize the City Attorney to execute the Joint Application for Approval of Water Information Sharing Agreement and Water Service Disconnection with the Arizona Corporation Commission. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

c. AB 3066 Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow requested a future meeting for discussion regarding speed reduction on Morgan Road to15 miles per hour and to have staff research as they have capacity. Vice Mayor Ploog supported the request. Councilor Dunn proposed adding the option of resident only parking on Morgan Rd. Councilor Kinsella suggested all options be considered. Councilor Williamson seconded her request. Annette advised Northern Arizona Healthcare will be presenting at the October 8, 2024 Council meeting.

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

Mayor Jablow adjourned the meeting at 9:56 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on June 25, 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, June 25, 2024, 4:15 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 4:15 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 Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Interim Finance Director Jean McGann, Accounting Supervisor Renee Stanley, Budget Analyst Sterling West, City Clerk JoAnne Cook and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3065 Public hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2024-25.

Presentation by Sterling West, Rene Stanley.

Opened the public hearing at 4:33 pm

No public comments.

Closed public hearing at 4:33 p.m.

Motion: Councilor Williamson moved to approve Resolution No. 2024-15 adopting the Budget for Fiscal Year 2024-25 in the amount $106,055,786.00 including the budget attachments. Seconded by Councilor Furman. Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed

b. Discussion/possible action regarding ideas for future meetings/agenda items – None.

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.**

No Executive Session was held.

5. Adjournment

Mayor Jablow adjourned the meeting at 4:34 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on June 25, 2024.

_____ _____

JoAnne Cook, CMC, City Clerk Date

CITY COUNCIL AGENDA BILL

AB 3078
July 9, 2024
Consent Items

Agenda Item: 3d
Proposed Action & Subject: Approval of a Resolution designating the City Manager as chief fiscal officer to officially submit the fiscal year 2025 expenditure limitation report to the Arizona Auditor General.

Department	Finance/ Renee Stanley
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. CFO Designation Resolution

Finance Approval	Reviewed 7/1/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval ABS 7/1/24

Expenditure Required
$ N/A
Amount Budgeted
$ N/A
Account No. (Description)

SUMMARY STATEMENT

Background: A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The current year is the fiscal year the entity is operating in on July 31.

City and town councils (councils) must use this resolution template to document their annual CFO designation and may not delegate the responsibility of designating the CFO.

Councils must present and act upon the resolution annually at a council meeting and submit the signed resolution to the Arizona Auditor General office with the electronic CFO designation form.

Exhibit A CFO Designation Resolution will be submitted to the Arizona Auditor General office upon designation of the City's Chief Fiscal Officer by City Council, review by the City Manager, Attested by the City Clerk and approved as to form by the City Attorney.

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

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

Alternative(s): appoint other city staff as the CFO for the AELR

MOTION

I move to: approve Resolution 2024-__, designating Anette Spickard as the City's Chief Fiscal Officer to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf.

RESOLUTION NO. 2024 -__

A RESOLUTION OF THE CITY OF SEDONA, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of SEDONA Mayor and Council desires to designate Anette Spickard, as the City's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF SEDONA MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Anette Spickard is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2025 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the City of SEDONA, Arizona Mayor and Council, this 9th day of July, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

_____
Reviewed by Anette Spickard, City Manager

Agenda Item: 3e
Proposed Action & Subject: Approval of a Resolution approving a Settlement Agreement with Forest Road Condominium Association, Inc. to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Forest Road Condominium Association, et al., Coconino County Superior Court Case No. CV202200175.

Department	City Attorney/ Kurt Christianson
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	September 28, 2021, December 13, 2022, February 14, 2023
Exhibits	A. Settlement Agreement B. Resolution Approving Settlement Agreement

Finance Approval	Reviewed 7/2/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval ABS 7/1/24

Expenditure Required	
$	208,872
Amount Budgeted	
$	208,872
Account No. (Description)	22-5320-89-6872

SUMMARY STATEMENT

Background:

In September 2021, City Council approved the Forest Road Connection Project and authorized by resolution the use of the City's eminent domain authority to acquire properties that could not be acquired through purchase negotiations. Construction on the Project began in 2022.

The Project required right-of-way or easements on 11 parcels, owned by 9 separate entities/individuals. The City commissioned multiple appraisals to determine the fair market value of the needed right-of-way and easements and made multiple offers to each of the owners. Ultimately, the necessary right-of-way and/or easements were successfully purchased through negotiations on 6 of the 11 parcels. In the remaining 5 cases, the City and the property owners were unable to agree on the fair market value of the property to be taken

for the Project. In those cases, the City commenced condemnation proceedings in 2022 and the parties each stipulated to the right of immediate possession in order for the Project to proceed. As part of the orders of immediate possession, the City deposited its appraised value of the takings with the Coconino Superior Court.

The City has previously settled with two property owners in litigation. If the Council approves this settlement agreement with the Forest Road Condominium Association (FRCA), there will remain two properties in litigation (Paydar and 741 Forest Rd, LLC).

FRCA Settlement Agreement:

FRCA claimed it was owed $1,467,298 for the cost of the City's taking and severance damages. After mediation in November 2023, the City and FRCA, subject to City Council approval, tentatively agreed to settle the eminent domain lawsuit and the cost of the City's takings for the Forest Road Connection Project in the amount of $450,000 including statutory interest. The City has additionally agreed to allow FRCA to construct 4 private gates on its private property in compliance with all Federal, State and local codes. As part of its joint subdivision, FRCA is required to provide 97 parking spaces to the Pinion Point Shops. In exchange for the payment and the gates, FRCA agrees to maintain public the 5 tour bus (accounting for 30 parking spaces) parking spaces and 9 vehicle parking spaces in the far northeast parking lot on its property. FRCA will provide gate access to the tour bus operators to exit the parking and will provide additional gate access to 58 parking spaces for employee parking for the Pinion Point Shops to satisfy its parking requirements.

The City's condemnation of FRCA property consists of 6,836 sq ft in fee title, 4,138 sq ft in permanent slope easements, and 3,574 in temporary construction easements. The City had previously deposited $241,128 with the Clerk of the Superior Court which the FRCA withdrew. This means the City will need to pay $208,872 ($450,000 - $241,128) to finalize the taking.

The Settlement Agreement is attached as Exhibit A.

Additionally, the FRCA agrees to all release all claims against the City related to the Project, resolve the ongoing litigation, stipulate to judgment in favor of the City on the condemnation of the right-of-way/easements and to file a satisfaction of judgment with the Superior Court.

The Resolution approving the Settlement Agreement is attached as Exhibit B.

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

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

Alternative(s): Not approving the proposed Settlement Agreement would require the City to attempt to renegotiate a settlement or litigate the taking at a jury trial.

MOTION

I move to: approve Resolution 2024-__, authorizing the City of Sedona to enter into a Settlement Agreement with Forest Road Condominium Association to settle claims arising out of the Forest Road Connection Project and to resolve ongoing litigation in the matter of City of Sedona vs. Forest Road Condominium Association, et al., Coconino County Superior Court Case No. CV202200175.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), effective as of the date defined below, is made and entered into by and between the City of Sedona ("Sedona"), a municipal corporation, and the Forest Road Condominium Association, an Arizona non-profit corporation ("Association"). Sedona and Association may be referred to herein individually as "Party" and collectively as "Parties."

The purpose of this Agreement is to document the Parties' agreement for the settlement of the litigation described below and Parties' rights, obligations, and responsibilities arising thereby.

RECITALS

A. On April 21, 2022, Sedona initiated an action in eminent domain in the Superior Court of Arizona, Coconino County, Arizona ("Court"), CV2022-0000175 ("Litigation"). Sedona's complaint therein seeks a final order of condemnation transferring to it fee title and easement rights to certain real property owned by Association and/or for which Association is entitled to receive compensation for the takings described herein, and as is described in and with the complaint.

B. Association's property at issue in the Litigation is located at 1 SR 89A, Sedona, Coconino County, Arizona 86336. The property is without a tax parcel identification number, but includes certain other time-share properties for which such numbers are assigned.

C. On May 20, 2022, upon the Parties' stipulation, the Court entered an order that determined that Sedona's taking of property rights in the Litigation was for a public use authorized by law (roadway) and that the taking of such rights was necessary for that public use. Subsequent to the order, the only remaining matter to be determined in the Litigation is the just compensation owed for the taking.

D. On June 23, 2022, Association filed its answer. Sedona's complaint, Association's answer, and the other filings in the Litigation are incorporated by reference herein.

E. The Parties now desire to settle the Litigation's remaining matter, on the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Just Compensation.

1.1. The Parties agree that in compromise and settlement of disputed claims, and in order to resolve the Litigation, Sedona shall pay to Association the total sum of $450,000, such sum including any interest to be paid pursuant to statute, as the total amount of just compensation owed

in the Litigation. The total sum identified above shall be referred to herein as the "Settlement Sum."

1.2. Association shall provide to Sedona reasonable instructions for either bank wire delivery or hand delivery (via currier or other means) of the Settlement Sum.

2. Stipulated Judgment In Condemnation.

2.1 In return for payment of the Settlement Sum described in Paragraph 1, above, and other consideration described herein, the Parties shall enter the Stipulated Judgment in Condemnation ("Judgment"), attached hereto as **Exhibit 1**, which the Parties approve hereby. The Judgment includes direction to the Clerk of the Court for the release to Sedona of previously-deposited funds.

2.2. The Parties intend the Judgment to allow for the Court's subsequent entry of a Final Order of Condemnation described in Paragraph 5 herein below, the entry of which will transfer fee title and easement rights to certain real property described and identified in the Judgment and in the exhibits attached thereto.

2.3. Upon execution of this Agreement, the Judgment shall be electronically signed by counsel for the Parties and lodged by Sedona with the Court.

3. Additional Consideration.

3.1. As additional consideration for Association's entry of the Judgment as described in Paragraph 2 herein above, Sedona shall:

3.1.1. Sedona agrees to allow Association (or its contractor) to install four roadway gates on FRCA property, in the locations and with the ingress/egress controls for each location as depicted in **Exhibit 4** hereto (labeled therein "Option 2") (individually "Gate" and collectively "Gates").

3.1.2. FRCA shall be solely responsible for all Gate design, installation, and maintenance, including but not limited to all related costs.

3.1.3. Gate design and installation shall comply with all Federal, State, and Sedona City Codes and Land Development Codes.

3.1.4. Association shall maintain open for public parking the existing five large bus (tour bus) parking spaces and the existing nine personal vehicle (car) parking spaces as outlined in red and depicted in **Exhibit 5** hereto (labeled therein "5 Tour Bus and 9 Vehicle Public Parking Spaces").

3.1.5. Association shall provide Gate access to buses (tour buses) that utilize the five large bus (tour bus) parking spaces and shall install signage to that effect.

3.1.6. Association shall provide a minimum of 58 employee Gate passes to employees of the Pinon Point Shops to enable the employees to park in the parking spaces shown in the Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement Agreement (a copy of which is attached as **Exhibit 6** hereto).

3.2. Any failure of or by Sedona related to the additional consideration described in Section 3.1 herein above does not invalidate in whole or in part the Judgment and the Final Order described herein.

4. Satisfaction of Judgment. Upon receipt of the Settlement Sum, Association shall promptly file with the Court the Satisfaction of Judgment ("Satisfaction"), attached hereto as **Exhibit 2**, which the Parties approve hereby. A copy of the filed Satisfaction shall be emailed to counsel for Sedona.

5. Final Order of Condemnation.

5.1. Upon receipt of a copy of the filed Satisfaction, Sedona shall lodge with the Court the Final Order of Condemnation ("Final Order") attached hereto as **Exhibit 3**, which the Parties approve hereby.

5.2. Sedona shall record or cause to be recorded in Coconino County, Arizona, the executed Final Order and shall provide a copy of such recording to counsel for Association.

6. Release of Lis Pendens. Following recording of the Final Order, Sedona will record or cause to be recorded a Release of Lis Pendens ("Release"). Sedona will provide a copy of the recorded Release to counsel for Association.

7. No Future Promises. Other than as expressly recited herein, neither Party has agreed to or undertaken any other obligation or commitment to the other.

8. Mutual Release: As consideration for the agreements set forth herein, Sedona and Association hereby release, waive, acquit and forever discharge each other, and any and all agents, attorneys, employees, successors, heirs, executors, servants and assigns of the other, from any and all past, present and/or future claims, demands, actions, causes of action, amounts owed to, and/or damages of any kind sustained or claimed to have been sustained in, arising out of, or related to those matters addressed in the Litigation. This is, and is intended to be, a full and final release and discharge of all claims, demands, and causes of action, past, present or future (both known and unknown, and the consequences thereof, whether developed or undeveloped), that the Parties may have or claim in any manner against each other arising out of or related to those matters addressed in the Litigation and/or which in any manner arise out of or relate to Sedona's taking of property, which is the subject of the Litigation.

9. Indemnify, Hold Harmless & Defend. Association shall fully and completely and without any reservation whatsoever indemnify, hold harmless, and defend Sedona for and from any claim by HTS-CHC (SEDONA), LLC, or any other individual or entity, regarding, arising from, or allegedly caused or caused by any act or omission of or by Sedona regarding or concerning any of

the matters described in Section 3 herein above, including but not limited to any claim that such act or omission may constitute a taking for which compensation is owed.

10. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs in connection with the Litigation and this Agreement.

11. Full and Complete Understanding. This Agreement constitutes the complete and final agreement between the Parties pertaining to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, and understandings of the Parties, whether oral or written are hereby superseded and incorporated herein.

12. Governing Law, Venue & Fees. This Agreement is negotiated and entered into within the State of Arizona, and shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona. Any litigation over this Agreement shall be brought only in the Superior Court of Arizona, Coconino County. The prevailing Party in any such action shall be paid all reasonable costs, expenses, and attorneys' fees by the other Party.

13. Amendments. This Agreement may not be modified except by a written amendment signed by all of the Parties to the Agreement.

14. Severability. If any provision of this Agreement is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement will not be affected by the invalidity or unenforceability. In such event, the Parties agree to reform this Agreement to conform as nearly as possible to the original intent of the Parties as set forth herein.

15. Authority to Execute Agreement. Each Party expressly represents and warrants that the persons signing below are authorized to execute this Agreement on its behalf. Further, each Party acknowledges that it is executing this Agreement solely upon reliance on its knowledge, belief, and judgment and with the advice of counsel and not upon any representation made by the other Party or others on its behalf.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. A facsimile signature shall have the same force and effect as an original signature.

17. No Recording. This Agreement shall not be recorded.

18. Council/Board Approval. This Agreement shall be submitted for approval by the respective City Council or Board of Directors of the Parties before it may be considered entered and prior to formal execution.

19. Effective Date. The effective date of this agreement shall be the latest of the dates to the Parties signatures as shown below.

WHEREFORE, each Party signing below acknowledges that he/she has read the foregoing Agreement, understands its terms, and freely and voluntarily signs the same, intending to be legally bound by this agreement.

CITY OF SEDONA, an Arizona municipal corporation

_____
_____

Date: _____

FOREST ROAD CONDOMINIUM ASSOCIATION, an Arizona non-profit corporation

_____
_____

Date: _____

EXHIBIT 1

Stipulated Judgment In Condemnation

[to be attached]

MURPHY CORDIER CASALE AXEL PLC
4647 North 32nd Street, Suite 150
Phoenix, Arizona 85018
Telephone (602) 274-9000
Facsimile (602) 795-5896

Russell R. Rea (AZ State Bar No. 014616)
rusty@mccalaw.com

Attorneys for Plaintiff City of Sedona

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. FOREST ROAD CONDOMINIUM ASSOCIATION, INC., an Arizona non-profit corporation; HTS-CHC (SEDONA), LLC, a Delaware limited liability corporation; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200175 **STIPULATED JUDGMENT IN CONDEMNATION** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. Unk. (Assigned to the Hon. Elaine Fridlund-Horne)

Upon stipulation of the parties, as represented by the signatures below, and good cause appearing therefore, the Court finds as follows:

The only remaining issue herein concerning the amount of just compensation owed for the taking of fee title and easement rights to certain real property sought to be acquired in this action by Plaintiff City of Sedona ("Plaintiff"), said real property being more particularly described on and in Exhibit 1 (Warranty Deed with legal descriptions and

diagrams), Exhibit 2 (Permanent Slope Easement and Permanent Retaining Wall and Slope Easement with legal descriptions and diagrams), and Exhibit 3 (Temporary Construction Easement with legal descriptions and diagrams) attached hereto (collectively, "subject property"); and it appearing that the only persons having any right, title, claim, or interest in any award for damages by reason of the taking of the subject property are Defendant Forest Road Condominium Association, Inc. ("Defendant Association");

IT IS HEREBY ORDERED:

1. Defendant Coconino County, a political subdivision of the State of Arizona, whose interest is in any unpaid taxes on the subject property, having filed a disclaimer of interest on July 15, 2022, shall take nothing by reason of the Complaint filed in this action, this Stipulated Judgment in Condemnation, or the Final Order of Condemnation. by and through their respective counsel, hereby stipulate and request this Court enter an order of immediate possession in this action.

2. Defendants John Does 1-10, Jane Does 1-10, ABC Companies 1-10, ABC Corporations 1-10, and ABC Partnerships 1-10, are fictitious parties, and have served no answer or made other appearance, and are hereby dismissed, taking nothing by reason of the Complaint filed in this action or by this Judgment.

3. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in (i) the Permanent Slope Easement and Permanent Retaining Wall and Slope Easement, at Exhibit 2 attached hereto, and (ii) the Temporary Construction Easement, at Exhibit 3 attached hereto, and to the portions of the real property described more particularly in each of Exhibit 1, Exhibit 2, and Exhibit 3 therein, and Defendants and all others with legal notice of the Complaint, are forever barred and stopped from asserting any right, title, claim, or

interest adverse or inconsistent with the fee title and easement rights acquired to the above-described property.

4. That Plaintiff shall pay to Defendant Association the total sum of $450,000, which sum includes statutory interest, as just compensation for the transfer of fee title and easement rights in and to said real property ("Total Sum"). A portion of the Total Sum has been paid to and received by Defendant Association as of the date of entry of this Stipulated Judgment, with the release to Defendant Association on about May 17, 2024, of Plaintiff's previous deposit with the Clerk of the Court made on May 27, 2022, in the amount of $241,128, such that Plaintiff's additional payment owed to Defendant pursuant to this Stipulated Judgment is the remaining balance of the Total Sum, or $208,872.

5. Upon Plaintiff's payment of the Total Sum, above, Defendant Association shall file a Satisfaction of Judgment allowing a Final Order of Condemnation to be entered.

6. Each party to this action shall bear their own costs and fees.

DONE IN OPEN COURT this ____ day of _____, 2024.

_____
Hon. Elaine Fridlund-Horne
Judge of the Superior Court

Approved as to Form and Content

Murphy Cordier Casale Axel, PLC

By: */s/ Russell R. Rea*
Russell R. Rea
4647 N. 32nd Street, Suite 150
Phoenix, Arizona 85108

Stephen H. Schwartz, Esq., P.A.

By: */s/ Stephen H. Schwartz*
Stephen H. Schwartz
P.O. Box 1524
Sedona, Arizona 86339-1524

E-filed through www.azturbocourt.gov
and a COPY e-mailed this __ day of _____ 2024 to:

Stephen H. Schwartz, Esq.
Stephen H. Schwartz, Esq. P.A.
P.O. Box 1524
Sedona, Arizona 86339-1524
s.h.schwartz.esq@gmail.com

Erin Anding, Esq.
Deputy County Attorney
Coconino County Attorney's Office
110 East Cherry Avenue
Flagstaff, Arizona 86001
eanding@coconino.az.gov
Attorneys for Defendant Coconino County

Brian Schulman, Esq.
Ballard Spahr LLP
1 East Washington Street, Suite 2300
Phoenix, Arizona 85004-2555
SchulmanB@ballardspahr.com

/s/ Tiffany J. Hayes

Exhibit 1

[Warranty Deed with legal descriptions and diagrams (8 pages)]

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-17-019C and -019P

WARRANTY DEED

FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), as Grantor's sole and separate property, for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all those certain plots, parcels of land or real property situated in Coconino County, Arizona, and described on **Schedules "A" and "B"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of March, 2022.

[Signatures on following page]

GRANTOR:

Forest Road Condominium Association, Inc

_____

Date:_____

State of _____)

County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____. In witness whereof I hereunto set my hand and official seal.

_____

Notary Public

My commission expires: _____

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION

Forest Road Right-of-Way
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 45.
line to the **TRUE POINT OF BEGINNING.** 24 feet;

Thence South 89°26'22" West, 122.90 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 21.55 feet, through a central angle of 14°31'27" to a point on the westerly line of said Lot 1;

Thence North 00°59'50" West, 48.51 feet along said

Containing 6,674 ± feet² or 0.151 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 2

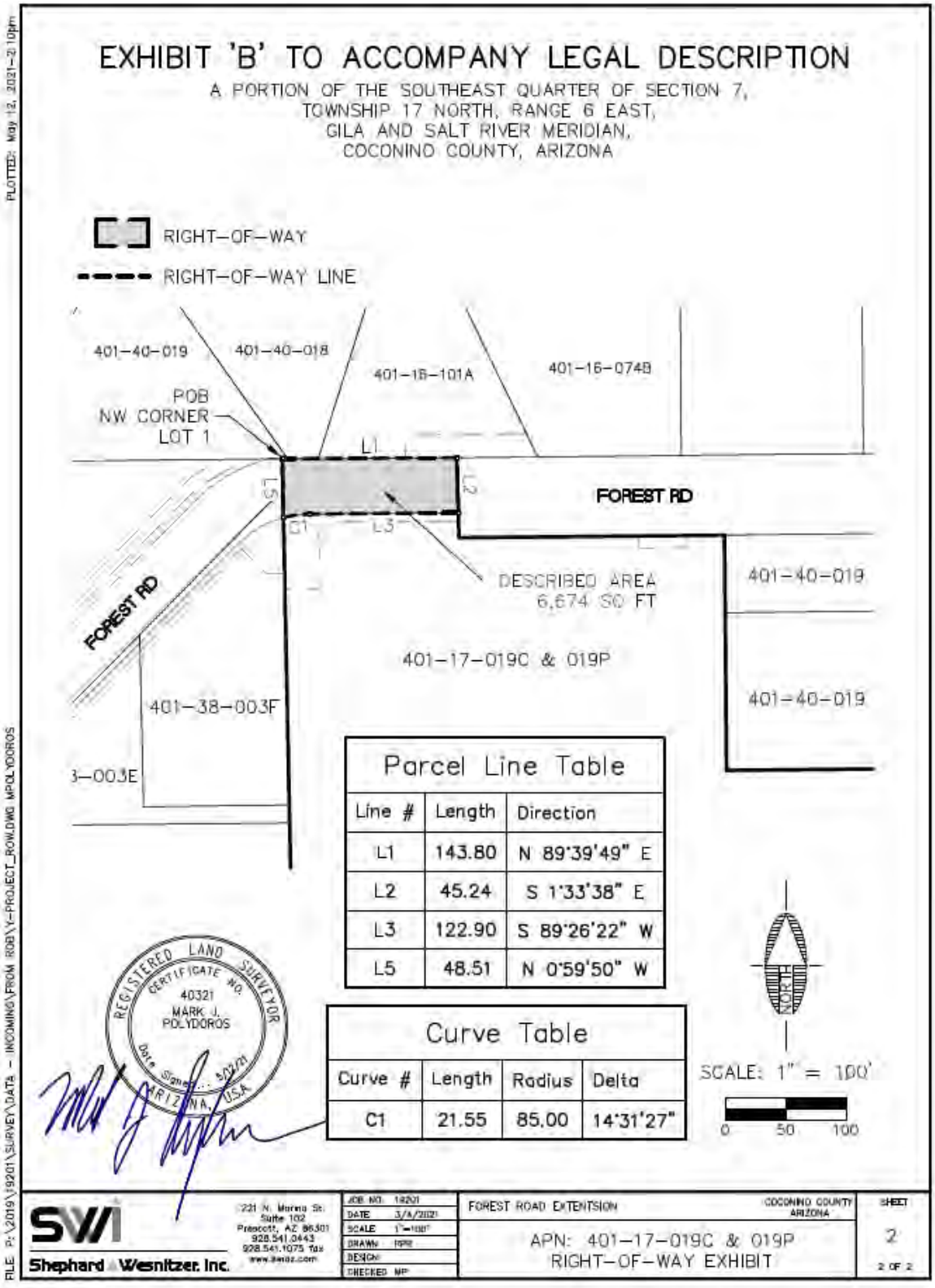


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
RIGHT-OF-WAY
RIGHT-OF-WAY LINE
401-40-019
401-40-018
401-16-101A
401-16-074B
POB
NW CORNER
LOT 1
L1
L2
L3
L5
C1
FOREST RD
FOREST RD
DESCRIBED AREA
6,674 SQ FT
401-40-019
401-17-019C & 019P
401-40-019
401-38-003F
3-003E
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 45.24 | S 1°33'38" E
L3 | 122.90 | S 89°26'22" W
L5 | 48.51 | N 0°59'50" W
Curve Table
Curve # | Length | Radius | Delta
C1 | 21.55 | 85.00 | 14°31'27"
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/24/21
ARIZONA, U.S.A.
NORTH
SCALE: 1" = 100'
0 50 100
PLOTTED: May 12, 2021-2:10pm
FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROBYN-PROJECT_ROW.DWG MPOLYDOROS
SVI
Shephard Wesnitzer, Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com
JOB NO. 19201
DATE 3/4/2021
SCALE 1"=100'
DRAWN MPR
DESIGN
CHECKED MP
FOREST ROAD EXTENTSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
RIGHT-OF-WAY EXHIBIT
SHEET
2
2 OF 2

Schedule B
[legal description, see attached]

LEGAL DESCRIPTION

Forest Road Right-of-Way
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, southerly along the arc of said curve 65.06 feet, through a central angle of 26°37'29" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 64.47 feet along the westerly line of said Lot 1 to the **TRUE POINT OF BEGINNING.**

Containing 162± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 2

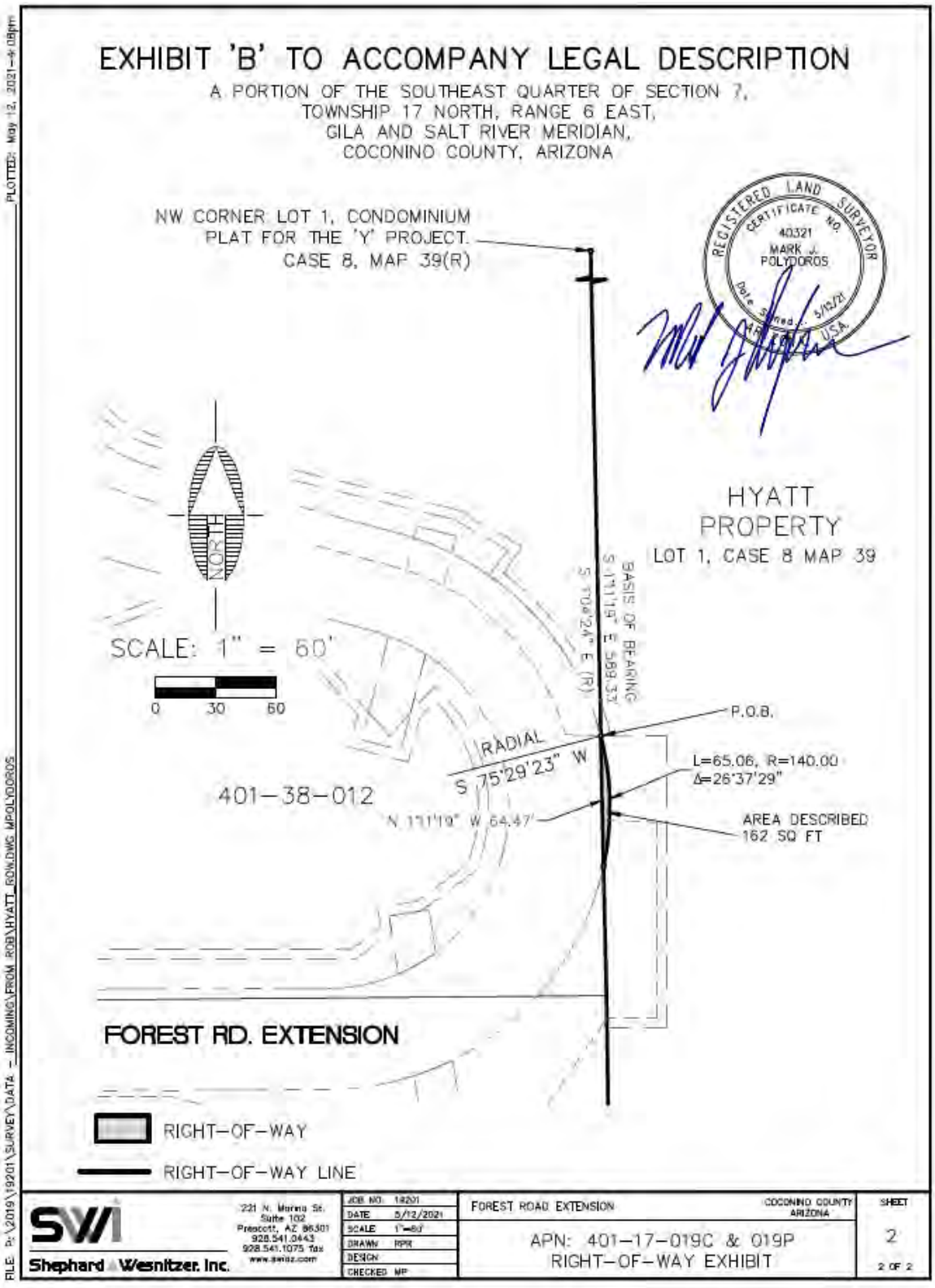


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM PLAT FOR THE 'Y' PROJECT. CASE 8, MAP 39(R)
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/13/21
ARIZONA
U.S.A.
NORTH
SCALE: 1" = 60'
0 30 60
HYATT
PROPERTY
LOT 1, CASE 8 MAP 39
BASIS OF BEARING
S 11°11'19" E 599.33'
S 10°24'24" E (R)
P.O.B.
RADIAL
S 75°29'23" W
L=65.06, R=140.00
Δ=26°37'29"
401-38-012
N 11°11'19" W 64.47'
AREA DESCRIBED
162 SQ FT
FOREST RD. EXTENSION
RIGHT-OF-WAY
RIGHT-OF-WAY LINE
PLOTTED: May 12, 2021 - 4:08pm
FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\HYATT_ROW.DWG MPOLYDOROS
Shephard Wesnitzer, Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com
JOB NO. 19201
DATE 5/12/2021
SCALE 1"=60'
DRAWN RPR
DESIGN
CHECKED MP
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
RIGHT-OF-WAY EXHIBIT
SHEET
2
2 OF 2

Exhibit 2

[Permanent Slope Easement & Permanent Retaining Wall & Slope Easement with legal descriptions and diagrams (10 pages)]

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

EXHIBIT B

Document to be recorded:
Permanent Slope Easement and Permanent Retaining Wall & Slope Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

EXHIBIT B (cont.)

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-17-019C and -019P

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT and PERMANENT RETAINING WALL AND SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor") do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, **a permanent slope easement and a permanent retaining wall and slope easement** (the "Easements") for purposes of constructing, installing, operating, and maintaining retaining wall and roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A" and "B"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the retaining wall and sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of the retaining wall and cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

EXHIBIT B (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Schedule A
Permanent Slope Easement
[legal description, see attached]

LEGAL DESCRIPTION

Slope Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave northwesterly, having a radius of 140.00 feet to which the radius point bears North 77°59'42" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, northerly 22.72 feet along the arc of said curve, through a central angle of 09°17'55";

Thence South 87°17'37" East, 23.11 feet;

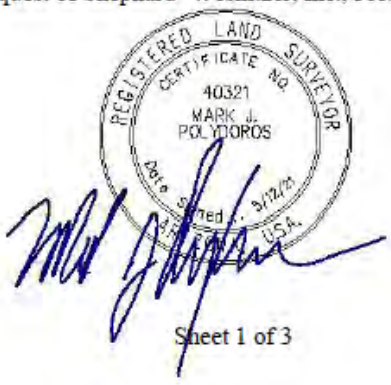
Thence South 00°00'00" East, 97.02 feet;

Thence North 90°00'00" West, 24.41 feet to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 75.62 feet along said line to the **TRUE POINT OF BEGINNING**.

Containing 2,438 ± feet² or 0.056 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



Sheet 1 of 3

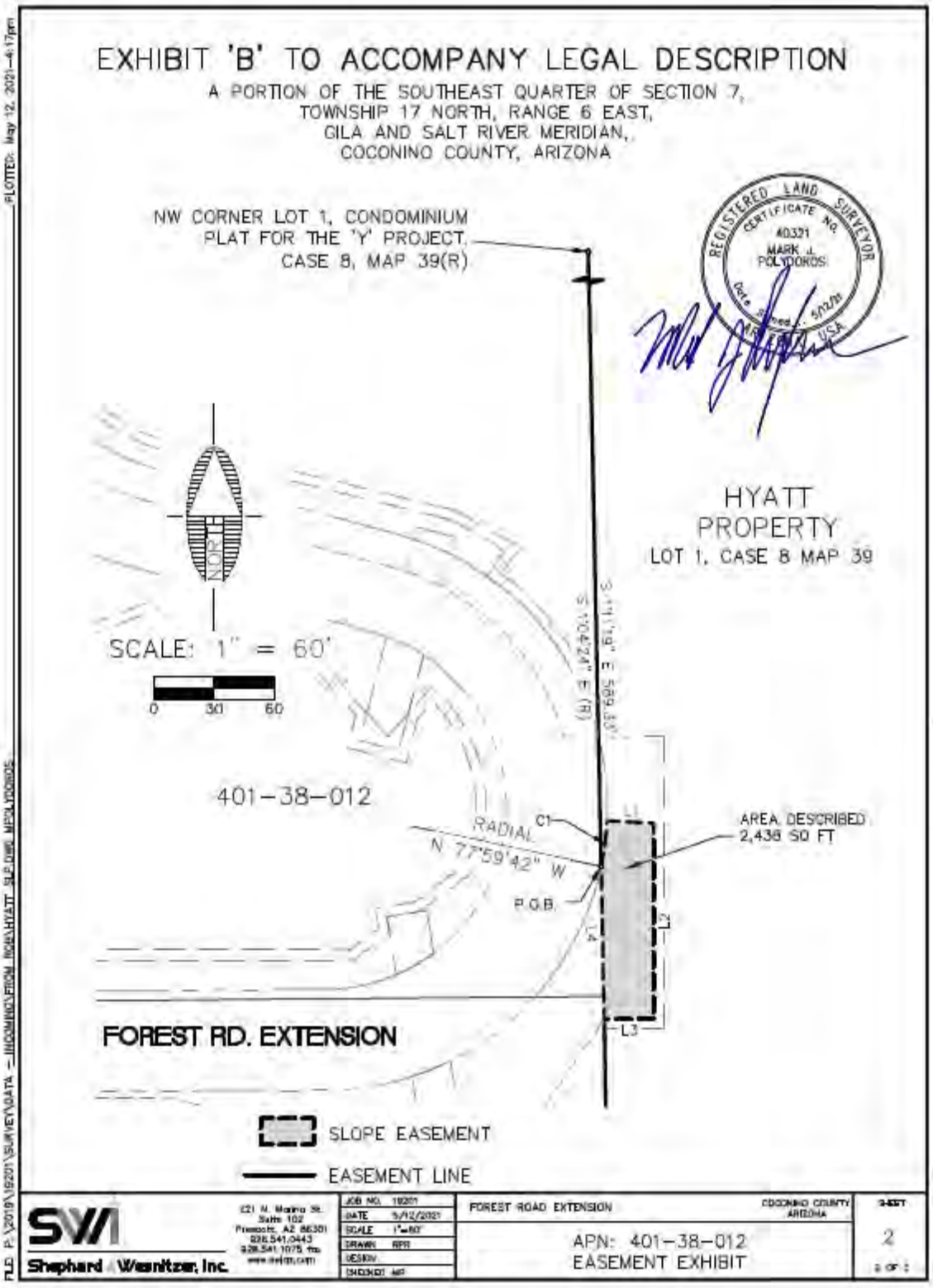


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM PLAT FOR THE 'Y' PROJECT, CASE 8, MAP 39(R)
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40321
MARK J. POLYDOROS
Date Signed: 5/12/21
USA
HYATT PROPERTY
LOT 1, CASE 8 MAP 39
SCALE: 1" = 60'
0 30 60
401-38-012
S 11°04'24" E (R)
S 11°19' E 589.33'
RADIAL
N 77°59'42" W
C1
P.O.B.
L1
L2
L3
L4
AREA DESCRIBED
2,438 SQ FT
FOREST RD. EXTENSION
SLOPE EASEMENT
EASEMENT LINE
PLOTTED: May 12, 2021 - 4:17pm
P:\2019\19201\SURVEYDATA - INFORMATION ROAD\HYATT SLOPE.DWG MPOLYDOROS
Shephard Wesnitzer, Inc.
121 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
JOB NO. 19201
DATE 5/12/2021
SCALE 1"=60'
DRAWN RPR
DESIGN
CHECKED MP
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-38-012
EASEMENT EXHIBIT
SHEET
2
OF 2

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	23.11	S87° 17' 37"E
L2	97.02	S0° 00' 00"E
L3	24.41	N90° 00' 00"W
L4	75.62	N1° 11' 53"W

Curve Table			
Curve #	Length	Radius	Delta
C1	22.72	140.00	9°17'55"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/10/21
U.S.A.

Shephard Wesnitzer, Inc.

FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA

ABN: 401-38-012
EASEMENT EXHIBIT

Schedule B
Permanent Retaining Wall and Slope Easement
[legal description, see attached]

LEGAL DESCRIPTION

Retaining Wall & Slope Easement

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 45.24 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing South 01°33'38" East, 2.33 feet;

Thence South 89°26'22" West, 111.58 feet;

Thence South 45°01'11" West, 14.11 feet;

Thence South 00°55'13" East, 49.39 feet;

Thence South 88°24'16" West, 22.29 feet to a point on the westerly line of said Lot 1;

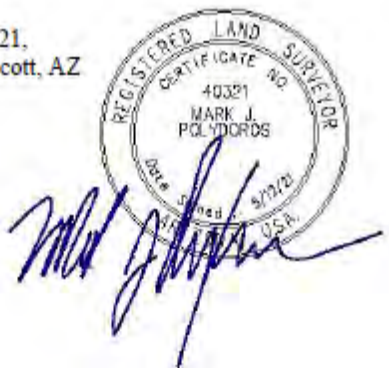
Thence North 01°10'08" West, 59.29 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 85 feet to which the radius point bears South 15°05'05" East;

Thence leaving said line easterly along the arc of said curve, 21.55 feet, through a central angle of 14°31'27";

Thence North 89°26'22" East, 122.90 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,700 ± feet² or 0.039 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



Sheet 1 of 2

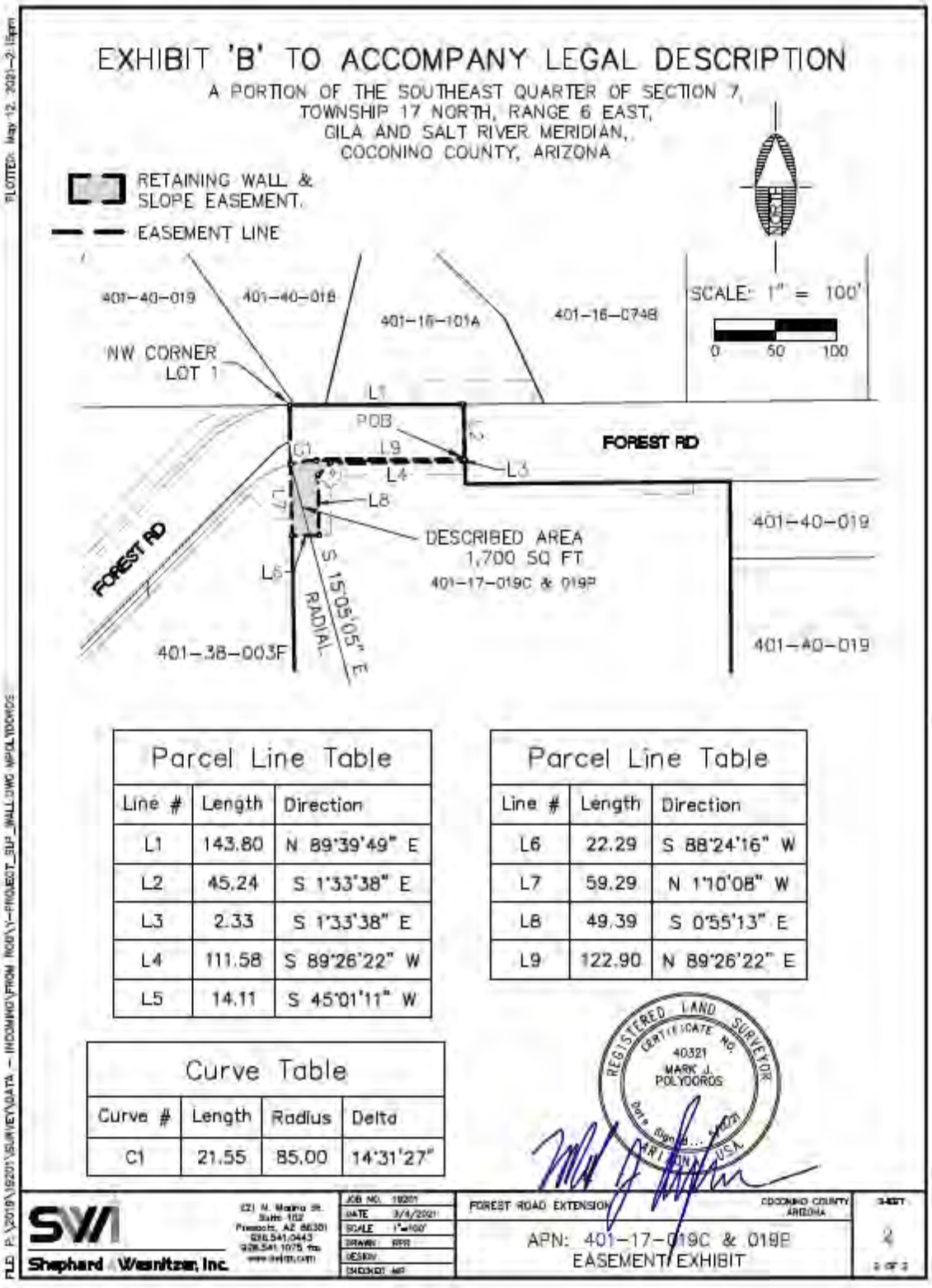


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
RETAINING WALL & SLOPE EASEMENT.
EASEMENT LINE
SCALE: 1" = 100'
0 50 100
401-40-019
401-40-018
401-16-101A
401-16-074B
NW CORNER LOT 1
POB
L1
L2
L3
L4
L5
L6
L7
L8
L9
C1
FOREST RD
DESCRIBED AREA
1,700 SQ FT
401-17-019C & 019B
S 15°05'05" E
RADIAL
401-38-003F
401-40-019
401-40-019
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 45.24 | S 1°33'38" E
L3 | 2.33 | S 1°33'38" E
L4 | 111.58 | S 89°26'22" W
L5 | 14.11 | S 45°01'11" W
Parcel Line Table
Line # | Length | Direction
L6 | 22.29 | S 88°24'16" W
L7 | 59.29 | N 1°10'08" W
L8 | 49.39 | S 0°55'13" E
L9 | 122.90 | N 89°26'22" E
Curve Table
Curve # | Length | Radius | Delta
C1 | 21.55 | 85.00 | 14°31'27"
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J. POLYOROS
ARIZONA U.S.A.
Shephard Wesnitzer, Inc.
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019B
EASEMENT EXHIBIT
SHEET 2

Exhibit 3

[Temporary Construction Easement with legal descriptions and diagrams (10 pages)]

Temporary Construction Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

When Executed Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-17-019C & 019P

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining retaining wall and roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A" and "B"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Schedule A
Temporary Construction Easement
[legal description, see attached]

LEGAL DESCRIPTION

Temporary Construction Easement

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 47.57 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing South 01°33'38" East, 10.00 feet;

Thence South 89°26'22" West, 111.83 feet;

Thence South 44°46'20" West, 11.15 feet;

Thence South 00°55'13" East, 49.09 feet;

Thence South 88°24'16" West, 10.00 feet;

Thence North 00°55'13" West, 49.39 feet;

Thence North 45°01'11" East, 14.11 feet;

Thence North 89°26'22" East, 111.58 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,659 ± feet² or 0.038 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ.

Sheet 1 of 2

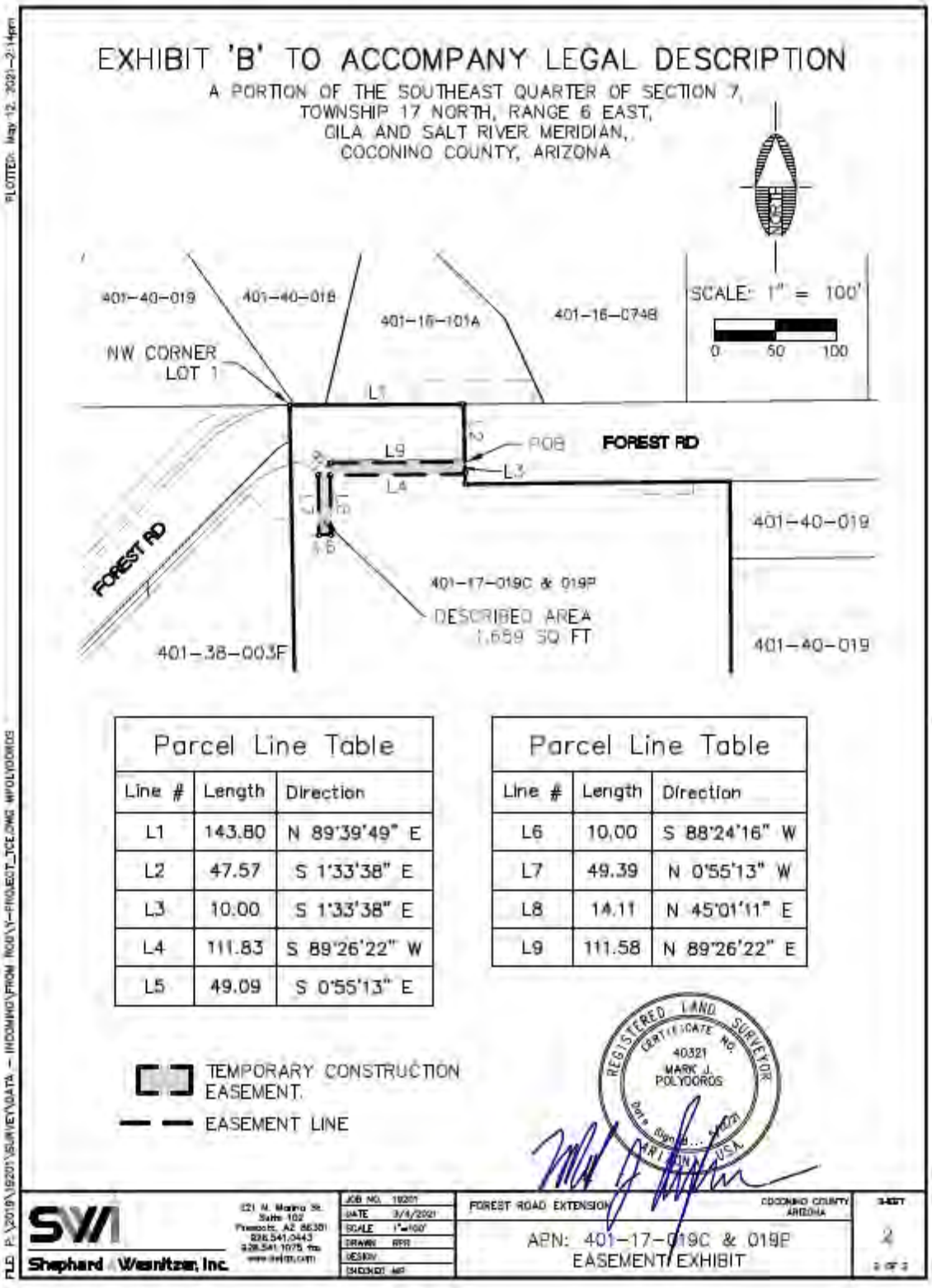


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
SCALE: 1" = 100'
0 50 100
401-40-019
401-40-018
401-16-101A
401-16-074B
NW CORNER
LOT 1
L1
POB
FOREST RD
L9
L3
L4
L5
L6
401-40-019
401-17-019C & 019P
DESCRIBED AREA
1,659 SQ FT
401-38-003F
401-40-019
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 47.57 | S 1°33'38" E
L3 | 10.00 | S 1°33'38" E
L4 | 111.83 | S 89°26'22" W
L5 | 49.09 | S 0°55'13" E
Parcel Line Table
Line # | Length | Direction
L6 | 10.00 | S 88°24'16" W
L7 | 49.39 | N 0°55'13" W
L8 | 14.11 | N 45°01'11" E
L9 | 111.58 | N 89°26'22" E
TEMPORARY CONSTRUCTION EASEMENT
EASEMENT LINE
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Shephard Wesnitzer, Inc.
FOREST ROAD EXTENSION
COCONINO COUNTY
ARIZONA
APN: 401-17-019C & 019P
EASEMENT EXHIBIT
2

Schedule B
Temporary Construction Easement
[legal description, see attached]

LEGAL DESCRIPTION

Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 507.67 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave southwesterly, having a radius of 145.00 feet to which the radius point bears South 68°45'46" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, southeasterly 18.32 feet along the arc of said curve, through a central angle of 07°14'15";

Thence North 90°00'00" East, 27.23 feet;

Thence South 00°00'00" East, 144.80 feet;

Thence North 90°00'00" West, 29.33 feet to a point on the westerly line of said Lot 1;

Thence North 00°53'04" West, 5.00 feet along said line;

Thence leaving said line, North 90°00'00" East, 24.41 feet;

Thence North 00°00'00" East, 97.02 feet;

Thence North 87°17'37" West, 23.11 feet to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears North 87°17'37" West;

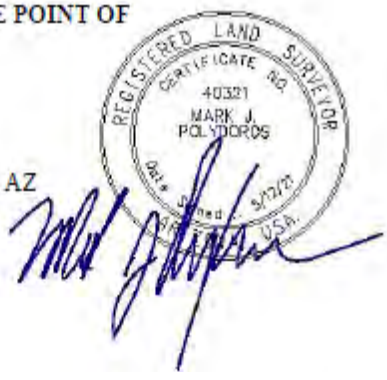
Thence northerly 42.07 feet along the arc of said curve, through a central angle of 17°13'00" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 17.45 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 1,915 ± feet² or 0.044 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 3



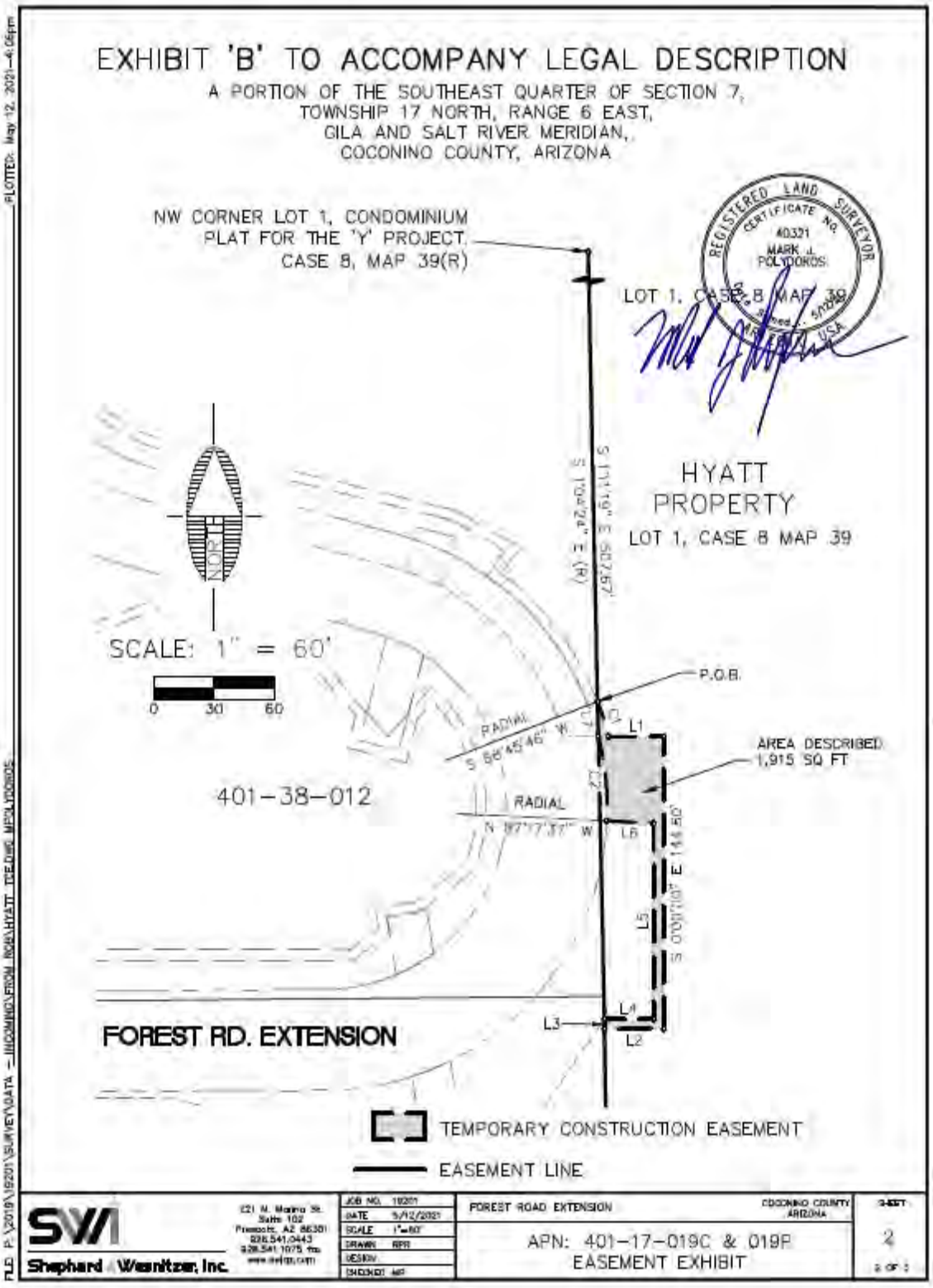


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM PLAT FOR THE 'Y' PROJECT, CASE 8, MAP 39(R)
LOT 1, CASE 8 MAP 39
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40321
MARK J. POLYDOROS
HYATT PROPERTY
LOT 1, CASE 8 MAP 39
SCALE: 1" = 60'
0 30 60
P.O.B.
RADIAL
S 66°45'46" W
RADIAL
N 87°17'37" W
L1
L2
L3
L4
L5
L6
AREA DESCRIBED
1,915 SQ FT
401-38-012
FOREST RD. EXTENSION
TEMPORARY CONSTRUCTION EASEMENT
EASEMENT LINE
Shephard Wesnitzer, Inc.
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
EASEMENT EXHIBIT
SHEET 2

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	27.23	N90° 00' 00"E
L2	29.33	N90° 00' 00"W
L3	5.00	N01° 11' 19"W
L4	24.41	N90° 00' 00"E
L5	97.02	N0° 00' 00"E
L6	23.11	N87° 17' 37"W
L7	17.45	N1° 11' 19"W

Curve Table			
Curve #	Length	Radius	Delta
C1	18.32	145.00	7°14'15"
C2	42.07	140.00	17°13'00"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/10/21
U.S.A.

Shephard Wesnitzer, Inc.

FOREST ROAD EXTENSION
COCONINO COUNTY
ARIZONA

APN: 401-38-012
EASEMENT EXHIBIT

EXHIBIT 2

Satisfaction of Judgment

(to be attached)

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. FOREST ROAD CONDOMINIUM ASSOCIATION, INC., an Arizona non-profit corporation; HTS-CHC (SEDONA), LLC, a Delaware limited liability corporation; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200174 **SATISFACTION OF JUDGMENT** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. Unk. (Assigned to the Hon. Elaine Fridlund-Horne)

Defendant Forest Road Condominium Association hereby acknowledges receipt of all monies due under the Stipulated Judgment in Condemnation entered by the Court in this matter on _____, 2024, in full satisfaction thereof.

. . .

DATED this ___ day of _____, 2024.

STEPHEN H. SCHWARTZ, ESQ. PA.

By ___*/s/ Stephen H. Schwartz*_____
Stephen H. Schwartz
Attorneys for Defendant Forest Road Condominium Association

E-filed through www.azturbocourt.gov
and a COPY e-mailed this __day of _____2024 to:

Russell R. Rea, Esq.
Murphy Cordier Casale Axel, P.L.C.
4647 N. 32nd St., Suite 150
Phoenix, AZ 85018
Attorneys for Plaintiff City of Sedona

Erin Anding, Esq.
Deputy County Attorney
Coconino County Attorney's Office
110 East Cherry Avenue
Flagstaff, Arizona 86001
eanding@coconino.az.gov
Attorneys for Defendant Coconino County

Brian Schulman, Esq.
Ballard Spahr LLP
1 East Washington Street, Suite 2300
Phoenix, Arizona 85004-2555
SchulmanB@ballardspahr.com

By:_____

EXHIBIT 3

Final Order of Condemnation

(to be attached)

MURPHY CORDIER CASALE AXEL PLC
4647 North 32nd Street, Suite 150
Phoenix, Arizona 85018
Telephone (602) 274-9000
Facsimile (602) 795-5896

Russell R. Rea (AZ State Bar No. 014616)
rusty@mccalaw.com

Attorneys for Plaintiff City of Sedona

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. FOREST ROAD CONDOMINIUM ASSOCIATION, INC., an Arizona non-profit corporation; HTS-CHC (SEDONA), LLC, a Delaware limited liability corporation; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200175 **FINAL ORDER OF CONDEMNATION** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. Unk. (Assigned to the Hon. Elaine Fridlund-Horne)

It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in Condemnation dated _____, 2024, this Court may enter its Final Order of Condemnation at this time,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that fee title and easement rights, as are set forth in Exhibit 1 (Warranty Deed with legal descriptions and diagrams), Exhibit 2 (Permanent Slope Easement and Permanent Retaining Wall and Slope

Easement with legal descriptions and diagrams), and Exhibit 3 (Temporary Construction Easement with legal descriptions and diagrams), all of which Exhibits are attached hereto and incorporated herein by reference, and to the real property identified and described in the foregoing referenced Exhibits, are hereby condemned and vested in the Plaintiff, the City of Sedona.

DONE IN OPEN COURT this ____ day of _____,2024.

_____

Hon. Elaine Fridlund-Horne
Judge of the Superior Court

Exhibit 1

[Warranty Deed with legal descriptions and diagrams]

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-17-019C and -019P

WARRANTY DEED

FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), as Grantor's sole and separate property, for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all those certain plots, parcels of land or real property situated in Coconino County, Arizona, and described on **Schedules "A" and "B"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of March, 2022.

[Signatures on following page]

GRANTOR:

Forest Road Condominium Association, Inc

_____

Date:_____

State of _____)

County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____. In witness whereof I hereunto set my hand and official seal.

_____

Notary Public

My commission expires: _____

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION

Forest Road Right-of-Way
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 45.
line to the **TRUE POINT OF BEGINNING.** 24 feet;

Thence South 89°26'22" West, 122.90 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 21.55 feet, through a central angle of 14°31'27" to a point on the westerly line of said Lot 1;

Thence North 00°59'50" West, 48.51 feet along said

Containing 6,674 ± feet² or 0.151 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 2

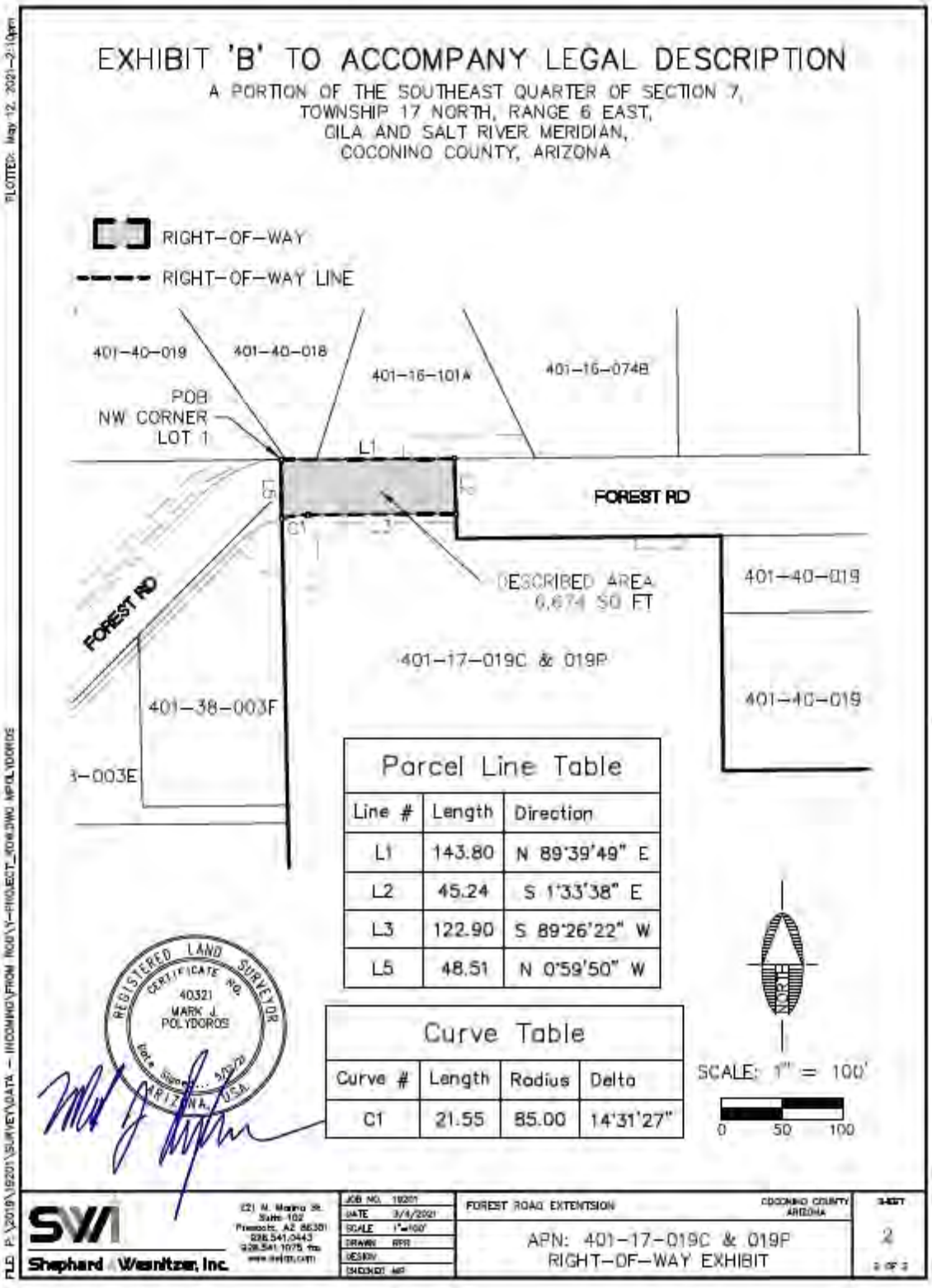


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
RIGHT-OF-WAY
RIGHT-OF-WAY LINE
401-40-019
401-40-018
401-16-101A
401-16-074B
POB
NW CORNER
LOT 1
L1
L5
C1
FOREST RD
DESCRIBED AREA
6,674 SQ FT
401-17-019C & 019P
401-38-003F
401-40-019
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 45.24 | S 1°33'38" E
L3 | 122.90 | S 89°26'22" W
L5 | 48.51 | N 0°59'50" W
Curve Table
Curve # | Length | Radius | Delta
C1 | 21.55 | 85.00 | 14°31'27"
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
ARIZONA, U.S.A.
SCALE: 1" = 100'
0 50 100
Shephard Wesnitzer, Inc.
FOREST ROAD EXTENTSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
RIGHT-OF-WAY EXHIBIT
2

Schedule B
[legal description, see attached]

LEGAL DESCRIPTION

Forest Road Right-of-Way
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, southerly along the arc of said curve 65.06 feet, through a central angle of 26°37'29" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 64.47 feet along the westerly line of said Lot 1 to the **TRUE POINT OF BEGINNING.**

Containing 162± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 2

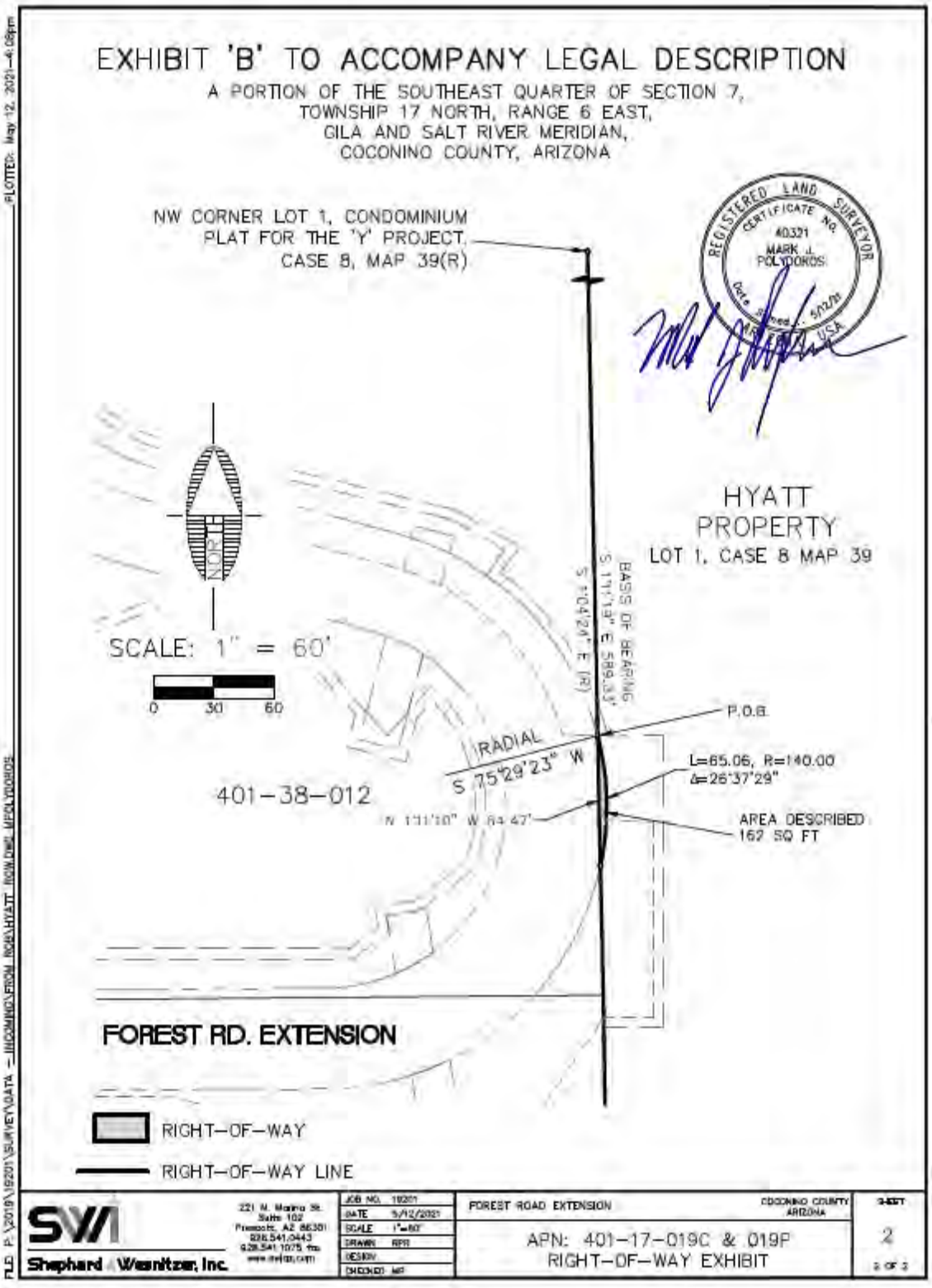


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM PLAT FOR THE 'Y' PROJECT, CASE 8, MAP 39(R)
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40321
MARK J. POLYDOROS
Date Signed 5/12/21
ARIZONA, U.S.A.
HYATT PROPERTY
LOT 1, CASE 8 MAP 39
SCALE: 1" = 60'
0 30 60
BASIS OF BEARING S 11°13'19" E 589.33'
S 11°04'24" E (R)
P.O.B.
RADIAL S 75°29'23" W
L=65.06, R=140.00
Δ=26°37'29"
N 1°11'10" W 64.47'
AREA DESCRIBED 162 SQ FT
401-38-012
FOREST RD. EXTENSION
RIGHT-OF-WAY
RIGHT-OF-WAY LINE
Shephard Wesnitzer, Inc.
221 N. Marina St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax
JOB NO. 19201
DATE 5/12/2021
SCALE 1"=60'
DRAWN RPR
DESIGN
CHECKED MP
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
RIGHT-OF-WAY EXHIBIT
SHEET 2 OF 3
PLOTTED: May 12, 2021 - 4:09pm
FILE P:\2019\19201\SURVEY\DATA - INCOMING\FROM_ROB\HYATT_ROW.DWG MPOLYDOROS

Exhibit 2

[Permanent Slope Easement & Permanent Retaining Wall & Slope Easement with legal descriptions and diagrams]

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

EXHIBIT B

Document to be recorded:
Permanent Slope Easement and Permanent Retaining Wall & Slope Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

EXHIBIT B (cont.)

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-17-019C and -019P

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT and PERMANENT RETAINING WALL AND SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor") do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent slope easement and a permanent retaining wall and slope easement** (the "Easements") for purposes of constructing, installing, operating, and maintaining retaining wall and roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A" and "B"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the retaining wall and sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of the retaining wall and cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

EXHIBIT B (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Schedule A
Permanent Slope Easement
[legal description, see attached]

LEGAL DESCRIPTION

Slope Easement

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave northwesterly, having a radius of 140.00 feet to which the radius point bears North 77°59'42" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, northerly 22.72 feet along the arc of said curve, through a central angle of 09°17'55";

Thence South 87°17'37" East, 23.11 feet;

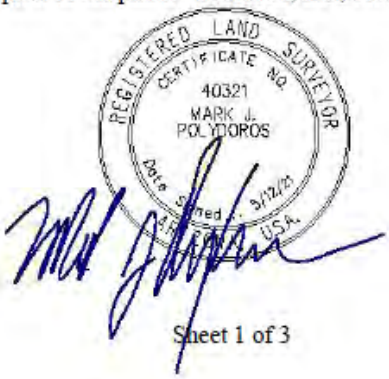
Thence South 00°00'00" East, 97.02 feet;

Thence North 90°00'00" West, 24.41 feet to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 75.62 feet along said line to the **TRUE POINT OF BEGINNING**.

Containing 2,438 ± feet² or 0.056 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



Sheet 1 of 3

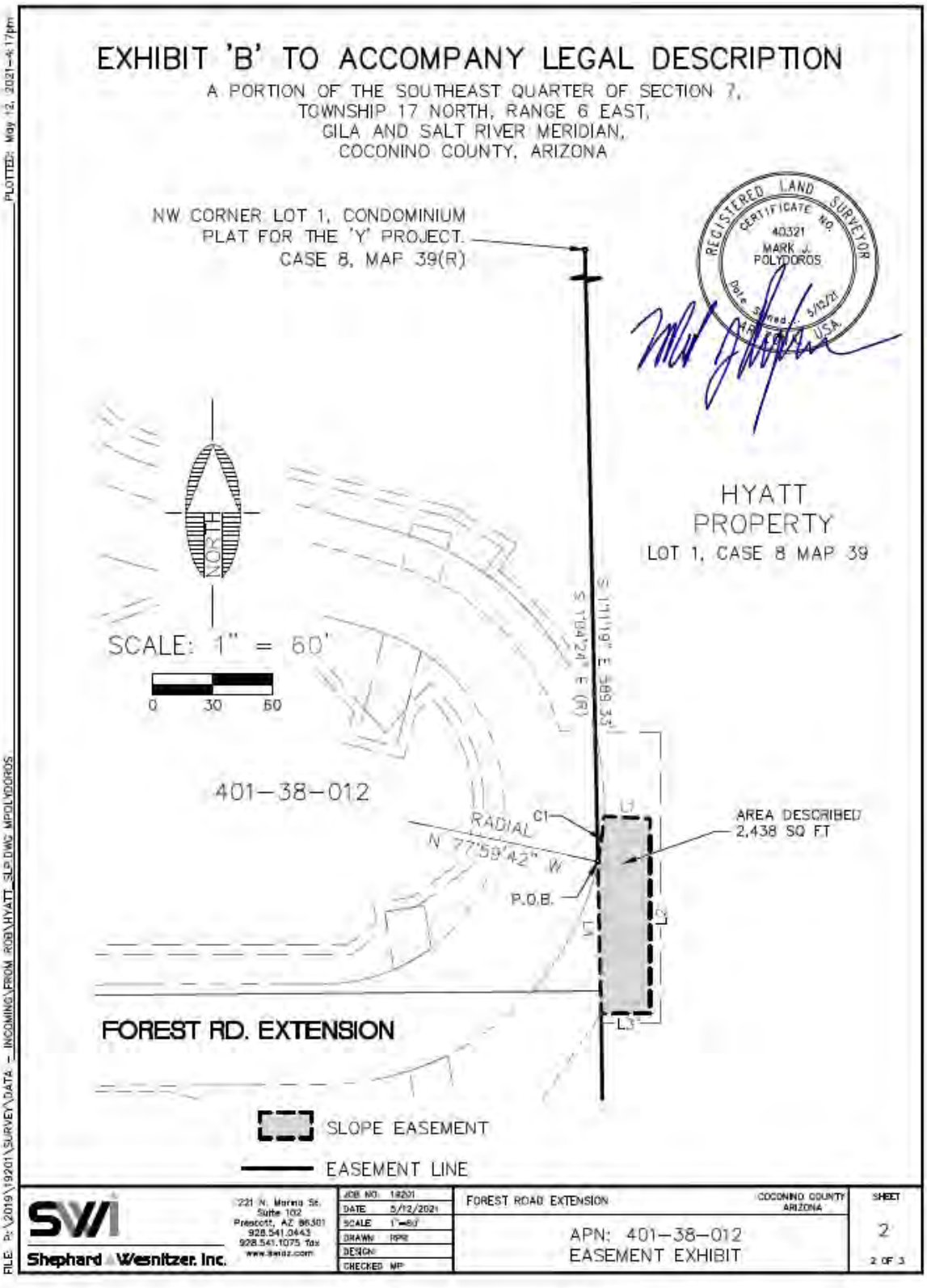


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM
PLAT FOR THE 'Y' PROJECT.
CASE 8, MAP 39(R)
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/13/21
ARIZONA U.S.A.
HYATT
PROPERTY
LOT 1, CASE 8 MAP 39
NORTH
SCALE: 1" = 60'
0 30 60
S 11°19' E 589.33' (R)
401-38-012
RADIAL
N 77°59'42" W
C1
L1
L2
L3
P.O.B.
AREA DESCRIBED
2,438 SQ FT
FOREST RD. EXTENSION
SLOPE EASEMENT
EASEMENT LINE
PLOTTED: May 12, 2021 - 4:17pm
FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\HYATT SLP.DWG MPOLYDOROS
SWI
Shephard Wesnitzer, Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com
JOB NO. 19201
DATE 5/12/2021
SCALE 1"=60'
DRAWN RPR
DESIGN
CHECKED MP
FOREST ROAD EXTENSION
COCONINO COUNTY
ARIZONA
APN: 401-38-012
EASEMENT EXHIBIT
SHEET
2
2 OF 3

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	23.11	S87° 17' 37"E
L2	97.02	S0° 00' 00"E
L3	24.41	N90° 00' 00"W
L4	75.62	N1° 11' 53"W

Curve Table			
Curve #	Length	Radius	Delta
C1	22.72	140.00	9°17'55"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.

FOREST ROAD EXTENSION — COCONINO COUNTY ARIZONA

ABN: 401-38-012
EASEMENT EXHIBIT

Schedule B
Permanent Retaining Wall and Slope Easement
[legal description, see attached]

LEGAL DESCRIPTION

Retaining Wall & Slope Easement

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 45.24 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing South 01°33'38" East, 2.33 feet;

Thence South 89°26'22" West, 111.58 feet;

Thence South 45°01'11" West, 14.11 feet;

Thence South 00°55'13" East, 49.39 feet;

Thence South 88°24'16" West, 22.29 feet to a point on the westerly line of said Lot 1;

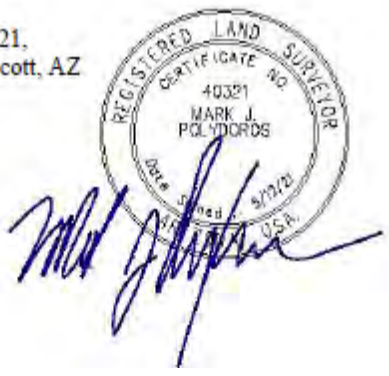
Thence North 01°10'08" West, 59.29 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 85 feet to which the radius point bears South 15°05'05" East;

Thence leaving said line easterly along the arc of said curve, 21.55 feet, through a central angle of 14°31'27";

Thence North 89°26'22" East, 122.90 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,700 ± feet² or 0.039 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



Sheet 1 of 2

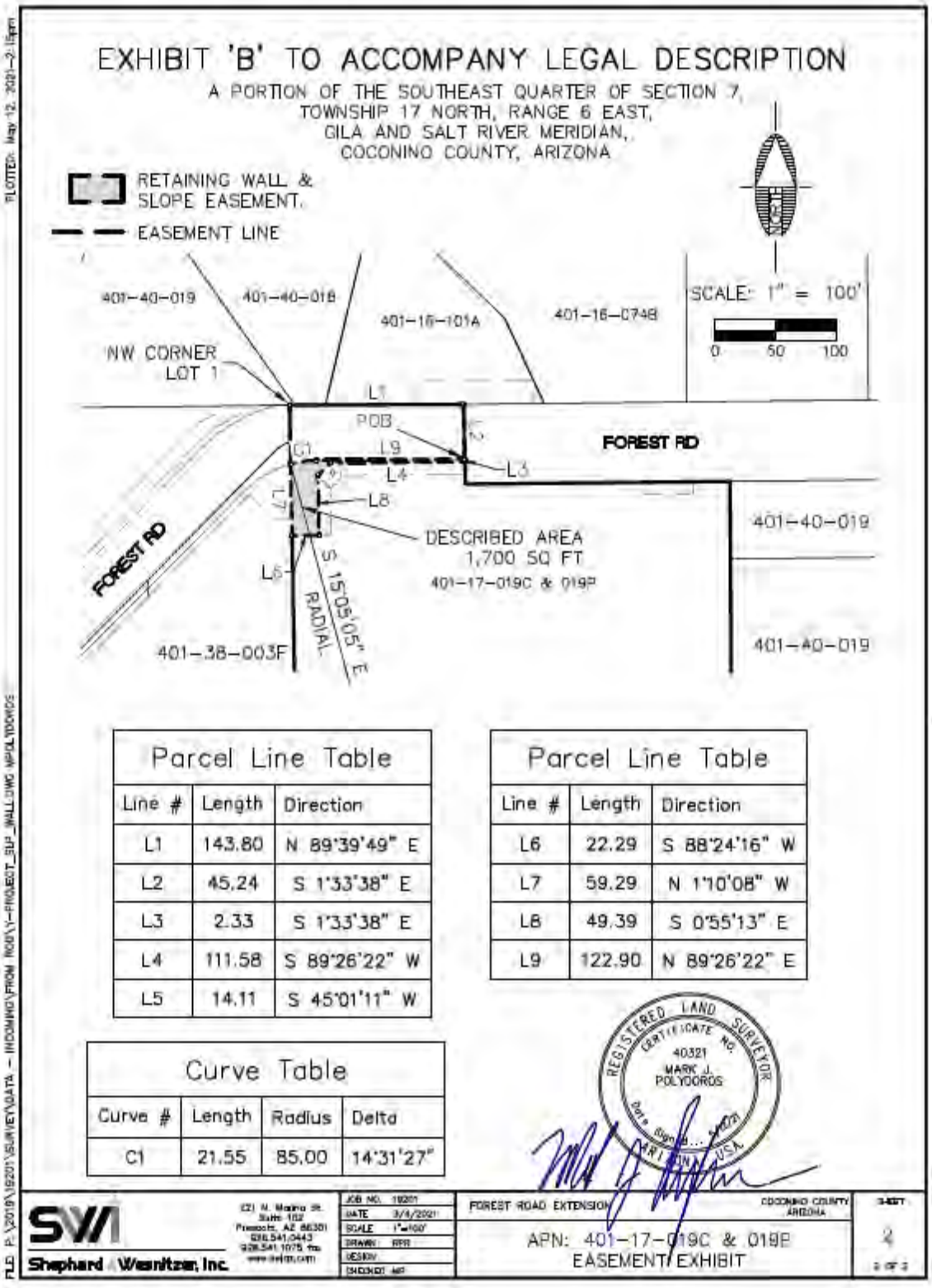


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
RETAINING WALL & SLOPE EASEMENT.
EASEMENT LINE
SCALE: 1" = 100'
0 50 100
401-40-019
401-40-018
401-16-101A
401-16-074B
NW CORNER LOT 1
POB
L1
L2
L3
L4
L5
L6
L7
L8
L9
C1
FOREST RD
DESCRIBED AREA
1,700 SQ FT
401-17-019C & 019E
S 15°05'05" E
RADIAL
401-38-003F
401-40-019
401-40-019
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 45.24 | S 1°33'38" E
L3 | 2.33 | S 1°33'38" E
L4 | 111.58 | S 89°26'22" W
L5 | 14.11 | S 45°01'11" W
Parcel Line Table
Line # | Length | Direction
L6 | 22.29 | S 88°24'16" W
L7 | 59.29 | N 1°10'08" W
L8 | 49.39 | S 0°55'13" E
L9 | 122.90 | N 89°26'22" E
Curve Table
Curve # | Length | Radius | Delta
C1 | 21.55 | 85.00 | 14°31'27"
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J. POLYOROS
Shephard Wesnitzer, Inc.
JOB NO. 19201
DATE 3/4/2021
SCALE 1"=100'
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019E
EASEMENT EXHIBIT
SHEET 2

Exhibit 3

[Temporary Construction Easement with legal descriptions and diagrams]

Temporary Construction Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

When Executed Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-17-019C & 019P

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining retaining wall and roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A" and "B"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Schedule A
Temporary Construction Easement
[legal description, see attached]

LEGAL DESCRIPTION

Temporary Construction Easement

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 47.57 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing South 01°33'38" East, 10.00 feet;

Thence South 89°26'22" West, 111.83 feet;

Thence South 44°46'20" West, 11.15 feet;

Thence South 00°55'13" East, 49.09 feet;

Thence South 88°24'16" West, 10.00 feet;

Thence North 00°55'13" West, 49.39 feet;

Thence North 45°01'11" East, 14.11 feet;

Thence North 89°26'22" East, 111.58 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,659 ± feet² or 0.038 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ.

Sheet 1 of 2

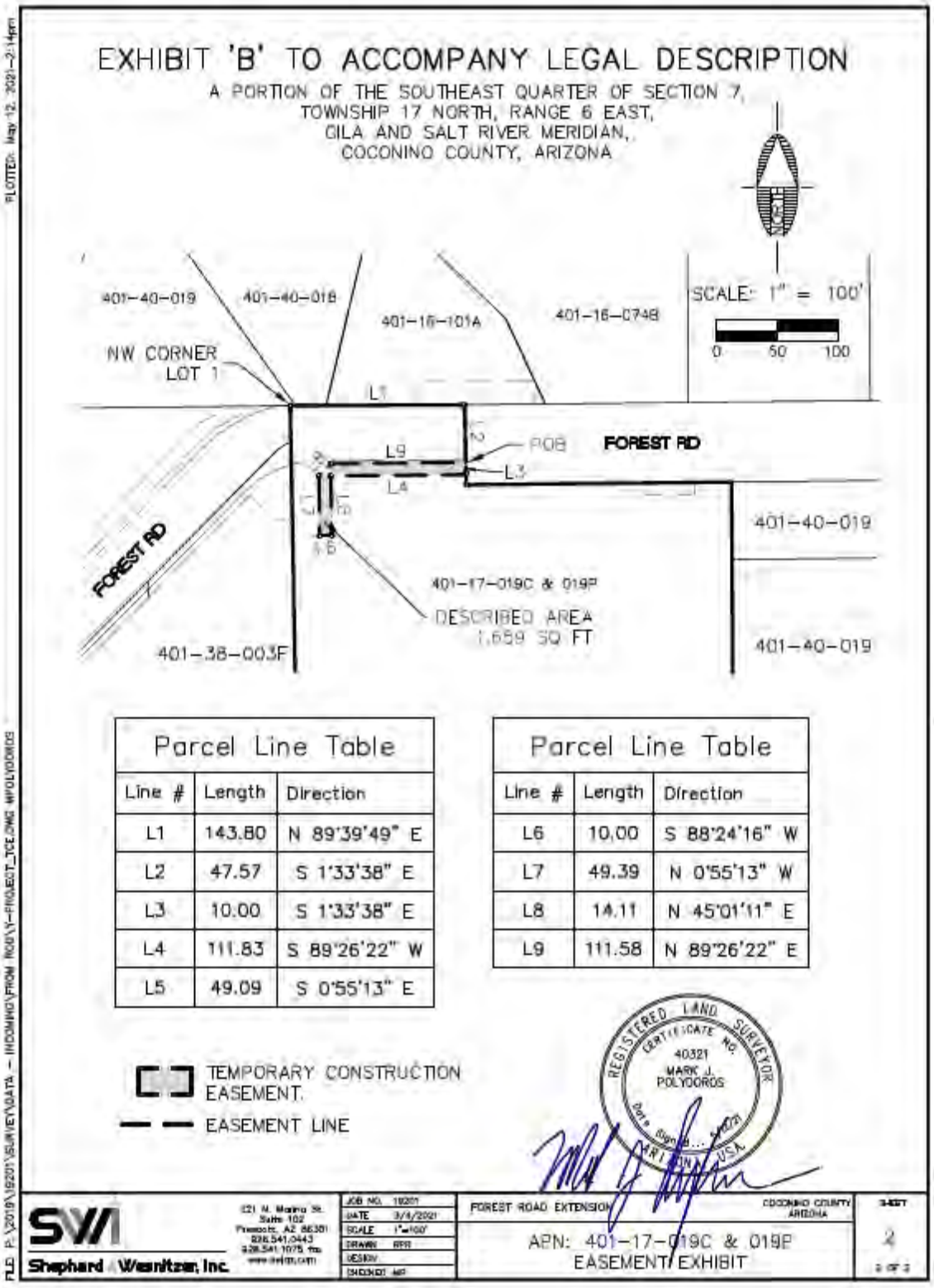


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
SCALE: 1" = 100'
0 50 100
401-40-019
401-40-018
401-16-101A
401-16-074B
NW CORNER
LOT 1
L1
POB
FOREST RD
L9
L3
L4
L5
L6
L7
L8
401-40-019
401-17-019C & 019P
DESCRIBED AREA
1,659 SQ FT
401-38-003F
401-40-019
Parcel Line Table
Line # | Length | Direction
L1 | 143.80 | N 89°39'49" E
L2 | 47.57 | S 1°33'38" E
L3 | 10.00 | S 1°33'38" E
L4 | 111.83 | S 89°26'22" W
L5 | 49.09 | S 0°55'13" E
Parcel Line Table
Line # | Length | Direction
L6 | 10.00 | S 88°24'16" W
L7 | 49.39 | N 0°55'13" W
L8 | 14.11 | N 45°01'11" E
L9 | 111.58 | N 89°26'22" E
TEMPORARY CONSTRUCTION EASEMENT
EASEMENT LINE
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Shephard Wesnitzer, Inc.
JOB NO. 19201
DATE 3/4/2021
SCALE 1"=100'
FOREST ROAD EXTENSION
COCONINO COUNTY
ARIZONA
APN: 401-17-019C & 019P
EASEMENT EXHIBIT
2

Schedule B
Temporary Construction Easement
[legal description, see attached]

LEGAL DESCRIPTION

Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northwest corner of said Lot 1;

Thence South 01°11'19" East, 507.67 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot1 to a point on a non-tangent curve concave southwesterly, having a radius of 145.00 feet to which the radius point bears South 68°45'46" West and the **TRUE POINT OF BEGINNING;**

Thence leaving said line, southeasterly 18.32 feet along the arc of said curve, through a central angle of 07°14'15";

Thence North 90°00'00" East, 27.23 feet;

Thence South 00°00'00" East, 144.80 feet;

Thence North 90°00'00" West, 29.33 feet to a point on the westerly line of said Lot 1;

Thence North 00°53'04" West, 5.00 feet along said line;

Thence leaving said line, North 90°00'00" East, 24.41 feet;

Thence North 00°00'00" East, 97.02 feet;

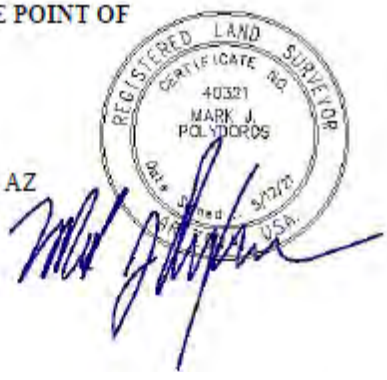
Thence North 87°17'37" West, 23.11 feet to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears North 87°17'37" West;

Thence northerly 42.07 feet along the arc of said curve, through a central angle of 17°13'00" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 17.45 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 1,915 ± feet² or 0.044 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



Sheet 1 of 3

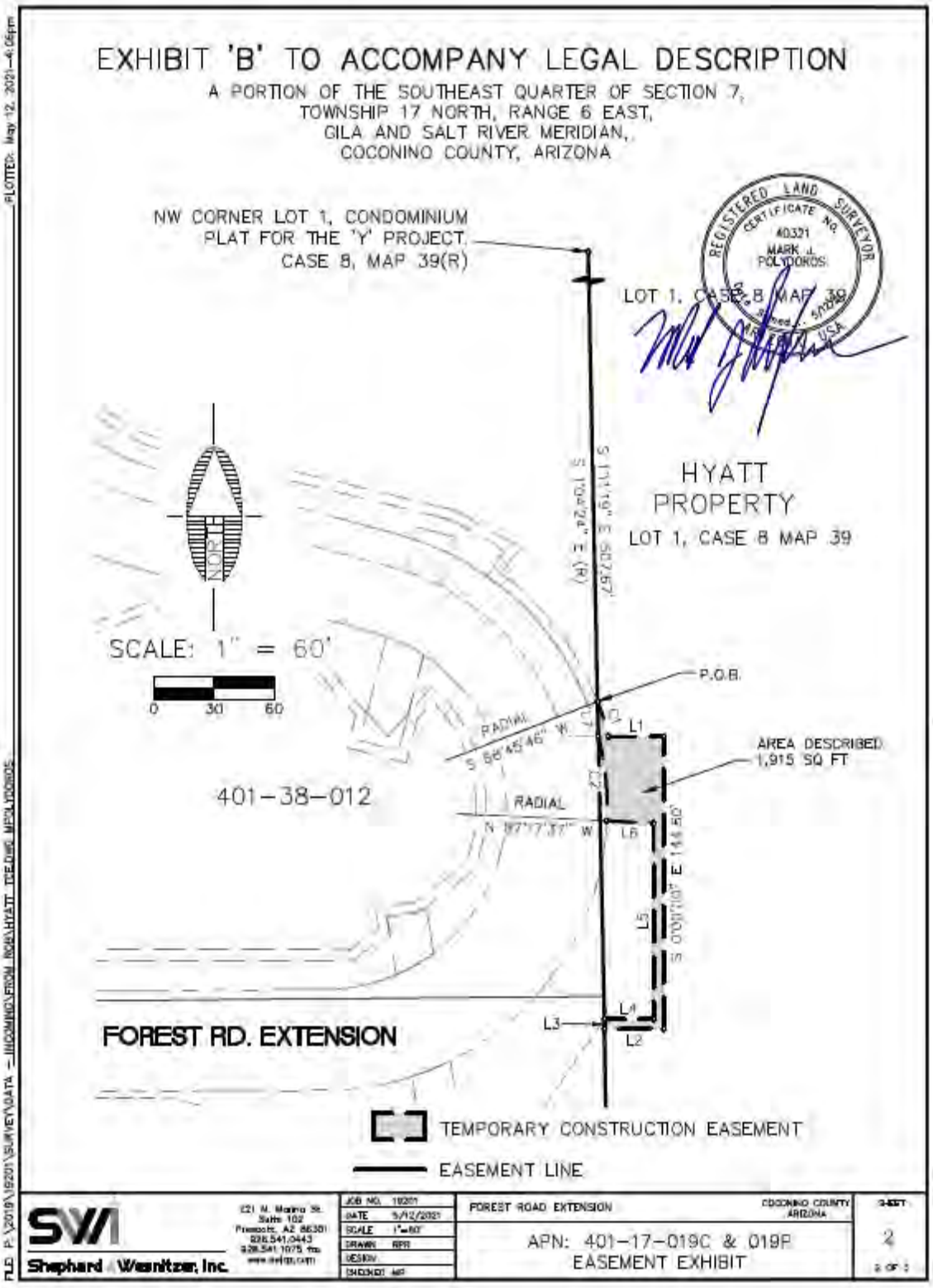


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA
NW CORNER LOT 1, CONDOMINIUM PLAT FOR THE 'Y' PROJECT, CASE 8, MAP 39(R)
LOT 1, CASE 8 MAP 39
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40321
MARK J. POLYDOROS
HYATT PROPERTY
LOT 1, CASE 8 MAP 39
SCALE: 1" = 60'
0 30 60
P.O.B.
RADIAL
S 66°45'46" W
RADIAL
N 87°17'37" W
L1
L2
L3
L4
L5
L6
AREA DESCRIBED
1,915 SQ FT
401-38-012
FOREST RD. EXTENSION
TEMPORARY CONSTRUCTION EASEMENT
EASEMENT LINE
Shephard Wesnitzer, Inc.
FOREST ROAD EXTENSION
COCONINO COUNTY ARIZONA
APN: 401-17-019C & 019P
EASEMENT EXHIBIT
SHEET 2

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	27.23	N90° 00' 00"E
L2	29.33	N90° 00' 00"W
L3	5.00	N01° 11' 19"W
L4	24.41	N90° 00' 00"E
L5	97.02	N0° 00' 00"E
L6	23.11	N87° 17' 37"W
L7	17.45	N1° 11' 19"W

Curve Table			
Curve #	Length	Radius	Delta
C1	18.32	145.00	7°14'15"
C2	42.07	140.00	17°13'00"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 5/10/21
U.S.A.

Shephard Wesnitzer, Inc.

FOREST ROAD EXTENSION
COCONINO COUNTY
ARIZONA

APN: 401-38-012
EASEMENT EXHIBIT

EXHIBIT 4

Gate Location Drawing (labeled therein “Option 2”)

(to be attached)

Option 2

Forest Rd
Forest Rd
Out
In/Out
In/Out
In/Out
Sedona Chamber of Commerce - Visitor...
Tourist information & local souvenirs
Wildflower
American · $$
Cold Stone Creamery
Takeout · Delivery
Hyatt Vacation Club At Piñon Pointe
4.4 (1200)
3-star hotel
United States Postal Service
Hyatt Dr
Hyatt Dr
L'Auberge Ln
L'Auberge Ln

EXHIBIT 5

5 Tour Bus and 9 Vehicle Public Parking Spaces

EXHIBIT 6

Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement

(to be attached)

RECORDED AT THE
REQUEST OF, AND
WHEN RECORDER
RETURN TO:

James B. Connor, Esq.
Gallagher & Kennedy, P.A.
2575 East Camel Back Road
Phoenix, AZ 85016

(The area above is reserved for Recorder's use)

AMENDED AND RESTATED DECLARATION OF NONEXCLUSIVE MUTUAL ACCESS AND PARKING EASEMENT AGREEMENT

This Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement Agreement ("**Agreement**") is entered into this 23rd day of January, 2023, by and between HTS-CHC (Sedona), LLC, a Delaware limited liability company whose address is 9002 San Marco Court, Orlando, Florida 32819 ("**Retail Owner**") and Forest Road Condominium Association, Inc., an Arizona not-for-profit corporation whose address is c/o HV Global Management Corporation, 9002 San Marco Court, Orlando, Florida 32819 ("**Association**"). Retail Owner and Association are sometimes referred to in this Agreement individually as a "**Party**" and collectively as "**Parties.**"

W I T N E S S E T H:

WHEREAS, Association is the condominium association of that certain condominium known as Forest Road Condominium located in Coconino County, Arizona ("**Condominium**"), which Condominium is located on property more particularly described on **Exhibit "A"** attached to and made a part of this Agreement ("**Condominium Property**"); and

WHEREAS, Retail Owner is the former developer and current fee owner of certain real property located in Coconino County, Arizona which is more particularly described on **Exhibit "B"** attached to and made a part of this Agreement ("**Retail Property**"); and

WHEREAS, Association and Retail Owner previously entered into that certain Declaration of Nonexclusive Mutual Access and Parking Easement Agreement dated January 14, 2004, and recorded on January 21, 2004, in the Official Records of Coconino County, Arizona, with recording reference 3245342 (the "**Original Declaration**"); and

WHEREAS, Association and Retail Owner desire to amend, restate and replace the Original Declaration in its entirety by virtue of this Agreement; and

WHEREAS, the Parties desire to designate certain parking spaces on the Condominium Property as available for the purpose of permitting the employees of Association, Retail Owner, and Retail Owner's tenants, to park in such designated areas ("**Shared Employee Parking Area**"), and to provide the vehicular parking, ingress and egress and other easement rights

over and across the Condominium Property and the Retail Property more particularly described herein; and

WHEREAS, the Parties desire to subject the Condominium Property and the Retail Property to the covenants, conditions, and restrictions set forth in this Agreement, to establish the easements described in this Agreement, and to provide for the maintenance of easement areas as provided in this Agreement, for the mutual benefit of the Parties and their respective successors, assigns, invitees, members, employees, mortgagees, tenants, customers, and invitees.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby submit, covenant and agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Agreement by this reference.

2. Shared Employee Parking Area and Easement Rights.

   a. Subject to the terms of this Agreement, Association hereby grants unto Retail Owner, its successors, and assigns, a perpetual non-exclusive easement in, on, and over the streets, roadways and parking areas located on the Condominium Property for the purpose of allowing Retail Owner's employees and Retail Owner's tenants' employees (collectively, the **"Retail Employee Users"**) vehicular and pedestrian access, ingress, and egress to and from the Retail Property and in order to park motor vehicles in the Shared Employee Parking Area located on the Condominium Property.

   b. The Shared Employee Parking Area consists of sixty-nine (69) parking spaces located on the Condominium Property as generally depicted in the three locations labeled **"Employee Parking Area"** on Exhibit **"C"** attached hereto and incorporated herein by reference. The Retail Employee Users shall have no right hereunder to park vehicles in any area of the Condominium Property other than the Shared Employee Parking Area, as it may exist from time to time

   c. The boundaries of the Shared Employee Parking Area shall, to the extent permitted by applicable law, be designated by signage designed, installed and maintained by Association. Each of Association and Retail Owner shall be responsible for one half of all costs relating to the installation of said signage. Allocation of responsibility for the costs of maintenance of such signage shall be as set forth in Section 33.c below.

   d. The Shared Employee Parking Area shall be available to Association's employees and the Retail Employee Users on a first-come, first-served basis. In addition, the Parties acknowledge that, in the event that guests or owners of the Condominium Property or Retail Property park within the Shared

Employee Parking Area in contravention of the parking restrictions set forth herein, enforcement of the parking restrictions against such users would be impractical and no Party shall have any right or duty to affirmatively enforce such restrictions against such parties, including, without limitation, by causing such vehicles to be towed.

e. No vehicles shall be parked on the Retail Property or the Condominium Property in any unauthorized area or in such manner as to impede or prevent access to another authorized user's parking space or any fire lanes. All Parties shall obey all posted parking regulations. Any vehicles parked in any unauthorized area or impeding another authorized user's parking space or any fire lanes are subject to being towed away at the vehicle owner's sole expense. No party shall be permitted to store boats, trailers, mobile homes, recreational vehicles or similar vehicles within the parking areas located on the Condominium Property or the Retail Property. No parties shall be permitted to park in spaces designated for handicapped persons, unless they are permitted to do so under applicable law, and each Party has the right to notify local authorities of any such violations. Each Party shall comply with any rules and regulations adopted by the other Party with respect to the use of the drives and parking spaces located on such Party's property, provided that such rules and regulations do not impede normal use of such Party's property under any ingress, egress, or parking easement in favor of either Party.

3. Maintenance.

a. **Association Maintenance of Condominium Property**. Association will maintain or cause to be maintained in good order and repair the streets, roadways, parking areas, and parking-related signage located on the Condominium Property, and keep the same reasonably clear of impediments so as not to impede normal use of such areas for their intended purpose.

b. **Retail Owner Maintenance of Retail Property**. Retail Owner will maintain or cause to be maintained in good order and repair the streets, roadways, parking areas, and parking-related signage located on the Retail Property, and keep the same reasonably clear of impediments so as not to impede normal use of such areas for their intended purpose.

c. **Shared** Employee Parking Area Maintenance and Repair Costs.

(i) Routine Maintenance. The Parties agree that Retail Owner will pay a pro rata share (**"Retail Owner's Pro Rata Share of Maintenance"**) of all reasonable out-of-pocket costs and expenses incurred for the routine maintenance of the Shared Employee Parking Area, including, without limitation, sweeping and cleaning, landscape maintenance, and other similar activities the expense of which is non-capitalizable under

generally accepted accounting principles. However, such costs and expenses shall exclude costs and expenses for premiums for commercial general liability insurance, property taxes, or remediation of hazardous substances that were on or about the Condominium Property prior to the performance of such maintenance or are otherwise wholly unrelated to such maintenance. For purposes hereof, Retail Owner's Pro Rata Share of Maintenance shall be calculated as fifty percent (50%) of the number of parking spaces located within the Shared Employee Parking Area from time to time, divided by the total number of parking spaces located on the Condominium Property. By way of example, and based on the current number of parking spaces in the Shared Employee Parking Area and the Condominium Property, Retail Owner's Pro Rata Share of Maintenance would be calculated as follows: 50% X 69 parking spaces = 34.5 parking spaces/245 spaces =14.1%. On an annual (calendar year) basis, not later than April 1 of each calendar year, Association will assess Retail Owner its Retail Owner's Pro Rata Share of Maintenance pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed costs and expenses. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such costs and expenses. In connection with each such annual assessment, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made. Retail Owner agrees to pay to Association its Retail Owner's Pro Rata Share of Maintenance no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share of Maintenance. Any amounts due under this Agreement that remain unpaid after such thirty (30) day period shall accrue interest at the lower of (i) twelve percent (12%) per annum, or (ii) highest rate allowable by law (the "**Interest Rate**").

(ii) Capital Improvements. The Parties agree that Retail Owner will pay fifty percent (50%) ("**Retail Owner's Pro Rata Share of Capital Projects**") of all out-of-pocket capital expenditures for reasonably necessary repair or refurbishment of the Shared Employee Parking Area, including, without limitation, all capital expenditures for restriping, resurfacing and any other similar activities the expenditure for which is, in each case, capitalizable under generally accepted accounting principles. However, such expenditures shall exclude expenditures for remediation of hazardous substances that were on or about the Condominium Property prior to the performance of any such capital projects or are otherwise wholly unrelated to such capital projects. Further, Retail Owner shall not be liable for expenditures incurred in connection with any project for which Retail Owner's share, in the aggregate, will exceed $25,000 without Retail Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Association desires to undertake and be

reimbursed for Retail Owner's Pro Rata Share of Capital Projects with respect to any such projects, Association shall notify Retail Owner of such projects on or before November 1st of the year prior to the year in which such projects will be performed, which notice shall include a reasonably specific explanation of the project and the estimated amount of the cost thereof for which Association expects to seek reimbursement. Retail Owner agrees to pay to Association, Retail Owner's Pro Rata Share of Capital Projects such expenditures no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share of Capital Projects relating thereto, pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed expenditures. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such expenditures. Notwithstanding the foregoing, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made.

4. Parking Enforcement.

a. The Parties may, by mutual agreement, and subject to the restrictions and requirements of applicable law, implement operating procedures for the purpose of monitoring and enforcing the terms set forth in this Agreement for the Shared Employee Parking Area and for preventing unauthorized use of the parking areas located on the Condominium Property and the Retail Property (the **"Parking Monitoring Procedures"**), which Parking Monitoring Procedures shall be enforced in a non-discriminatory manner and which may include, but shall not be limited to: (i) providing Association's employees and Retail Employee Users vehicle decals for the purposes of identifying permitted users of the Shared Employee Parking Area; (ii) providing for signage displaying parking rules, regulations and/or penalties for violations; (iii) providing for the installation of a gate-arm system for the purpose of limiting access to some or all of the parking areas described in this Agreement located on both the Condominium Property and the Retail Property from outsider users (but in no event shall the gate-arms prevent access between the Condominium Property and the Retail Property or prevent the use of or access to the Shared Employee Parking Area as contemplated hereby); and (iv) such other procedures as may be agreed to by the Parties in writing.

b. Association shall be responsible for the implementation and administration of the Parking Monitoring Procedures, and Retail Owner will pay a pro rata share (**"Retail Owner's Pro Rata Share for Parking Enforcement"**) of all reasonable out-of-pocket costs and expenses of implementing, operating and maintaining the means of parking enforcement therewith. However, such costs and expenses shall exclude costs and expenses for premiums for commercial general liability insurance, property taxes, or remediation of hazardous substances that were on or about the Condominium Property prior to the creation or

performance of such Parking Monitoring Procedures or are otherwise wholly unrelated to such Parking Monitoring Procedures. For purposes hereof, "**Retail Owner's Pro Rata Share**" shall mean the following: the total costs incurred by Association in implementing and maintaining such Parking Monitoring Procedures multiplied by 50%. On an annual (calendar year) basis, Association will, not later than April 1 of each calendar year, assess Retail Owner its Retail Owner's Pro Rata Share for Parking Enforcement pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed costs and expenses. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such costs and expenses. In connection with each such annual assessment, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made. Retail Owner agrees to pay to Association its Retail Owner's Pro Rata Share for Parking Enforcement no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share for Parking Enforcement. Any amounts due under this Agreement that remain unpaid after such thirty (30) day period shall accrue interest at the Interest Rate.

5. Reserved Rights.

a. Association hereby reserves for itself, and its successors and assigns, the right to use the Shared Employee Parking Area for any purpose which does not unreasonably interfere with the rights granted to Retail Owner in this Agreement.

b. Association may relocate, alter or modify the location of the Shared Employee Parking Area from time to time, to another portion of the Condominium Property, provided that no portion of the Shared Employee Parking Area shall be relocated to occupy any of the parking spaces identified in Exhibit "C-1" as the "critical parking areas." In the event of any such relocation, Retail Owner shall reasonably cooperate with Association in connection with any such relocation, including by, at Association's request, executing an amendment (in recordable form) to this Agreement amending the description of the Shared Employee Parking Area.

c. The Parties reserve the right, but not the obligation, for the Party owning a particular property to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas or any other improvements; and install utility lines, equipment and cables upon, above or under the Condominium Property or Retail Property, as applicable, so long as such use does not materially, adversely and unreasonably interfere with the purpose for which the easements under this Agreement are granted.

6. Insurance. Association and Retail Owner will maintain or cause to be maintained at all times commercial general liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the portion of Condominium Property and the Retail Property, respectively, with coverages

of not less than $1,000,000.00 for injury or death of a single person, and to the limit of not less than $1,000,000.00 for any one occurrence, and to the limit of not less than $1,000,000.00 for property damage.

7. Indemnification. Each Party, for and on behalf of itself, its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the use of the easements or the exercise of the rights granted under this Agreement by the other Party. Each Party (for itself, its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees, and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the other Party, its parent company, its related, affiliated and subsidiary companies, its employees, assigns, agents, contractors, subcontractors, representatives, licensees, tenants, guests or invitees, and the officers, directors, employees, representatives and agents of each, and for those claiming by, through or under any of them, (collectively, the "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to operations on, or the use of the easements granted under this Agreement by the other Party (its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees and all the respective officers, directors, employees, representatives and agents of each).

8. Breach. If either Party breaches any provision in this Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by the non-breaching Party, in addition to any other right or remedy available to the non-breaching Party at law or in equity, the non-breaching Party shall have the right, but not the obligation, to cure any such breach. The breaching Party shall reimburse the non-breaching Party for the cost thereof upon demand, together with interest accruing thereon at the Interest Rate, from and after the date of the breaching Party's demand for such reimbursement, until the breaching Party's receipt of full payment for such amounts.

9. Interpretation. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and shall bind, and the benefits and advantages shall inure to and be enforceable by the Parties as well as their respective successors and assigns. Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement, or

any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

10. Attorneys' Fees. If it is necessary for either Party to bring suit to enforce any provisions of this Agreement or for damages on account of any breach of this Agreement, the substantially prevailing Party on any issue in any such litigation and any appeals therefrom is entitled to recover from the other Party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney and paralegal fees as fixed by the court.

11. Construction. The Parties agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

12. Covenants Running With The Land. All rights, privileges, benefits and burdens created herein are covenants running with and appurtenant to the land, binding upon and inuring to the benefit of the parties and their respective successors in title. All rights, privileges and benefits granted herein to the parties shall benefit their successors in title during their respective periods of title ownership.

13. Notice. Any notice or other communication permitted or required to be given pursuant to this Agreement by one Party to the other shall be in writing and shall be hand delivered, delivered by confirmed telecopy/facsimile, or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Patty, to wit:

To Retail Owner	HTS-CHC (Sedona), LLC 9002 San Marco Court Orlando, FL 32819 Attention: Mr. Donald Baarman
With a copy to:	HTS-CHC (Sedona), LLC 9002 San Marco Court Orlando, FL 32819 Attention: William S. Vanos, Esq.
To Association:	Forest Road Condominium Association, Inc 8825 N 23rd Avenue, Suite 100 Phoenix, AZ 85021 Attention: President
With a copy to:	HV Global Management Corporation 9002 San Marco Court Orlando, FL 32819 Attention: Resort Operations/Law Department

14. Estoppel Certificates. Each Party agrees to execute and deliver to the other Party, or to any existing or prospective purchaser, mortgagee, or lessee designated by such other Party, within fifteen (15) days after written request by the other Party, a certificate stating whether or not: (i) there is any existing uncured default by any Party to this Agreement, and, if there is any such default, specifying the nature and extent of such default; (ii) there are any sums which the Party executing such certificate is entitled to receive or demand from the other Party under this Agreement, and, if there is any such sum, specifying the nature and extent of such sums; or (iii) whether or not there is any ruling or decision involving this Agreement and the Party executing such certificate within the ninety (90) days preceding the date of such certificate and, if so, identifying such ruling or decision.

15. Venue. If any suit or legal action is commenced by any Party, all other Parties are deemed to have agreed, consented, and submitted to the personal jurisdiction of the federal, circuit and county courts in and for Coconino County, Arizona (the "***Coconino County Courts***"), with respect to such suit or legal action, and each person also agrees and consents that venue in any such suit or legal action is only proper in the Coconino County Courts, and each person waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in the Coconino County Courts. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

16. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST ANY OTHER CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED PURSUANT TO THIS AGREEMENT.

17. Severability. If any provision of this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

18. Force Majeure. If the performance by any Party obligated under this Agreement (excluding monetary obligations) is limited, delayed or prevented in whole or in part by applicable law; action adopted or taken by any federal, state or local governmental authority; acts of God; fire; floods; storms; explosions; major accidents or casualties; pandemics or epidemics; war; acts of terrorism; civil disorders; strikes or other labor difficulties; shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation; or by any other cause not reasonably within such Party's control, whether or not specifically mentioned in this Agreement, performance shall be excused, discharged, and released of performance but only to the extent and for such time that such performance or obligation (excluding any monetary obligation) is so limited, delayed or prevented by such occurrence.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and neither Party has been induced by the other Party by representations, promises, or understandings not expressed in this Agreement, and there are no collateral agreement, stipulations, promises, representations, warranties, covenants, obligations, or understandings whatsoever, including, without limitation, the Original Declaration, in any way relating to the subject matter of this Agreement that are not expressly contained in this Agreement.

20. Exhibits. All of the exhibits that are attached to this Agreement are an integral part of this Agreement and are incorporated by reference into this Agreement. If a conflict exists between the body of this Agreement and any exhibit, the body prevails to the extent of the conflict.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

"RETAIL OWNER""

HTS-CHC (SEDONA), LLC, a Delaware limited liability company

By: _____

Name: JOSEPH J. BRAMUCHI

Title: V.P.

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization, this 26th day of January, 2023, by Joseph J. Bramuchi, the Vice President of HTS-CHC (Sedona), LLC, a Delaware limited liability company, on behalf of said company, who [✓] is personally known to me, or [__] has produced a _____ as identification as identification.

Notary Public Frances Castro
Print Name: Frances Castro

My Commission Expires:

FRANCES CASTRO
MY COMMISSION # HH 032449
EXPIRES: December 14, 2024
Bonded Thru Notary Public Underwriters

"ASSOCIATION"

FOREST ROAD CONDOMINIUM ASSOCIATION, INC., an Arizona not-for-profit corporation

By: Dwight Kadar

Name: DWIGHT KADAR

Title: PRESIDENT

STATE OF Arizona)
) ss:
COUNTY OF Coconino)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization, this 23rd day of January, 2023, by Dwight Kadar, the President of Forest Road Condominium Association, Inc., an Arizona not-for-profit corporation, on behalf of said corporation, who [__] is personally known to me, or [__] has produced a AZ Drivers License as identification as identification.

Notary Public
Print Name: Jesse Aguirre

My Commission Expires: Nov 9th 2026

JESSE AGUIRRE
Notary Public - Arizona
Yavapai County
Commission # 637986
My Comm. Expires Nov 9, 2026

EXHIBIT A

The Condominium Property

LOT 1, AMENDED CONDOMINIUM PLAT OF THE "Y" PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN CASE 9, MAPS 37-37E, AND CERTIFICATE OF CORRECTION RECORDED MAY 14, 2004 AS 2004-3262888 OF OFFICIAL RECORDS.

EXHIBIT B

The Retail Property

LOT 2, AMENDED CONDOMINIUM PLAT OF THE "Y" PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN CASE 9, MAPS 37-37E, AND CERTIFICATE OF CORRECTION RECORDED MAY 14, 2004 AS 2004-3262888 OF OFFICIAL RECORDS.

EXHIBIT C-1
Critical Parking Area

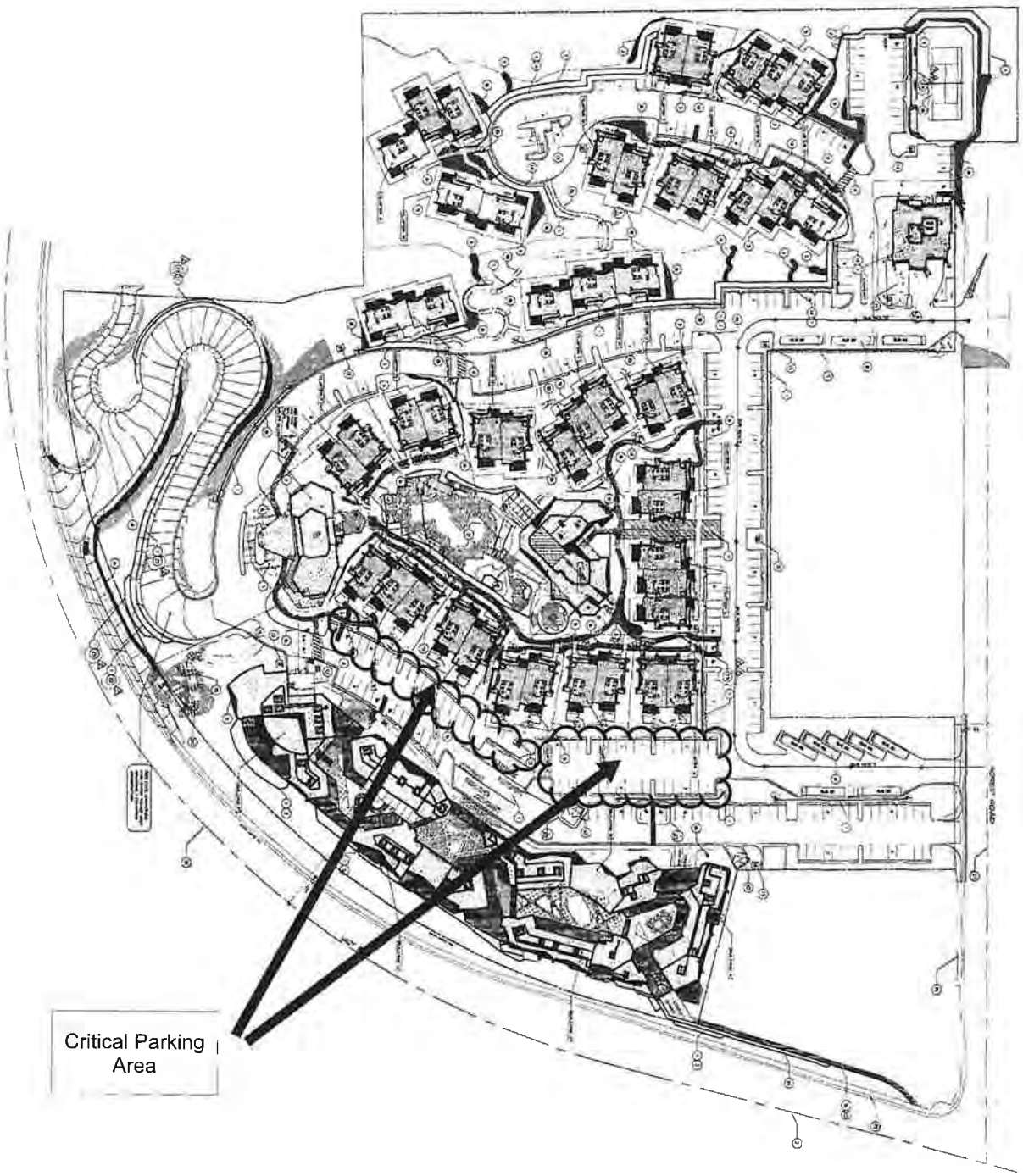
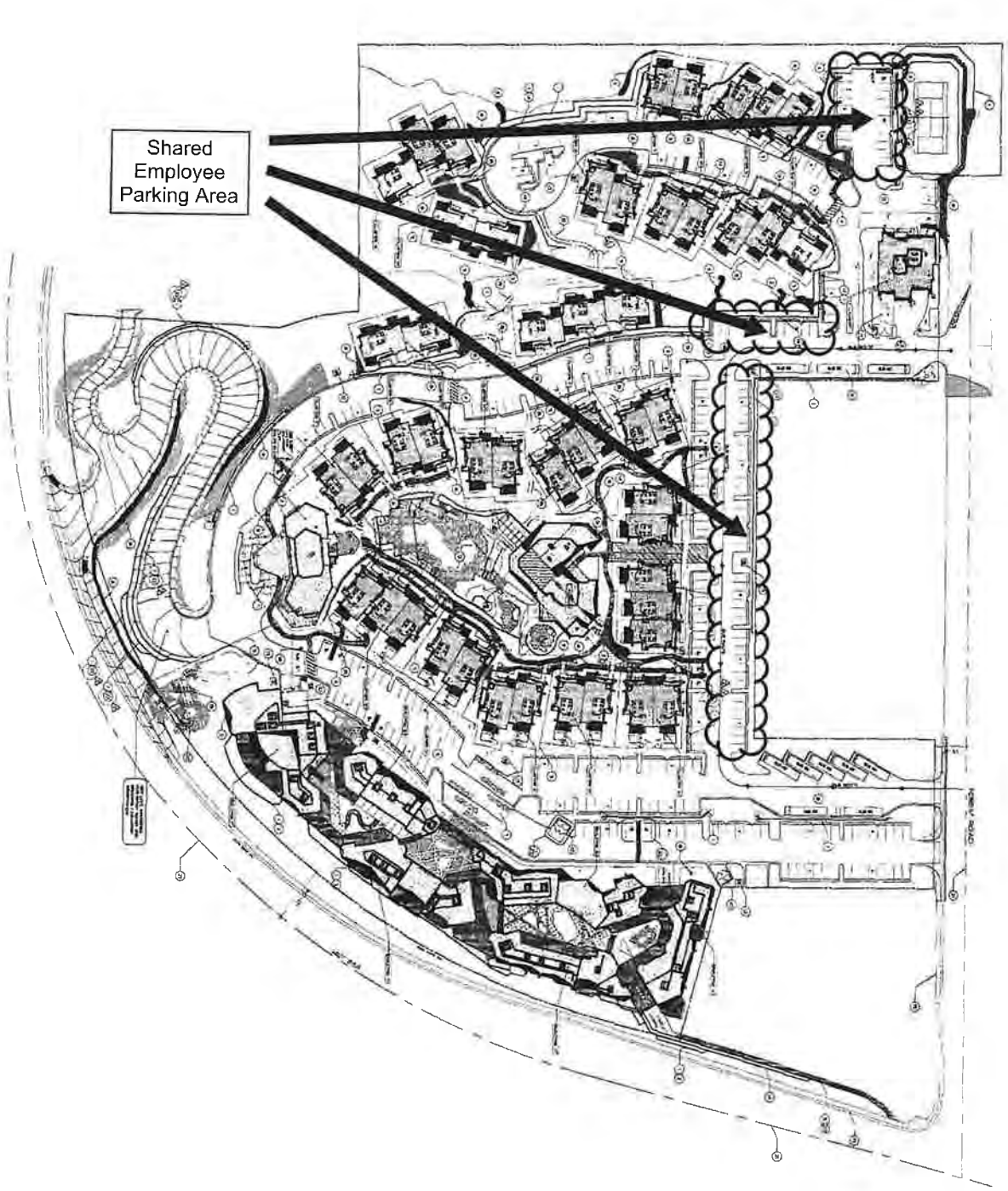


EXHIBIT C
Shared Employee Parking Area



RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH THE FOREST ROAD CONDOMINIUM ASSOCIATION, TO RESOLVE ONGOING LITIGATION IN COCONINO COUNTY SUPERIOR COURT CASE NUMBER CV2022-00175.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA as follows:

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Settlement Agreement with the Forest Road Condominium Association to resolve ongoing litigation in Coconino County Superior Court Case No. CV202200175, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of July, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

CITY COUNCIL AGENDA BILL

AB 3083
July 9, 2024
Consent Items

Agenda Item: 3f
Proposed Action & Subject: Approval of the renewal of a Memorandum of Agreement (MOA) between Yavapai County and City of Sedona for 9-1-1 Bill Payment Procedures.

Department	Police Department/ Erin Loeffler
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. Memorandum of Agreement

Finance Approval	Reviewed 7/1/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval 7/1/24

Expenditure Required
$ N/A
Amount Budgeted
$ N/A
Account No. (Description)

SUMMARY STATEMENT

Background: Per the Arizona Department of Administration 9-1-1 Program, the majority of the Public Safety Answering Points (PSAPs) within the state of Arizona have agreements with their respective counties in which they reside to represent them as their 9-1-1 System Administrator.

Yavapai County Sheriff's Office provides certain administrative support services to the five (5) PSAPs (Public-Safety Answering Point) within Yavapai County, pursuant to the 9-1-1 telephone bill payment practices, policies, procedures and/or guidelines provided by the Arizona State 9-1-1 Office. This includes reviewing and paying the respective 9-1-1 service bills for each of the five (5) PSAPs. The current MOA has been in effect since 2019 and is renewed every five (5) years.

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

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

Alternative(s):

MOTION

I move to: approve the renewal of the Memorandum of Agreement (MOA) between Yavapai County and City of Sedona for 9-1-1 Bill Payment Procedures.

MEMORANDUM OF AGREEMENT
between
YAVAPAI COUNTY
and
CITY OF SEDONA
for
9-1-1 BILL PAYMENT PROCEDURE

This MEMORANDUM OF AGREEMENT ("**MOA**") dated this _____ day of _____, 2024, is made by and between Yavapai County, a political subdivision of the State of Arizona, by and through the **Yavapai County Sheriff's Office** ("**County**") and **City of Sedona**, a political subdivision of the State of Arizona, by and through the **Sedona Police Department** ("**Local Agency**") for administering the 9-1-1 System Services billing and payment process. County and Local Agency are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, effective July 1, 2024, the Arizona State 9-1-1 System Services billing and payment process and administrative functions for communication bill-payment for local entities will be designated to the County administrator to perform the aforementioned 9-1-1 System communication/telephone bill-payment administrative functions for local entities; and

WHEREAS the Sedona Police Department is a local agency for which, according to the aforementioned procedural changes, County will perform certain local 9-1-1 System administrative functions more fully described hereinafter; and

WHEREAS, the Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary to effectuate the new bill-payment process and ensure smooth operations; and

WHEREAS the Parties are authorized to perform the functions and activities provided in this MOA.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants hereinafter set forth, agree as follows:

1. **PURPOSE**. The purpose of this MOA is for County to provide certain administrative support services to Local Agency pursuant to the 9-1-1 telephone bill payment practices, policies, procedures and/or guidelines provided by the Arizona State 9-1-1 Office.

2. **MUTUAL OBLIGATIONS**
   - **A.** **Local Agency** agrees to:
     - **i.** At County's request, promptly provide any and all other bill-related documents and information to County.
     - **ii.** Pay all billed amounts to County that Local Agency is responsible for and that are not paid by the State.
   - **B.** **County** agrees to:
     - **i.** Review each 9-1-1 service bill provided by vendors for each Local Agency.
     - **ii.** Provide the Arizona State 9-1-1 Office with the necessary bill information.
     - **iii.** Receive the bill-payment funds from the State Office and pay the respective 9-1-1 service bill; and

iv. At Local Agency's reasonable request, timely provide bill-payment documentation to Local Agency.

v. Pay billed amounts to vendors.

C. At County's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by the Arizona State 9- 1-1 Office. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOA.

D. Local Agency acknowledges and agrees that County makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state-fund disbursements and shall not be held accountable for lack of payments to all parties concerned based upon the same.

3. **EFFECTIVE DATE AND DURATION**. This MOA shall become effective on the day of _____, 2024 and shall remain in effect for five (5) years, unless either Party provides sixty (60) days advance written notice of termination to the other Party as set forth in Section 4 below. The Parties may agree up to two (2) five-year renewals of this MOA at the conclusion of the five-year term.

4. **TERMINATION.** Either party may cancel this MOA at any time, with or without cause, upon sixty (60) days prior written notice to the other party. In the event of termination or cancellation of this MOA, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.

5. **SUPERVISION**. County shall have sole supervisory authority over County personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.

6. **INDEMNIFICATION HOLD HARMLESS PROVISIONS**. To the fullest extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, release from liability, and hold harmless the other party and its employees, officers, volunteers and agents (as "indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims" or "Claim") arising out of bodily injury of any person (including death) or property damage relating to this MOA, caused by the negligence or willful misconduct of the indemnitor and its employees, officers, officials, volunteers or agents If a ny Claim by a third party becomes subject to this indemnity provision, the parties to this MOA shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages. The agreement to indemnify, defend, release from liability, and hold harmless shall survive the termination of this MOA.

7. GENERAL

A. NOTICE. Any notice, consent, or other communication ("Notice") required or permitted under this MOA shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agency:

Name **Sedona Police Department**
Title _____
Street/Box _____
City, State, Zip _____

If to County: 911 Administrator
Yavapai County Sheriff's Office
255 E. Gurley St.
Prescott, Arizona 86301

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

B. AMENDMENT. This MOA may be amended only by a written document executed by a duly authorized representatives of both Parties.

C. THIRD PARTIES. This MOA is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit, or interest in this MOA. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this MOA or of any duty, obligation, or undertaking established under this MOA.

D. COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOA.

E. CONFLICT OF INTEREST. The Parties understand and acknowledge the provisions of A.R.S. § 38- 511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOA.

F. WAIVER. The waiver by any Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition of this MOA.

G. UNCONTROLLABLE EVENTS. No Party shall be considered to be in default in the performance of any obligations under this MOA (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or

disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

H. ASSIGNMENT. Local Agency may not assign its rights or obligations under this MOA without the prior written consent of the County, which consent may be granted or denied at the County's sole and absolute discretion.

I. ENTIRE MOA. This MOA represents the entire MOA between the Parties and supersedes all prior negotiations, representations, or MOAs, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this MOA shall be valid unless made in writing and signed by the Parties.

J. GOVERNING LAW. This MOA shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOA or any provision therefore shall be instituted only in the courts of Yavapai County, Arizona.

K. SEVERABILITY. If any part, term, or provision of this MOA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

L. HEADINGS. Section headings are inserted in this MOA solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this MOA.

M. COUNTERPARTS. This MOA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. OTHER DUTIES IMPOSED BY LAW. Nothing in this MOA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

O. COMPLIANCE WITH CIVIL RIGHTS. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

P. RECITALS INCORPORATED. The Parties acknowledge that the Recitals to this MOA are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOA as if fully set forth therein without difference or distinction.

Q. JOINT VENTURE. It is not intended by this MOA to, and nothing contained in this MOA shall, be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither

Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint-venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOA. This MOA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOA shall be

strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOA confers any right to any person or entity not a party to this MOA.

R. Supervision. No employee, agent, or servant of a Party shall be deemed to be an employee, agent, or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this MOA. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this MOA, and each Party agrees to hold the other Party harmless from any liability thereof.

S. IMMIGRATION LAW COMPLIANCE. Both parties hereby warrant that they will at all times during the term of this MOA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this MOA, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee of either who performs work pursuant to this MOA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

T. WORKERS COMPENSATION. Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

U. ARBITRATION. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOA by arbitration.

V. NON-APPROPRIATION OF FUNDS. The Parties recognize and acknowledge that COUNTY is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of COUNTY's obligations under this Agreement, then COUNTY shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to COUNTY. If COUNTY's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

W. CONFLICT OF INTEREST. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. §38-511.

X. MATERIAL CHANGE IN LAW OR REGULATION. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws.

Y. PROHIBITION OF BOYCOTT OF ISREAL. Both parties certify that they are not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S §35-393 etseq. Violation of this certification may result in action including termination of this Agreement.

Z. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394 Local Agency certifies that

Local Agency does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Local Agency becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the County within five business days after becoming aware of the noncompliance. If the Local Agency does not provide the County with a written certification that the Local Agency has remedied the noncompliance within 180 days after notifying the Countyof the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

AA. Confidentiality. Except as otherwise provided in this Agreement or required by law, neither Party will disclose or use, and will direct its representatives not to disclose or use, any Confidential Information (as defined below) other than for disclosures to its employees, contractors, and agents ("Representatives") on a need-to-know basis. For purposes of this section, "Confidential Information" means any proprietary or non-public information, including trade secrets, about a Party or its business or activities, whether or not specifically identified as such, and the terms of this Agreement. Disclosure of Confidential Information to Representatives on a need-to-know basis shall be made under circumstances where the Representative is advised of the confidential nature of the disclosure and is bound by law to keep said information confidential. Notwithstanding the foregoing, the following information shall not be deemed Confidential Information: (i) information that is already known to the recipient Party or its Representatives or to others not bound by a duty of confidentiality prior to disclosure; (ii) information that becomes publicly available through no fault of the recipient Party or its Representatives; (iii) information that is independently developed by a Party without the use of or reference to the Confidential Information of the other Party; or (iv) information that properly comes into the recipient's possession from a third party who is not under an obligation to maintain the confidentiality of such information. Notwithstanding anything contained herein, Contractor understands and acknowledges that County is a public entity and may be required by Arizona's Public Records Law; a valid order of a court or other governmental body; or by oral questions, interrogatories, requests for information or documents, subpoenas or other process to disclose Confidential Information and the fact a document is marked "confidential" may not affect County's requirement to release the Confidential Information. County shall provide Contractor with prompt written notice of such request so that Contractor may seek appropriate legal action for protection of the Confidential Information, and it shall not be a breach of this provision for either Party to disclose Confidential Information pursuant to any applicable subpoena or other legal or regulatory process or requirement so long as the recipient of the request notifies the other Party prior to making such disclosure and there is a reasonable opportunity to seek appropriate legal action of the protection of the Confidential Information. The restrictions on use and disclosure in this section shall remain in effect for a period of three (3) years after termination or expiration of this Agreement, except for trade secrets and personally identifiable information as such restrictions shall survive for so long as such information is deemed a trade secret or PII under applicable law. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Centers for Medicare and Medicaid Services (CMS) requirements for maintaining the privacy and security of protected health information and other personally identifiable information of patients. In the event a public records request is submitted to County for Confidential Information, County will notify Contractor of the request as soon as reasonably possible. County will release the records ten (10) business

days after the date of that notice, unless Contractor has within that period secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order. If Contractor experiences any data, privacy, or security breaches that may include risk to or loss of Confidential Information, Personally Identifiable Information (PII), or Protected Health Information (PHI), Contractor shall address such breach at its sole cost and provide $1,000,000 in insurance coverage and credit monitoring/identity theft protection to any affected persons or entities. Contractor shall defend any complaints filed with a governmental entity, including the Office for Civil Rights (OCR) for any alleged violations by County for services provided by Contractor. Notwithstanding anything contained herein, Contractor understands and acknowledges that County is a public entity and is required to place this Agreement on a public agenda for approval and County may be required by Arizona's Public Records Law; a valid order of a court or other governmental body; or by oral questions, interrogatories, requests for information or documents, subpoenas or other process to disclose this Agreement and any information marked "confidential." The fact a document is marked "confidential" may not affect County's requirement to release the "confidential" information.

BB. NON-DISCRIMINATION. The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

CC. COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.

DD. ALTERNATIVE DISPUTE RESOLUTION In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

EE. Binding Contract. This MOA shall be considered a binding contract for all purposes.

FF. Authority to Bind. Each person executing this MOA represents that he or she has full and legal authority to execute this MOA for and on behalf of the respective Party for which he or she is executing this MOA and to bind that Party.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the day and year set forth below.

Sedona Police Department
Name of Party

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Yavapai County

By: _____
Craig L. Brown, Chairman
Yavapai County Board of Supervisors

_____
Date

ATTEST

By: _____
Jayme Rush
Clerk of the Board of Supervisors

Agenda Item: 3g
Proposed Action & Subject: Approval of a three-year departmental services contract for City-Wide Landscaping Services in an amount not-to-exceed $679,457.16.

Department	Public Works/Sandy Phillips
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	NA
Exhibits	A. Service Contract

Finance Approval	Reviewed 7/2/24
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval 7/1/24

Expenditure Required

$ 226,485.72

Amount Budgeted

$ $425,000 (FY25)

10-5320-26-6437
(Grds Maint. Parks)FY25
10-5320-79-6437
(Grds Maint. Facilities)FY25
10-5320-39-6437
(Grounds Maint. Streets)FY25
10-5320-39-6771
(Drainage Maint. Streets)FY25

SUMMARY STATEMENT

The proposed contract for landscape services covers both parks and streets landscape maintenance, with Patriot Landscape Services, LLC, for a total of $679,457.16 over the three year contract term.

Background:

The City maintenance staff typically contract a portion of landscape services annually for assistance in both parks and streets landscape areas. This contract consolidates what is usually made up of several contracts, to gain efficiency and economy of scale.

This contracted work will include the following:

- Posse Grounds Park
- Sunset Park

- Ranger Station Park
- SR 179 & SR 89A Right of Way
- Brewer Road Offices
- 401 Jordan Rd
- City Hall
- 55 Sinagua Dr

This contracted service covers the effort needed at city facility properties, and does not replace but, supplements the efforts staff provides in the street right of way and parks areas.

The City issued solicitation 24-012RFP, Landscaping Services, on May 13, 2024. The solicitation was publicly posted on the City's website, eProcurement site, and sent to the following contractors who perform similar work in the area. To get the best value by utilizing a 3-year contract versus one. On June 6, 2024, the City received four proposals with their bid amount from the following firms:

BIDDER & (OFFICE) LOCATION	BID AMOUNT
Eco Green Services (Cottonwood)	$535,410.08
Living Landscapes AZ LLC (Cottonwood)	$241,200.00
Lopez Custom Landscaping LLC (Camp Verde)	$253,780.00
Patriot Landscape Services, LLC (Chino Valley)	$230,689.59

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:

- 40 Points- References
- 60 Points- Cost Proposal

After compiling the scoring results for all respondents, Patriot Landscape Services, LLC was found to be the highest-ranked respondent. City staff engaged in negotiations with the finalist (already low bid) and received the best value and final offer of $226,485.72 for the services on an annual basis over three years. Once approved, the contract for services will commence on August 1st, 2024, and will continue for a term of three years.

Budget

The final annual contract value, $226,485.72, is in the FY25 budget. The remaining contract value will be covered in future fiscal year budgets when services will be provided.

City Staff are recommending the award of the contract to Patriot Landscape Services, LLC. not to exceed $679,457.16 for the three-year term.

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

All of the clippings, leaves, and landscaping waste will be transported to the maintenance yard for composting.

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

Alternative(s): The contract could not be approved, which would result in the city maintaining one-year departmental service contracts with multiple landscaping vendors.

MOTION

I move to: approve a three-year departmental services contract for City-Wide Landscaping Services to Patriot Landscape Services, LLC., in an amount not-to-exceed $679,457.16.

EXHIBIT A

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 **Patriot Landscape Services, LLC** an Arizona Limited Liability Company ("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 **City-Wide Landscaping Services** (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 **$679,457.16**. 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 **July 31, 2027**, 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:	Patriot Landscape Services, LLC Attn: Don Barrand 3285 North Reed Road Chino Vally, Arizona 86323

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, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

PATRIOT LANDSCAPE SERVICES, LLC

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: 24-012RFP, Contractor's Proposal, & Best and Final Offer (47 Pages)

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).

CITY OF SEDONA

REQUEST FOR PROPOSAL

FOR

LANDSCAPING SERVICES

City of Sedona exclusively uses its eProcurement System (https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities) for the notification and dissemination of all 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 of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

REQUEST FOR PROPOSALS

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SECTION I - INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The City of Sedona's intent is to establish a three (3) year term contract for Landscaping Services at various properties located throughout the City.

2. SCOPE OF WORK:

Contained within the Scope of Work (Section IV) 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 through Addenda to this RFP, contract negotiations, or amendment(s) to the awarded contract.

3. SUBMITTAL REQUIREMENTS:

Respondents shall submit proposals via the eProcurement system at https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities in PDF format. Proposals will be received by the City until the date and time listed in Section I.13 Proposed Schedule.

4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 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 proposal submittal deadline. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

Proposals shall include the following required information:

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 provide information as requested in this RFP Section V.

B. **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 Cost Proposal Form provided in the Bonfire eProcurement System**. The Cost Proposal Form can be accessed by starting your submittal.

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 via the eProcurement system or directed to the project representative by email and shall be

received no later than the date and time specified in Section I.13. Proposed Schedule.

CITY OF SEDONA PROJECT REPRESENTATIVE:

Ian Coubrough, CPPB
Procurement Officer
icoubrough@sedonaaz.gov

6. INSTRUCTIONS TO RESPONDENTS

The City of Sedona exclusively uses its eProcurement system, https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities, 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 project representative 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. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal, signed by firm's authorized representative, to the designated City employee.

9. 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.

10. BASIS FOR SELECTION

Proposals will be evaluated utilizing the criteria listed below.

CRITERIA	POINTS
References	40
Cost Proposal	60

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.

A. 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?

B. Cost

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.

11. REQUIRED INSURANCE

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

12. SAMPLE SERVICES AGREEMENT

The sample Services Agreement attached hereto is provided as an example upon which the contract with the successful firm will be based.

13. 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. All times listed in this RFP are as determined by reference to www.time.gov referencing the Arizona area.

May 13, 2024……Issue Request for Proposals

May 30, 2024……2:00 p.m. Deadline for Questions

June 6, 2024…….....2:00 p.m. Proposal Submittal Deadline

June 13, 2024……Committee finalizes review of proposals

July 1, 2024……..Contract start date

[Remainder of page intentionally left blank]

SECTION 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 "Vendor/Contractor/Firm/Proposer/Offeror" is named as such in the RFP/contract documents and is referred to in generic terms as if the Vendor/Contractor/Firm/Proposer/Offeror 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 eProcurement system at https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities 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 Section III – 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/EXCEPTIONS

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 RFP or Contract Documents shall be noted in Appendix A – Exceptions to RFP & Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

The City encourages Proposers to send questions to the Procurement Officer prior to the deadline for questions rather than including exceptions in their proposal. The City reserves the right to reject any exceptions proposed.

5. LATE PROPOSALS

Proposals must be through the eProcurement System before the specified time and date

proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive proposals.

6. BUSINESS IN ARIZONA

The City will not enter into contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering into a contract with the City. The City will accept and evaluate proposals from respondents who are not registered to transact business in Arizona. The successful respondent, if not already registered with the Arizona Corporation Commission (ACC), shall file an Application for Authority to Transact Business in Arizona and shall demonstrate that the ACC has processed and approved their application within five (5) business days from the City's request. Respondent's failure to demonstrate an ACC approved application within the allotted time may be grounds for disqualification. At which point the City may engage with the next highest evaluated respondent or terminate the procurement process.

7. LICENSES

If required by law for the operation of the business or work related to this RFP, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. 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 Successful Proposer shall be required to enter into a written contract with the City in a form based on the Sample Departmental Contract for Services, Section VI, and 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.

The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror who's negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. RESERVED RIGHTS

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdraw 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 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,
- 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 Submittal 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.

18. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Departmental Contract for Services, 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.

19. 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.

20. INDEMNIFICATION

Indemnification requirements are listed in Paragraph 6 of the attached sample Departmental Contract for Services, Section VI.

21. 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.

22. 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 three (3) year period.

B. Termination for Convenience. Any awarded 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 the contract, CITY shall have any remedy or right of set-off available at law and equity. 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.

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

D. Appropriation of Funds. Every payment obligation of the CITY under any 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 any contract, the 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.

23. SIGNATURES

Signatures on all Contract Documents shall be submitted using software that provides the City with a certifiable digital signature such as Adobe, DocuSign, or other similar software. Signatures shall be in the name of the proposer and by a person authorized to sign the Contract Documents. Signatures that do not comply with these requirements will not be accepted and will deem a proposal as non-responsive. The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

24. PROPOSAL AMOUNTS

Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

25. WAIVER OF CLAIMS

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Arizona law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

26. PURCHASE ORDERS

Purchase order(s) shall be generated by the City Purchasing Officer under the contract awarded to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed

without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

27. RFP DOCUMENTS

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

28. DEBARMENT AND SUSPENSION

By submitting a proposal, the Proposer agrees that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, state or local department or agency.

29. CONFLICT OF INTEREST

The Proposer acknowledges that any contract(s) awarded under this RFP are subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

[Remainder of Page Intentionally Left Blank]

SECTION III - 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:

LANDSCAPING 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 altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. 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).

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State and Zip	Title of Signator
Telephone No.	Mobile No.
E-mail Address	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 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

SECTION IV– SCOPE OF WORK

There will be no official site visits for this RFP. Respondents are encouraged to visit the sites prior to submittal of proposal. Figures referenced below can be found in Appendix B – Service Locations.

A. General Provisions.

1. Minimum Qualifications: Vendors shall have a minimum of five (5) years' experience of providing similar services. A list of three (3) references must be included with the Proposal.

2. Vendors shall furnish all necessary supplies, labor, vehicles, and equipment necessary to perform the scope of work.

3. Vendors crew must be capable of communicating with the Vendors main office without leaving the job site (i.e. 2-way radio, cell phone, etc.).

4. Vendor must be able to travel to and provide these services within the city limit of the City of Sedona.

5. The City shall not provide office or storage space for the Vendor's supplies, vehicles, or equipment.

6. The Vendor will be allowed to dump debris under this contract at City facilities for no charge. The dumping location shall be the City's Maintenance Yard located at 2070 Contractors Road, Sedona, AZ 86336.

7. Contractor shall be licensed for weed killing applications and use an approved non-toxic weed killer Mirimichi, Weed Zap, or similar product. Contractor shall submit an MSDS sheet with actual product shall be provided to the Public Works Maintenance Manager for approval.

B. Locations & Services.

221 Brewer Road, Sedona, AZ 86336 (*Figure 1*)
Ranger Station Park, 250 Brewer Road, Sedona, AZ 86336 (*Figure 2*)
401 Jordan Road, Sedona, AZ 86336 (*Figure 3*)

Frequency: One (1) Weekly Service Visit

Contractor shall perform the following services for each of the above properties March through November:

- Weekly - Mow grass
- Weekly - Edge sidewalks and walkways
- Bi-Monthly - Trim bushes
- Monthly - Weed and general cleanup of flower beds
- Each visit- Landscaping debris cleanup and dump at the City's Maintenance Yard.

Landscape Maintenance State Routes 89A & 179 (*Figure 6*)

Frequency: One (1) Service Visit per Month

Contractor shall perform the following services:

- Trimming, cutting, pruning, weeding, removal of dead shrubs and clean up on Hwy 89A and 179 including Uptown and Upper Red Rock Loop by the High School.
- Includes all medians, sidewalk areas, and corners at roundabouts.
- Excludes: Grass areas on Hwy 179.
- Maintain two (2) feet from edge of sidewalk on 89 A and 179.
- Trimming trees and bushes on sidewalks to maintain six (6) feet height clearance.
- All shrubs and branches must be trimmed to maintain sight concerns and overgrowth.
- Contractor may use an approved weed treatment to treat weeds.
- Weeds must be maintained and not allowed to grow tall or in large patches.
- Project will include a minimum of one (1) complete rounds of maintenance per month.
- Trimmings and debris can be dumped at City Maintenance Yard.

Posse Grounds Park, 525 Posse Ground Road, Sedona, AZ 86336 (*Figure 4*)
Sunset Park, 655 Sunset Drive, Sedona, AZ 86336 (*Figure 5*)

Frequency: One (1) Annual Service Visit

Contractor shall perform the following services for each of the above properties:

Posse Grounds Park - Annual Landscape maintenance at Park Completed shall be coordinated with the Public Works Maintenance Manager and completed sometime between July and August or as directed by the Public Works Project Manager, Monday – Thursday.

Sunset Park - Annual Landscape maintenance at Park Completed shall be coordinated with the Public Works Maintenace Manager and completed Between October 15 and May 1 or as directed by the Public Works Project Manager, Monday – Thursday.

Both locations require:

- Landscape maintenance includes pruning of all bushes and trees (including large trees), the cleanup of all leaves and other debris, removal of all weeds, dead grass, and shrubs. Does not include cutting any grass at either park.
- Includes maintaining a two (2) foot cleared zone from edge of sidewalk to any bushes, trees, or other vegetation. Trimming of trees and bushes on sidewalks to maintain six (6) foot height clearance (vertical)
- Shrub trimming two (2) feet from the ground for fire wise protection.
- No weed killing applications
- Trimmings and debris can be dumped at City Maintenance Yard.

City Hall, 102 Roadrunner Drive & 55 Sinagua Drive, Sedona, AZ 86336 *(Figure 7)*

Frequency: One (1) Per Month

Contractor shall perform the following services for each of the above properties:

- Prune all bushes and trees around the perimeter of the complex and in the courtyard.
- Clean up and remove all leaves, pinecones, needles, and all other debris.
- Debris can be dumped at the City Maintenance Yard.

The above services shall be provided monthly for this location.

SECTION V – 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 _____ 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 _____ 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. **Respondents shall include all contact information and details of the project in a separate attachment**.

OWNER	YEAR	TYPE OF COMPLETED WORK	CONTRACT AMOUNT

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

Signed this _____ day of _____, _____ at _____
(day of month) (month) (year) (city, state)

NAME OF RESPONDENT: _____

_____
(Signature and Title)

APPENDIX A - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: _____

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 B – SERVICE LOCATION MAPS

APPENDIX B – SERVICE LOCATION MAPS

Figure 1 - 221 Brewer Road

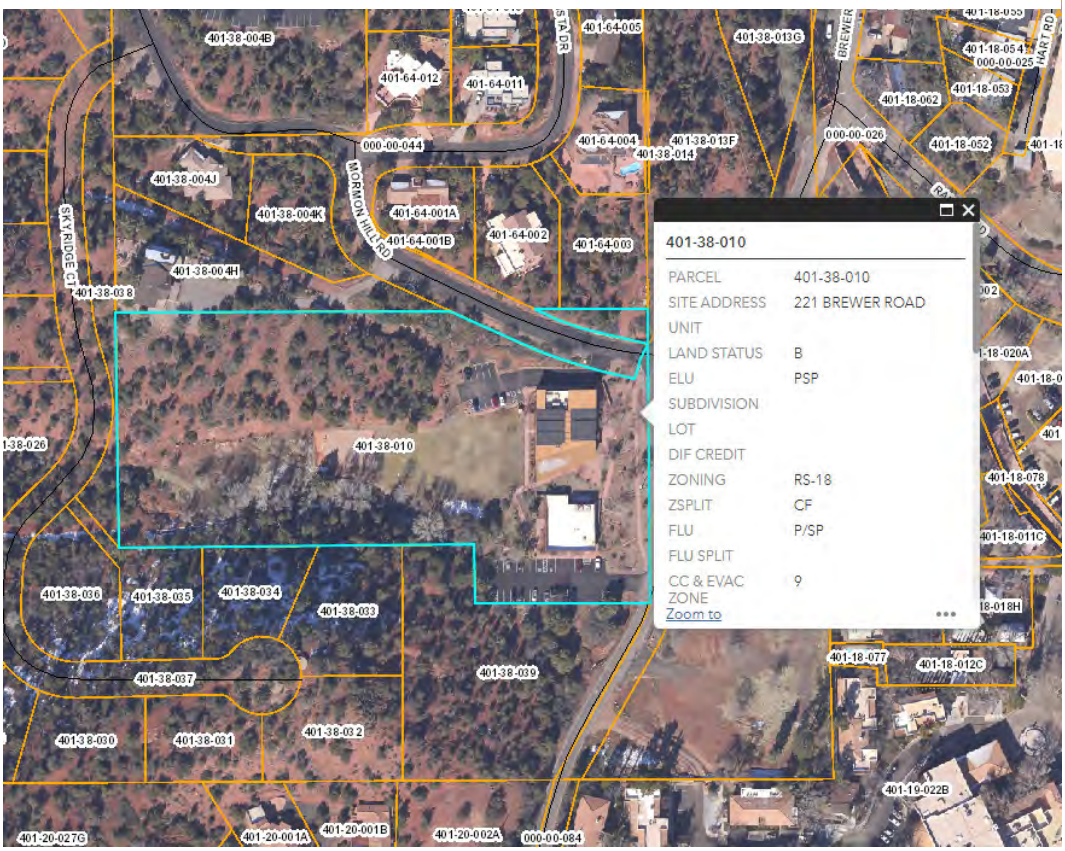
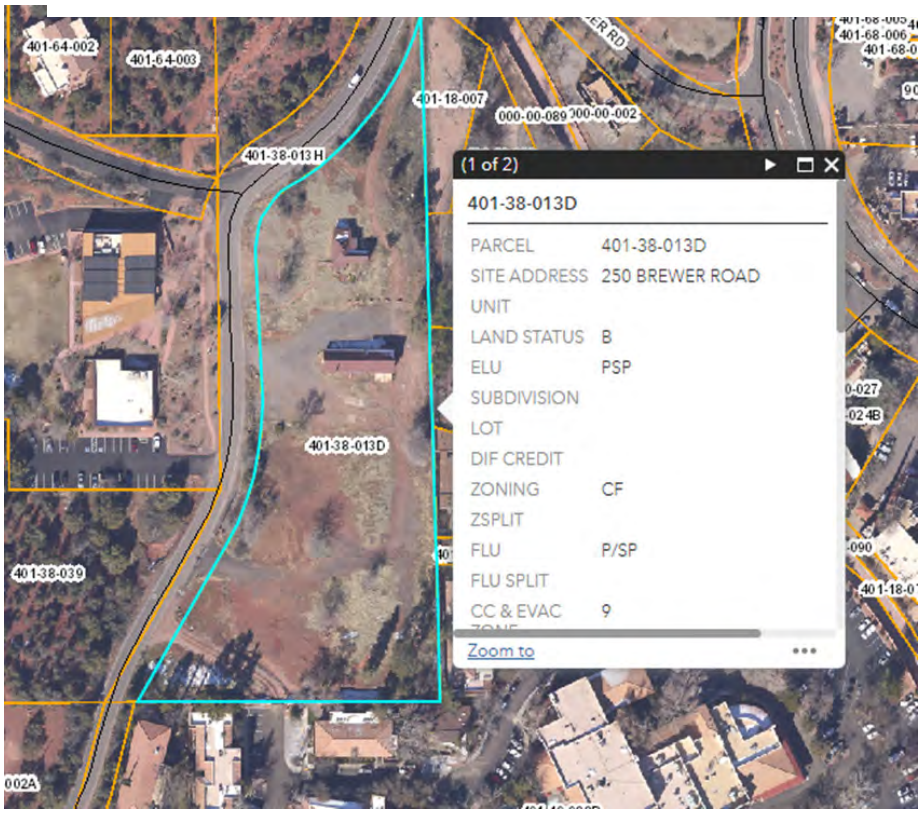


Figure 2 - 250 Brewer Road



APPENDIX B – SERVICE LOCATION MAPS

Figure 3 - 401 Jordan Road

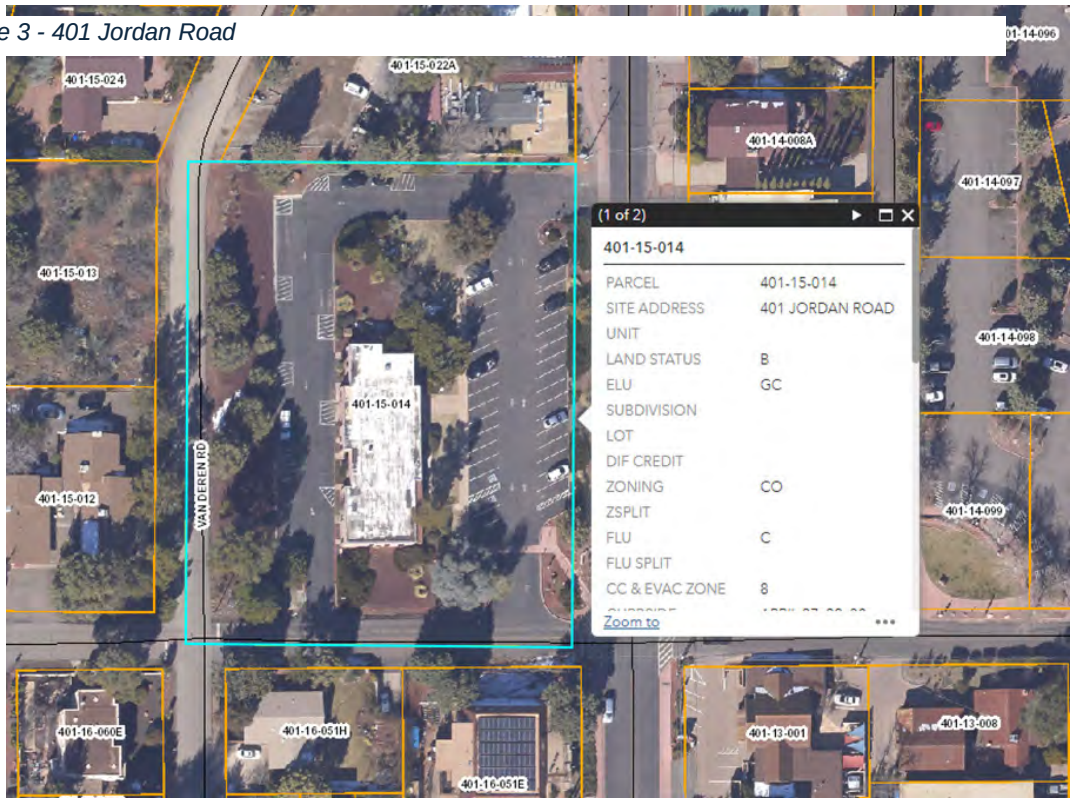
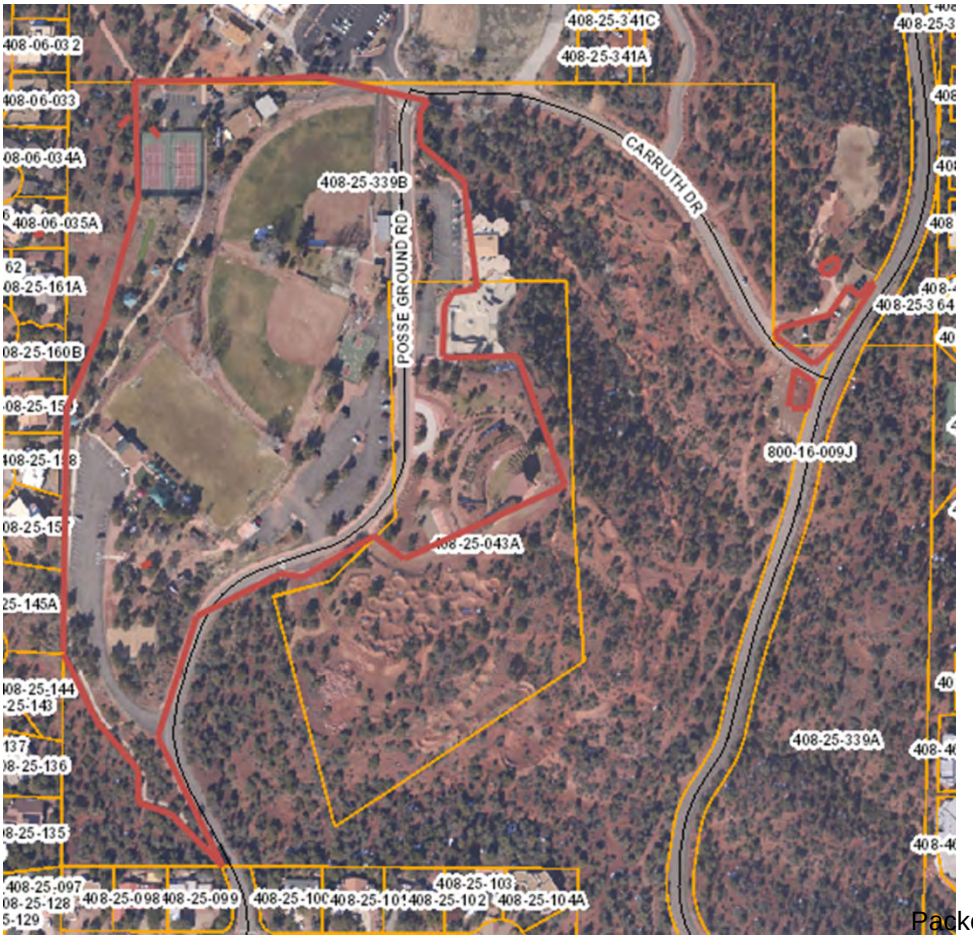


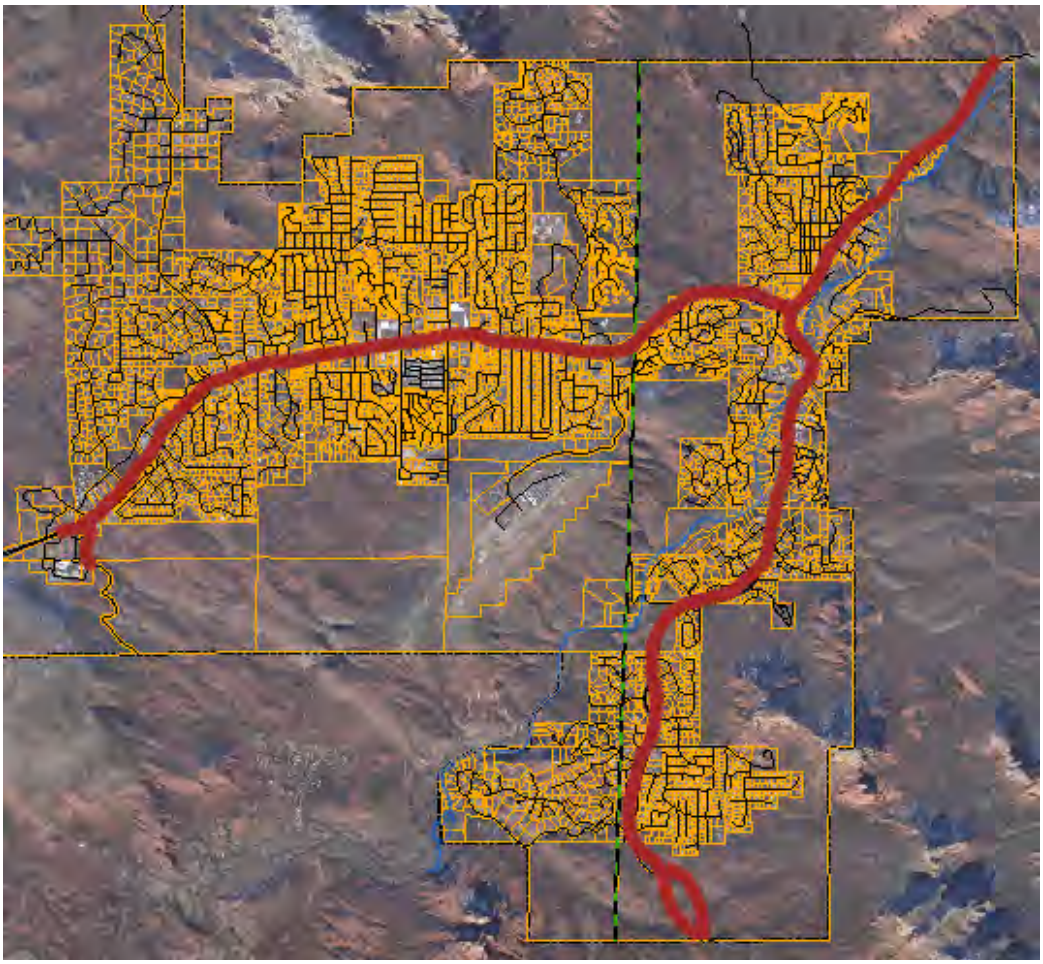
Figure 4 - Posse Grounds Park



APPENDIX B – SERVICE LOCATION MAPS

Figure 5 - Sunset Park

Figure 6 - State Routes 89A & 179



APPENDIX B – SERVICE LOCATION MAPS

Figure 7 - City Hall

ADDENDUM NO. 1

For

LANDSCAPING SERVICES
RFP No. 24-012

ISSUED

May 29, 2024

CITY OF SEDONA CONTACT

Ian Coubrough, CPPB
Procurement Officer
106 Roadrunner Drive
Sedona, AZ, 86336
icoubrough@sedonaaz.gov

The City of Sedona exclusively uses its website https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

RECEIPT OF ADDENDUM NO. 1 MUST BE ACKNOWLEDGED IN SUBMITTAL

ADDENDUM NO. 1

LANDSCAPING SERVICES

RFP No. 24-012

This Addendum is hereby made a part of the Request for Proposals documents to the same extent as if it were originally included therein. The following clarifications shall be made to the Request for Proposals and shall become a part of, and attached to, the Request for Proposals documents.

Prospective respondents are hereby notified of the following:

Answers to Prospective Respondent Questions

1. "Is the price to be set for the 3 years of the contract?"

   Answer: Yes. This is communicated to respondents in Section II.22 of the RFP and Section 8.A. of the Sample Contract.

2. "If awarded the contract can I choose to not spray for weeds or could I get a certain time to get my spraying license"

   Answer: The successful contractor will be required to manage weeds as specified in the Scope of Work. Contractor may choose to manage weeds without the use of chemical applications. However, should contractor use chemical applications, the relevant certifications will be required. No additional time will be provided to Contractor to comply with the requirements in the Scope of Work for the purpose of licensing.

3. "Includes maintaining a two (2) foot cleared zone from edge of sidewalk to any bushes, trees, or other vegetation. (can you clarify this part of the scope for me because at sunset park the times we have done this we got way more than 2ft we usually clear all the weeds in the gravel areas?"

   Answer: Successful Contractor shall maintain all areas specified for maintenance and the 2-foot cleared zone.

4. "At sunset park the general clean up of bushes dead trees and weeds includes all areas inside blue line? including trails?"

   Answer: Correct.

5. "Ranger station 250 brewer rd is this section I have marked a weekly mowing area as well?"

   Answer: Correct.

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

For

LANDSCAPING SERVICES
RFP No. 24-012

ISSUED

May 30, 2024

CITY OF SEDONA CONTACT

Ian Coubrough, CPPB
Procurement Officer
106 Roadrunner Drive
Sedona, AZ, 86336
icoubrough@sedonaaz.gov

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RECEIPT OF ADDENDUM NO. 2 MUST BE ACKNOWLEDGED IN SUBMITTAL

ADDENDUM NO. 2

LANDSCAPING SERVICES

RFP No. 24-012

This Addendum is hereby made a part of the Request for Proposals documents to the same extent as if it were originally included therein. The following clarifications shall be made to the Request for Proposals and shall become a part of, and attached to, the Request for Proposals documents.

Prospective respondents are hereby notified of the following:

Answers to Prospective Respondent Questions

1. "There is no mention of Pre-Emergent. Is there an expectation or required pre-emergent for the contract."

   Answer: Contractor shall only use pre-emergent that is organic and has been approved by the City Maintenance Manager prior to application. Use of pre-emergent is not required by the Scope of Work but is permissible provided the proper approval is received.

2. "Park Maintenance (Posse grounds park and Sunset Park) the service frequency says 1 annual service visit, but the scope breakdown lends itself to ongoing maintenance as opposed to a once a year clean up. Can you clarify?"

   Answer: Both parks shall be serviced annually. Language stating, "maintaining a two (2) foot cleared zone from edge of sidewalk to any bushes, trees, or other vegetation." Communicates that such cleared zone shall be maintained for the entirety of the sidewalk.

END OF ADDENDUM NO. 2

RFP 24-012 – Landscaping Services

Introduction

Patriot Landscape was founded in July of 2023 by Pat Galan and Don Barrand. They brought together their 50+ years of Landscape Maintenance knowledge and experience to create a better option for Northern Arizona. Don and Pat have grown from the bottom when it comes to Landscape, specifically in the commercial and municipal space. It is through that experience that they were able to couple it with Military practices of communication, logistics, planning and execution to bring a better solution to the market.

Experience

The Leadership of Patriot Landscape has partnered and worked with municipal partners to include The City of Scottsdale, The City of Glendale, The City of Buckeye, The City of Chandler, The City of Gilbert, The City of Mesa, The City of Tempe and ADOT. Due to this experience in maintaining Streets & ROW, Parks, Facilities and Freeways, Patriot has been able to present this proposal with success and satisfaction.

Key Personnel

Pat Galan: General Manager/Owner – Pat has over 25 years' Landscape Experience with some of the Largest Landscape Organizations locally and nationally. He has managed teams of 100+ people, is Spray Certified, a Certified Arborist and a Certified Desert Landscaper

Don Barrand: Director Of Development/ Owner – Don has over 15 years of Landscape Experience with some of the Largest Landscape Companies both locally and nationally. He has managed teams of 80+ employees and is a Disabled Marine Corps Combat Veteran.

Cody Pablo: Sedona Account Manager: Cody has 15+ years of small and mid-unit size management experience. His years as a leader have set him apart as a key element to any contract's success. He is also a Disabled Marine Corps Combat Veteran.

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RFP 24-012 – Landscaping Services

References

Name	Contract/Job & Job Length	Phone Number	Email
Fred Abraham	City of Glendale Parks/Maricopa County Flood Control – 6+ years	360.600.4160	
Fred Sanchez	City of Glendale Street & ROW 6+years	623.640.1061	Fsanchez@glendaleaz.com
Jeremy Hildebrandt	City of Scottsdale Streets & ROW & Parks – 12 Years	480-316-5698	Jhildebrandt@scottsdaleaz.gov
Chrystalyn Lash	Hoamco – Les Springs HOA (Sedona) – 6 months	928.282.4479	Clash@HOAMCO.com

Experience with Similar Projects.

- **Roadways, Highways, ROW's and Medians** – Patriot's Leadership team has worked with many municipalities in order to maintain the utility, safety and beauty of ROW's, and Medians. These municipalities include The City of Scottsdale, The City of Glendale, ADOT and the City of Tempe.
- **Facilities Maintenance –** Patriot Landscape understands the importance of maintaining the City of Sedona's Facility. Patriot Leadership has partnered with many cities to ensure the beauty and utility of city facilities. These Cities would include: The City of Phoenix, The City of Glendale, and the City of Scottsdale.
- **Park Maintenance –** Patriot Landscape specializes in large scale projects and understands the need for the annual clean-up/maintenance jobs at the parks listed in this contract. We have worked with many municipalities and their parks over the years. This included the day-to-day maintenance as well as the annual clean up, rejuvenation cutbacks, weed control and debris removal. Some of our previous partners in these areas include: The City of Scottsdale, The city of Glendale, The City of Scottsdale, The City of Tempe, and The City of Chandler.

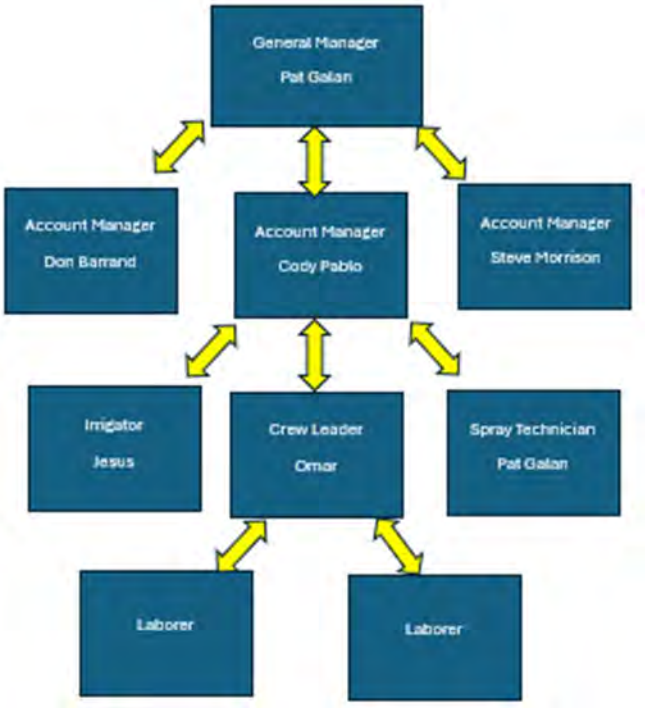
RFP 24-012 – Landscaping Services

Process Management

- Patriots Process Management is different than your typical landscape contractor. Patriot is built under the idea of small unit leadership, Structural support, and strong communication. Once the process has been started the Crew Leader will lead teams of 2-6 in their specific daily duties. That can include weed removal, weed eating, trimming, mowing or debris removal. This will also be overseen by an Account Manager. The Account Manager is the liaison between The City of Sedona, Patriot Landscape, and the crews. They manage the day-to-day process and execution in line with the weekly, monthly, seasonal, and annual goals. They also attend all meetings with The Cities Liaison, provide monthly reports and update the City on all happenings within the contract.

Customer Concerns

- Patriots' entire communication plan and hierarchy are based on customer concern. It is Patriot Landscapes' belief that it is better for us to see issues before the customer and inform them of it.
    - Management and Communication Hierarchy



- Communication Plan – It is imperative that the City of Sedona has access to our communication plan for the success of this contract. Our External communication plan is one of "over-communication". We mandate that our account managers communicate regularly, if not daily, with our clients informing them of what is happening and why. It is also mandatory that our Account Managers send a monthly report of what has been done, what has been seen and what will be coming up, whether it is seasonal or site specific. As far as internal communication, we additionally have mandatory weekly meetings between management and daily meetings between crews and their account managers. This allows us to be flexible to the needs of the client and contract, as well as keep all those involved appraised of the upcoming plans and needs.

RFP 24-012 – Landscaping Services

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Patriot Landscape Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3205 N Reed Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Chino Valley, Arizona, 86323

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
9 3 - 3 1 5 7 0 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person ▶ — Date ▶ 11/9/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

RFP 24-012 – Landscaping Services

PATRLAN-02 CUERO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Risk Management, LLC 4001 E McKellips Mesa, AZ 85215	CONTACT NAME: PHONE (A/C, No, Ext): (480) 924-1200	FAX (A/C, No): (480) 924-1211
	E-MAIL ADDRESS: service@southwestrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WESTFIELD INSURANCE COMPANY	24112
INSURED Patriot Landscape Services, LLC 3285 N Reed Rd Chino Valley, AZ 86323	INSURER B: AmTrust North America	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			063203W	10/5/2023	10/5/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			063203W	10/5/2023	10/5/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		WWC3681059	10/5/2023	10/5/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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RFP 24-012 – Landscaping Services

Spray License

Search Result(s): 1 matching record(s) found!

As of 06/05/2024

Row	Business Name	License No.	City	Expires	Status	More Info
1	PATRIOT LANDSCAPE SERVICES, LLC.	10361	CHINO VALLEY	05/31/2026	Active	

OK

ROC

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK HERE.

BUSINESS	NAME AND TITLE	LICENSE NO.	CLASS	QUALIFYING PARTY	STATUS	CITY, STATE, ZIP	PHONE	MORE INFO
Patriot Landscape Services, LLC	Patrick Lawrence Galan (Member) Donald Joshua Barrand (Member) Stephen Walter Morrison (Member) Patrick Lawrence Galan (Qualifying Party)	ROC 348682	CR-21 Hardscaping and Irrigation Systems	Patrick Lawrence Galan	Active	Prescott Valley, AZ, 86315	(480) 204-4693	More Info

RFP 24-012 – Landscaping Services

Certified Arborists

First Name	Last Name	City	State \ Province	Country	Credentials
Patrick	Galan	Prescott Valley	AZ	UNITED STATES	ISA Certified Arborist®

First Name	Last Name	City	State \ Province	Country	Credentials
Arturo	Rosales	Apache Junction	AZ	UNITED STATES	ISA Certified Arborist®

RFP No. 24-012

SECTION III - 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:

LANDSCAPING 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 altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. 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).

Patriot Landscape Services LLC	[signature]
Offeror (Entity Name)	Signature
3285 N REED RD.	Don Bowens
Street & Mailing Address	Print Name of Signator
CHINO VALLEY AZ 86323	owner
City, State and Zip	Title of Signator
928-356-2713	480-828-4329
Telephone No.	Mobile No.
Don@Patriot-LM.com	6/3/24
E-mail Address	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 received Date Received 5-29-24
Addendum 2 received Date Received 5-30-24
Addendum 3 _____ Date Received _____

RFP No. 24-012

SECTION V – 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 1 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 15 years.

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

N/A

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

OWNER	YEAR	TYPE OF COMPLETED WORK	CONTRACT AMOUNT
City of Glendale Parks	5 years 2022	Maintenance of weeds, mowing	$250,000 +
City of Scottsdale	15 years up to 21	maintenance weeds	1,300,000 +

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

Signed this 6th (day of month) day of June (month), 2024 (year) at Chino Valley, AZ (city, state)

NAME OF RESPONDENT: Patriot Landscape Services LLC (Don Barrard)

Owner

Mirimichi Green Express LLC

Safety Data Sheet

PRO WEED CONTROL
NON-SELECTIVE HERBICIDE

Date of printing : 10/27/2014.
Date of revision : 10/27/2014.
SDS No. : RS00000350243

Section 1. Identification

Product name : MIRIMICHI GREEN PRO WEED CONTROL NON-SELECTIVE HERBICIDE
For Organic Production

Supplier : Mirimichi Green Express LLC
418 Hermitage Rd
Castle Hayne, NC 28429
Phone: 910-602-1681
Fax-no.: 910-602-1685

Responsible name : **Emery Oleochemicals Product Safety & Regulations**
In case of emergency +1-800-424-9300 or +1-703-527-3887 (24 hour)

Product type : Liquid.

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 2A

GHS label elements

Hazard pictograms :

Signal word : Warning

Hazard statements : Causes serious eye irritation.

Precautionary statements

General : Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand.

Prevention : Wear eye or face protection. Wash hands thoroughly after handling.

Response : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

CAS number/other identifiers

Ingredient name	CAS number	%
Ammonium Nonanoate	63718-65-0	36 - 41
Other Ingredients		59 - 64

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention if adverse health effects persist or are severe. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Skin contact : No known significant effects or critical hazards.

Ingestion : Irritating to mouth, throat and stomach.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : No specific data.

Skin contact : No specific data.

Section 4. First aid measures

Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Section 6. Accidental release measures

Large spill : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mist. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Do not store below the following temperature: 0°C (32°F). Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

None.

Appropriate engineering controls : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment by a qualified industrial hygienist indicates this is necessary to avoid exposure to liquid splashes, mists or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

Skin protection

Section 8. Exposure controls/personal protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment by a qualified industrial hygienist indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment by a qualified industrial hygienist indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.

Color : Clear. Pale color.

Odor : Ammoniacal. [Slight]

pH : 8 to 9 [Conc. (% w/w): 40%]

Boiling point : 104.4°C (219.9°F)

Flash point : Open cup: Not applicable. [Product does not sustain combustion.]

Solubility : Easily soluble in the following materials: cold water.

Viscosity : Kinematic (room temperature): 0.61 cm^2/s (61 cSt)

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Incompatible materials : No specific data.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
PRO WEED CONTROL	LD50 Dermal LD50 Oral	Rabbit Rat	>2000 mg/kg >5000 mg/kg	- -

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
PRO WEED CONTROL	Eyes - Severe irritant	Rabbit	-	-	-

Section 11. Toxicological information

Information on the likely routes of exposure : Routes of entry anticipated: Dermal.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-
Packing group	-	-	-	-	-

Section 14. Transport information

Environmental hazards	No.	No.	No.	No.	No.
Additional information	-	-	-	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Section 15. Regulatory information

U.S. Federal regulations : **United States inventory (TSCA 8b)**: All components are listed or exempted.

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Immediate (acute) health hazard

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
PRO WEED CONTROL	100	No.	No.	No.	Yes.	No.

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : None of the components are listed.

Pennsylvania : None of the components are listed.

Canadian regulations

WHMIS (Canada) : Class D-2B: Material causing other toxic effects (Toxic).

Canadian lists : **CEPA Toxic substances**: None of the components are listed.
Canadian ARET: None of the components are listed.
Canadian NPRI: None of the components are listed.
Alberta Designated Substances: None of the components are listed.
Ontario Designated Substances: None of the components are listed.
Quebec Designated Substances: None of the components are listed.

International lists

National inventory

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)

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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

RFP 24-012 – Landscaping Services

Spray Log Report

Bus Lic No. 10361

Applicator Name:_____ **License #:**_____ **Date:**_____

Application Location (Name & Address):_____

Application Target: _____

Required: MSDS Label has been read and understood?_____ **(Initials)**

Required: Equipment has been calibrated to rates on Label?_____**(Initials)**

Equipment & Treatment Used

Treatment Name:_____ **Active Ingredient:**_____ **Epa Reg #:**_____

Amount of Treatment used in Mixture: _____

Treatment Name:_____ **Active Ingredient:**_____ **Epa Reg #:**_____

Amount of Treatment used in Mixture: _____

Total Water Used: _____ **Equipment Used:**_____

Site Condition

Weather:_____ **Wind:**_____ **Temp:**_____ **Time:**_____

Your Signature Agrees That:

- I Understand the Mix rates named on the label and that you understand how and why the product works on your target plants.
- I am using all the recommended PPE as listed on the product label.
- I fully understand the Material Safety Data Sheet for the product I am using.
- I understand Chemicals, Treatments and Pesticides are to be locked in designated locations only.
- I understand the publics safety comes first.
- I understand that I am liable to the State of Arizona for fraudulent statements or falsifying documents and forms.

Printed Name	Signature	Date

Warning: Pesticides can be harmful. Keep Children and pets away from pesticide applications until dry, dissipated, or aerated. For more information, please contact Patriot Landscape At 928.356.2713 – License #: 10361

Best and Final Offer

Patriot Landscape Services, LLC

Location	Frequency of Service Per Year	Original Price		Updated BAFO Pricing	
		Cost Per Visit	Total	Cost Per Visit	Total
221 Brewer Station	48	$345.23	$16,571.04	$345.23	$16,571.04
Ranger Station Park	48	$368.21	$17,674.08	$368.21	$17,674.08
401 Jordan Road	48	$260.65	$12,511.20	$ 260.65	$12,511.20
State Route 89A & 179	12	$13,071.71	$156,860.52	$12,721.39	$ 152,656.64
Posse Grounds Park	1	$4,140.00	$4,140.00	$ 4,140.00	$4,140.00
Sunset Park	1	$3,220.00	$3,220.00	$ 3,220.00	$3,220.00
City Hall	12	$1,642.73	$19,712.76	$ 1,642.73	$19,712.76
			$230,689.60		$226,485.72

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Patriot Landscape Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3285 N Reed Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Chino Valley, Arizona, 86323

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 3 - 3 1 5 7 0 3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 11/9/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY COUNCIL AGENDA BILL

AB 3088
July 9, 2024
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible action regarding conditionally approving a Development Agreement with BCT Sedona Multifamily LLC requesting exceptions under the DIGAH allowances for the provision of 54 units of housing including 27 affordable units at 60 Goodrow Lane, Sedona and subject to recommendations from Planning & Zoning Commission and final Council approval of the rezone request.

Department	Housing and Legal/Jeanne Frieder and Kurt Christianson
Time to Present	15 min
Total Time for Item	30 min
Other Council Meetings	NA
Exhibits	A. Development Agreement B. Land Use Restriction Agreement C. Location Map D. Project Plans and Renderings

Finance Approval	Reviewed 7/2/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend tentative approval subject to P&Z recommendations ABS 7/1/24

Expenditure Required
$ N/A
Amount Budgeted
$ N/A
Account No. (Description)

SUMMARY STATEMENT

Background: Housing affordability and accessibility continue to be critical issues in Arizona and throughout the country. Harvard University's Joint Center for Housing Studies report, *America's Rental Housing 2024,* reports cost-burden increases across the range of income levels and a dwindling supply of rental units which have contributed to rent increases outpacing income gains. Median rents have risen consistently since 2001, creating a 21 percent increase as of 2022, while renters' incomes have risen just 2 percent during the same period. In Arizona, the Arizona Voter's Agenda survey by the Center for the Future of Arizona published findings in May 2024 showing 80% of voters find rental prices "too high," 78% of voters support workforce housing options for essential workers, and 82% of all voters say, "State and local governments must do more to ensure that housing options are affordable and available to middle and low-income earners throughout the state."

Ensuring an adequate supply of affordable housing in Sedona is a key interest of City Council, established for years as a Council priority area. The 2020 Sedona Housing Needs Assessment and Action Plan by Elliott D. Pollack and Associates found that the affordable housing demand would reach nearly 1500 units by 2025 and that the lack of traditional apartment units creates a significant impediment to affordable housing in Sedona.

Over the past year, the Housing Manager has been working with BCT Sedona, a local business that provides affordable housing opportunities for local workforce, families and seniors. Operating in Sedona for more than two years, they currently own a mix of 22 properties, including single-family houses, condos and two multifamily buildings. Currently, these properties provide housing for 30 local children and 46 local employees, including teachers, firefighters, police officers, restaurant and hospitality staff.

This project, proposed by BCT Sedona Multifamily LLC, is a 54-unit apartment complex at 60 Goodrow Lane. The current proposal is for twenty-seven (27) of the units to be designated as affordable workforce housing for a period of ten (10) years with affordability levels at or below 120% AMI. All fifty-four (54) units will be deed restricted against short-term rentals for a period to be determined.

In order to develop the proposed project on the subject property, ultimately, a zone change and development review will need to be approved as well as exceptions to the height requirements of the LDC. While the zone change and development review are not being considered at this time, based on direction for these sorts of situations provided by Council at the June 12, 2024 Housing Work Session, the project is coming to Council at this time for policy direction regarding the proposed heights and setback.

The applicant is proposing multiple 3-story buildings that exceed the standard height requirements of the City. (See Exhibit D – Project Plans) While the City's Development Incentives and Guidelines for Affordable Housing (DIGAH) allows for administrative review (Community Development Director) of height increases up to an additional eight (8) feet above the standard height requirement of 22 feet, the preliminary plans show the buildings at heights of up to 20.5 feet above the standard height requirement. Therefore, this exception cannot be approved by the Community Development Director and, if it is to be allowed, must be approved by Council.

In order to assist Council in making a determination as to whether increased heights are appropriate in this location, the applicant has provided renderings showing how the heights would be perceived from various angles surrounding the property, including from W State Route 89A (Exhibit D).

The project is coming before Council at this time to provide policy oversight first before going before the Planning and Zoning Commission for design review and rezoning recommendations, as discussed at the June 12, 2024 City Council Work Session regarding procedures for this type of project.

The developer requests the following exceptions to the Design Incentives and Guidelines for Affordable Housing (DIGAH):

Pursuant to LDC Section 2.24E, a maximum height of 22 feet above natural grade (ANG) is permitted without alternate standards. Sedona LDC Section 8.8.D. (Affordable Housing Alternative Standards Request) and the Development Incentives & Guidelines for Affordable Housing (DIGAH) permits the Community Development Director to approve an increase of 8 feet of height for affordable housing projects if alternate standards are not being used, for a

maximum height of 30 feet ANG and permits the City Council to approve heights above 30 feet. For this project, the following heights are requested:

Building A: 40.5 feet ANG

Building B: 41 feet ANG

Building C: 42.5 feet ANG

Building D: 36.5 feet ANG

Building E: 35.5 feet ANG

Building F: 37.5 feet ANG

Building G: 33 feet ANG

Pursuant to Sedona LDC Section 8.8(B) (Minor Modification) and the DIGAH, the minimum front setback for the portions of Building A that are permitted additional height shall be 20 feet. The developer is requesting an exception to reduce the amount to 17 feet (Exhibit D).

At the June 12, 2024 City Council Work Session, City Council directed staff that, when projects are requesting LDC exceptions, the item may be brought to Council for a policy discussion prior to going through the more extensive development review and/or zone change process to minimize the potential of needing to make significant changes to the project. Based on the direction provided under this agenda item, staff will process the zone change and development review applications. This process involves the detailed review of the project, including traffic, site plan, building design, landscaping, lighting, color and materials, etc., and will require public hearings with both the Planning and Zoning Commission and City Council before a final decision on the project is made.

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

This project meets the Climate Action Plan tenets of equity, including housing equity, ensuring that members of the community have equitable, improved choices for housing with weatherization from the elements, leading to better health and well-being. Providing housing within the community where people work reduces emissions created by longer commutes.

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

While a recommendation is not applicable at this time, the Planning and Zoning Commission will conduct a public hearing for the required zone change and development review applications and provide a recommendation to Council.

Alternative(s): n/a

MOTION

I move to: conditionally approve the Development Agreement with BCT Sedona Multifamily LLC subject to design review and rezoning recommendations from the Planning and Zoning Commission and final Council approval of the rezone request.

WHEN RECORDED, RETURN TO:

City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, Arizona 86336

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF SEDONA AND BCT SEDONA MULTIFAMILY LLC

This Development Agreement ("Agreement") is effective as of the _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF SEDONA, an Arizona municipal corporation ("City"), and BCT SEDONA MULTIFAMILY LLC, an Arizona limited liability company ("Property Owner").

RECITALS

A. Property Owner owns certain real property located at 60 Goodrow Ln, Sedona, AZ, as more fully described in **Exhibit "A"**, attached hereto and made a part hereof ("Property").

B. Property Owner intends to improve and develop the Property by constructing certain residential improvements consisting of 54 multi-family apartment units ("Project") and requests certain Sedona Land Development Code (LDC) waivers pursuant to Sedona LDC Section 8.8.D. (Affordable Housing Alternative Standards Request) and the Development Incentives & Guidelines for Affordable Housing (DIGAH). The waivers are supported in furtherance of the goals of the Sedona Community Plan, including allowing densities greater than 12 dwelling units per acre (Land Use Policy 4.5) and minimization of asphalt coverage (Land Use Policy 4.8).

C. City desires that Property Owner construct the Project in order for the City to obtain public benefits which include stimulating overall economic development in the City and helping to ameliorate the City's affordable housing needs.

D. City desires that half of the apartment units be deed restricted affordable housing units at or below 120% AMI for 10 years and that all of the apartments be deed restricted against short-term rentals for 30 years.

E. This Agreement is entered into by authority of A.R.S. § 9-500.05, the City finding that the consideration and commitments herein from and to the Property Owner and the City are justified based on other consideration provided hereby, including without limitation the economic benefits to the City and the overall community resulting from this Agreement and that this Agreement is consistent with the Sedona Community Plan in effect on the Effective Date of this Agreement.

F. Pursuant to Arizona Revised Statutes § 9-500.05(A), the Sedona City Council has approved entering into this Agreement by Ordinance.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the City and Property Owner agree as follows:

1. Covenants of Property Owner. Property owner agrees as follows:

1.1 Project Construction. Property Owner shall construct the Project, substantially in the form as shown in **Exhibit "B"** attached hereto and made a part hereof ("Project Plans"), subject to the Sedona Land Development Code and the terms and conditions of this Agreement.

1.2 Affordability Terms/Lease Term/Short Term Rentals and Condominium Conversion Prohibition.

(A) For ten (10) years, beginning upon receipt of a Certificate of Occupancy for the Project, the Property and Project shall have not less than 27 distinct Affordable Units to be occupied by low-income households whose annual incomes at initial occupancy do not exceed one hundred twenty percent (120%) of the median income for the area, as determined by United States Department of Housing and Urban Development from time to time.

(B) The Property, Project, and the 54 units shall not be used for short-term rentals (rental terms of less than thirty (30) days) or conversion to a condominium or otherwise divide the Property for a period of thirty (30) years beginning upon receipt of all Certificates of Occupancy for the Project. Property Owner shall not lease any dwelling unit in the Project for an initial lease term of less than thirty (30) days. Any tenant shall not be allowed to assign a lease or sublease a dwelling unit without the express prior written consent of the Property Owner. If an assignment or sublease is approved by the Property Owner such assignment or sublease shall not be for a term less than the balance of the existing lease term , or for 30 days, whichever term is greater.

(C) Property Owner shall cause to be recorded, a deed restriction, limiting the rental of Property units in substantially the form provided in Exhibit "C" Land Use Restriction Agreement ("LURA") which will be effective for a minimum of 10 years from the issuance of a Certificate of Occupancy for the Project.

(D) The requirements of this Section 1.2 shall survive the termination or expiration of this Agreement.

2. Covenants of City. City agrees as follows:

2.1 Height Allowance. Pursuant to Sedona LDC Section 2.24.E, a maximum height of 22 feet above natural grade (ANG) is permitted without alternate standards. Sedona LDC Section 8.8.D. (Affordable Housing Alternative Standards Request) and the Development Incentives & Guidelines for Affordable Housing (DIGAH) permits the Community Development Director to approve an increase of an additional 8 feet of height for affordable housing projects if alternate standards are not being used for a maximum height of 30 feet ANG and permits the City Council to approve heights above 30 feet. For this project, the following heights are approved:

Building A: 40.5 feet ANG

Building B: 41 feet ANG

Building C: 42.5 feet ANG

Building D: 36.5 feet ANG

Building E: 35.5 feet ANG

Building F: 37.5 feet ANG

Building G: 33 feet ANG

2.2 Setback Variance. Pursuant to Sedona LDC Section 8.8(B) (Minor Modification) and the DIGAH, the minimum front setback for the portions of Building A that are permitted additional height shall be reduced by 15%, from 20 feet to 17 feet, to allow for a reasonable accommodation that will prevent undue hardship upon the Project.

3. DEFAULT; WAIVER.

3.1 Waiver. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition.

3.2 Default. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period"), after written notice thereof from any other party, shall constitute a default. In the event such default is not cured within the Cure Period, any non-defaulting party shall have the right to seek all of its rights and remedies, including injunctive relief or mandamus, in a court of competent jurisdiction. In all such cases of breach, the breaching party shall diligently undertake all reasonable efforts to cure the breach prior to expiration of the Cure Period. A party shall be in default under this Agreement if it fails to perform, in any material respect, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, and in such an event, each party shall be entitled to all available legal and equitable remedies, including, but not limited to, the right of specific performance, including all costs of enforcement of this Agreement.

4. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

4.1 Property Owner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that the City will not be subject to a claim for diminished value of the Property from the Property Owner or other parties having an interest in the Property or the Project, and any other right, duty, or obligation arising from the terms of this Agreement.

4.2 By signing this Agreement, Property Owner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Property Owner may have now or in the future under the provisions of A.R.S. § 12-

1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) arising from this Agreement and the construction of the Project pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act with regard to the Property arising from the this Agreement. Property Owner agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses arising from this Agreement, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws under this Agreement. Property Owner acknowledges and agrees that neither this Agreement nor any action of the City related thereto will result in a reduction of the fair market value of the Property as defined in A.R.S. § 12-1136.

4.3 This waiver runs with the land and is binding upon all present and future owners of the Property. Property Owner warrants and represents that it owns all right, title and interest to the Property, free and clear of any lien or encumbrance, and that no other person has an ownership interest in the Property. The person who signs this Agreement on behalf of Property Owner personally warrants and guarantees to the City he/she has the legal power to bind the Property Owner to the waiver provisions contained herein.

5. MISCELLANEOUS PROVISIONS.

5.1 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement and understanding of the parties hereto and supersedes all offers, negotiations and other agreements of any kind. This Agreement may be amended only in writing and signed by both parties. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party, without the prior written consent of the other party. Such consent may not be unreasonably withheld or delayed. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Project, and this provision has no effect on them. All exhibits attached to this Agreement are incorporated herein by reference as though fully set forth in this Agreement. The exhibits are as follows:

Exhibit "A" Legal Description of Property

Exhibit "B" Project Plans

5.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

5.3 Liability and Indemnification. The Property Owner shall unconditionally indemnify, protect, defend, and hold harmless City and its officers, employees, agents, contractors and representatives, from any and all claims, demands, losses, damages liabilities, fines charges, penalties administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs, expenses and attorneys' fees incurred in connection therewith arising directly or indirectly in whole or part out of this

Agreement, the Project, and/or due to actions or omissions by the Property Owner or its members, representatives, employees, agents contractors or representatives.

5.4 Notices. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or five (5) days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

If to City: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

With a copy to: City Attorney
102 Roadrunner Drive
Sedona, Arizona 86336

If to Property Owner: Bct Sedona Multifamily LLC

With a copy to: Aspey, Watkins & Diesel PLLC
Whitney Cunningham, Esq.
120 Soldiers Pass Road
Sedona, AZ 86336

5.5 Authority. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's Planning and Zoning Commission or any other regulatory boards or agencies of the City (however designated) to approve the plans for any aspect of the Project or other action required under this Agreement.

5.6 Time of Essence. Time is of the essence and a material provision of this Agreement.

5.7 Tax Consequences. City makes no representation concerning the tax consequences or liability resulting from this Agreement. The parties have each had an opportunity to consult with legal counsel concerning the terms and effects of this Agreement and either party's failure to do so is at its own choosing.

5.8 Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, relating to conflicts of interest.

5.9 No Personal Liability. No current or former member, official, or employee of the City or Property Owner when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Property Owner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Property Owner, as applicable, under the terms of this Agreement.

5.10 Compliance with All Laws; Termination for Violation of Law. Property Owner will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

5.11 Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

5.12 Effective Date and Term. This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall continue for 30 years thereafter.

5.13 Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successor and assigns.

5.14 No Third-Party Beneficiaries and No Partnership. This Agreement is made and entered into for the sole protection and benefit of the parties. No person other than the parties and their successors in interest shall have any right of action based upon any provision of this Agreement. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.

5.15 Governing Law/Jury Trial Waiver. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Yavapai County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Yavapai County, 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 Agreement or the subject matter thereof and consent to a trial to the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

CITY OF SEDONA,
an Arizona municipal corporation

_____
Anette Spickard, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

BCT SEDONA MULTIFAMILY LLC,
an Arizona limited liability company

By: _____
Manager

STATE OF ARIZONA
County of Yavapai

On this _____ day of _____, 2024, before me personally appeared _____ whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, and acknowledged that s/he signed the above/attached document.

_____
[Affix notary seal here] Notary Public

Exhibit "A"
(Property)

Exhibit "B"
(Project Plans)

Exhibit "C"
(Land Use Restriction Agreement)

WHEN RECORDED RETURN TO:
CITY OF SEDONA
Office of City Clerk
102 Roadrunner Drive
Sedona, AZ 86336

LAND USE RESTRICTION AGREEMENT

60 Goodrow Lane, Sedona, Arizona 86336

This Land Use Restriction Agreement (**"LURA")** is made as of _____, 202___, by and between **BCT SEDONA MULTIFAMILY LLC,** an Arizona limited liability company **("Developer")** and the **CITY OF SEDONA,** an Arizona municipal corporation (the **"City").**

RECITALS

A. Developer owns certain real property with plans to develop the Property with certain improvements including the construction of the Affordable Units (as defined below). The real property to which this LURA applies is located at 60 Goodrow Lane, Sedona, Arizona 86336 within the City of Sedona, County of Yavapai, State of Arizona and the legal description of such real property is set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Property").**

B. Developer desires to construct fifty-four (54) apartment units, twenty-seven (27) of which shall be affordable workforce multi-family apartment dwelling units **("Affordable Units")** on the Property. The Affordable Units located on the Property shall remain affordable for a period of ten (10) years **("Period of Affordability")** as affordable workforce housing.

C. In connection with a Development Agreement of even date herewith, the City and Developer are executing and recording this LURA with respect to the Property.

D. Developer, under the terms of this LURA, intends, declares, acknowledges and covenants for itself, and all of Developer's successors and assigns to the fee ownership or any other interest of title in or to the Property (collectively, **"Subsequent Developers"**) that the covenants, obligations and duties set forth herein are covenants running with the Property and are binding upon all Subsequent Developers during the Period of Affordability.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and such other covenants and conditions herein contained, the Parties do hereby agree for themselves, their heirs, executors, administrators, successors and assigns, that the following real covenants, conditions, and restrictions are created and established:

1. **Incorporation.** The above Recitals are incorporated herein as a substantive

portion of this LURA.

2. Affordability Restrictions. During the Period of Affordability, the Property and Affordable Units shall have not less than 27 distinct Affordable Units occupied for low-income households whose annual incomes at initial occupancy do not exceed one hundred twenty percent (120%) of the median income for the area, as determined by United States Department of Housing and Urban Development from time to time. Rents and resident households incomes shall not exceed the ARIZONA LOW INCOME HOUSING TAX CREDIT PROGRAM - IMPUTED INCOMES/ALLOWABLE RENTS published annually by the Arizona Department of Housing.

3. No Short-Term Rental Use or Condominium Conversion. Beginning upon receipt of all Certificates of Occupancy for the Project, and for a period of thirty (30) years thereafter, the Property, the Project, and the 54 units shall not be used for short-term rentals (rental terms of less than thirty (30) days) and shall not be subdivided or converted into condominiums. Property Owner shall not lease any dwelling unit in the Project for an initial lease term of less than thirty (30) days. Any tenant shall not be allowed to assign a lease or sublease a dwelling unit without the express prior written consent of the Property Owner. If an assignment or sublease is approved by the Property Owner such assignment or sublease shall not be for a term less than the balance of the existing lease term , or for 30 days, whichever term is greater.

4. Covenants Run with the Land; Successor Bound Thereby; Documents and Records of Compliance

(a) Upon execution and delivery by Developer, Developer shall cause this LURA and all amendments and exhibits hereto to be recorded and filed in the official records of the recorder's office for the county in which the Property is located, and pay all fees and charges incurred in connection with recording the LURA and all addenda and amendments thereto. Upon recording, Developer shall immediately transmit or cause to be sent directly to the City an executed original of the recorded LURA showing the date of the recording and the Recorder's Number.

(b) Developer intends, declares and covenants, on behalf of itself and all Subsequent Developers and operators of the Property, that during the term of this LURA, all of the covenants and agreements set forth in this LURA regulating and restricting the use, occupancy and transfer of the Property (i) shall be and are covenants running with the Property, encumbering the Property, and are binding upon all Subsequent Developers and operators of the Property, (ii) are not merely personal covenants of Developer, and (iii) shall bind Developer and all Subsequent Developers during the term of this LURA. Developer hereby agrees that any and all requirements of the laws of the State of Arizona to be satisfied in order for the provisions of this LURA to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privities of estate or title are intended to be satisfied hereby, to ensure that these restrictions will run with the land. For the term of this LURA, each and every contract, deed or other instrument hereinafter executed conveying the Property or any portion thereof shall expressly provide that such covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or any portion thereof provides that such conveyance is subject to this LURA. The Developer's obligations under this LURA are secured by the Deed of Trust.

(c) City or its designee has the authority to inspect, monitor or otherwise

ensure continued compliance with the terms of the LURA and the Lease. If the City demonstrates a satisfactory basis for same, the City may charge Developer a reasonable fee for compliance monitoring.

5. **Amendments.** No amendment to this LURA may be made without the prior written approval of Developer and the City. Developer hereby expressly agrees to enter into all amendments hereto which, in the opinion of counsel for the City, are reasonably necessary for maintaining compliance under Federal, State and local housing laws.

6. **Notices.** All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the following addresses:

To Developer:

BCT SEDONA MULTIFAMILY LLC

To the City:

City of Sedona
City Manager
102 Roadrunner Drive
Sedona, Arizona 86326

Developer and the City may, by notice given hereunder, designate any further or differentaddress to which subsequent notices, certifications or other communications shall be sent.

7. **Governing Law.** This LURA shall be governed by the laws of the State of Arizona and, where applicable, the laws of the United States of America.

8. **Severability.** If any provision of this LURA is held to be invalid by any court having jurisdiction thereof, the invalidity of such provision shall not affect the validity or enforceability of the remaining portions of this LURA.

9. **Counterparts.** This LURA may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached toa single copy of this LURA to physically form one complete original document.

10. **Notice under A.R.S. §38-511.** The City hereby gives notice, as required by Arizona law, of its right pursuant to the terms and requirements of A.RS. §38-511 to terminate this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF SEDONA,
an Arizona municipal corporation

By: _____
Scott M. Jablow, Mayor

ATTEST:

Date: _____

By: _____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

DEVELOPER:
BCT Sedona Multifamily, LLC, an Arizona limited liability company

By: _____

Its: _____
Manager

Date: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____, the Manager of BCT Sedona Multifamily, LLC, an Arizona limited liability company, on behalf of the company.

_____

Notary Public

My commission Expires:

_____

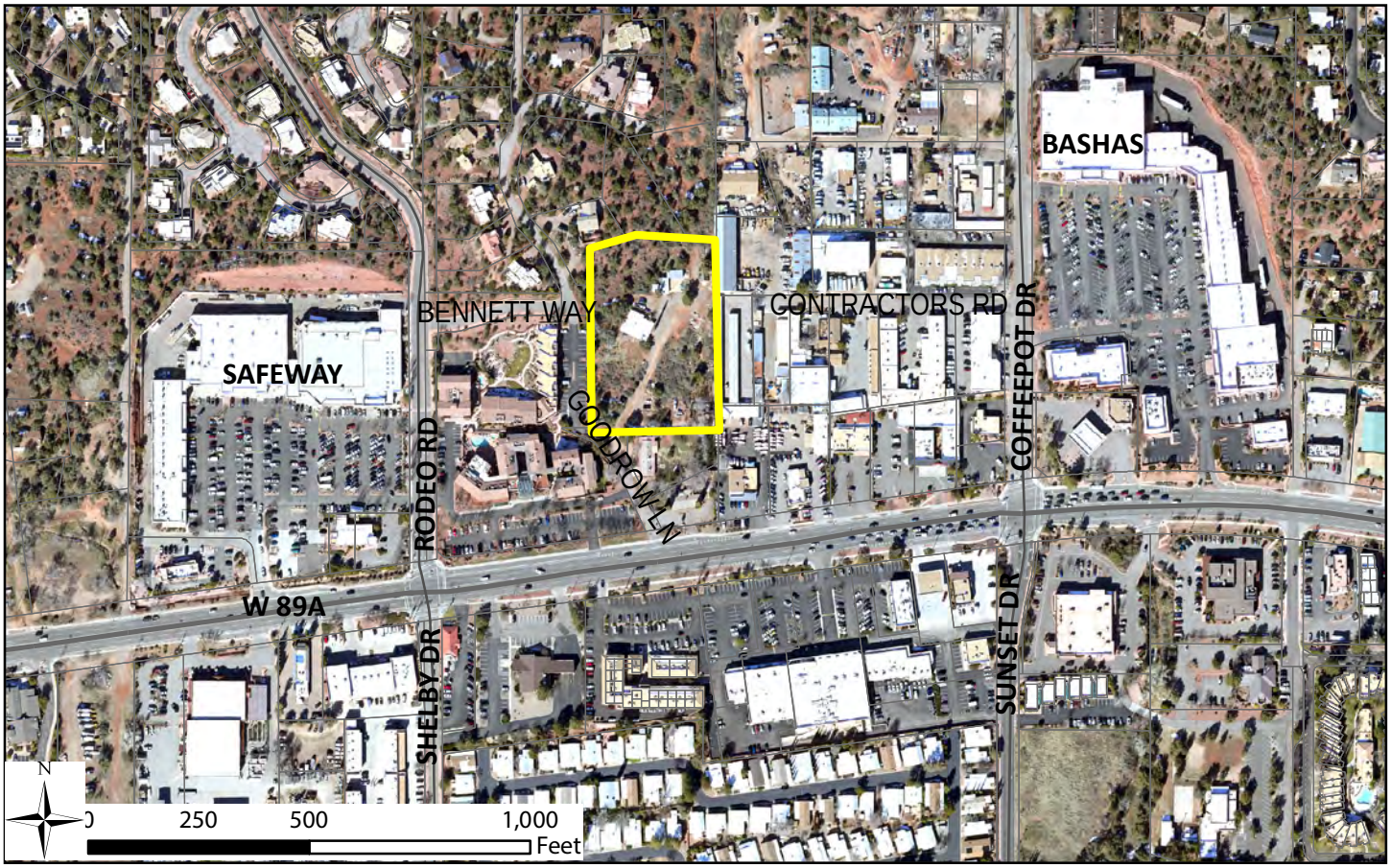
EXHIBIT A

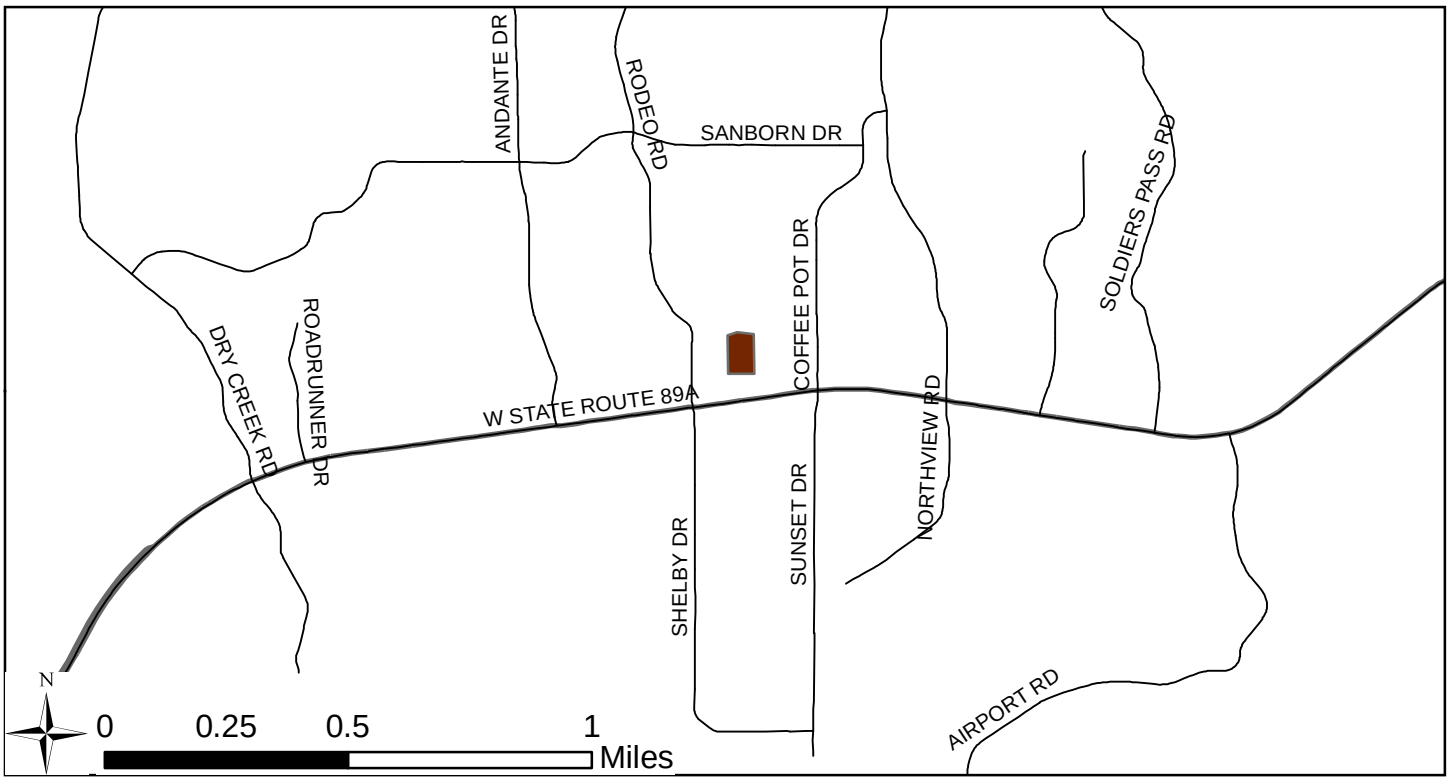
Legal Description of Property

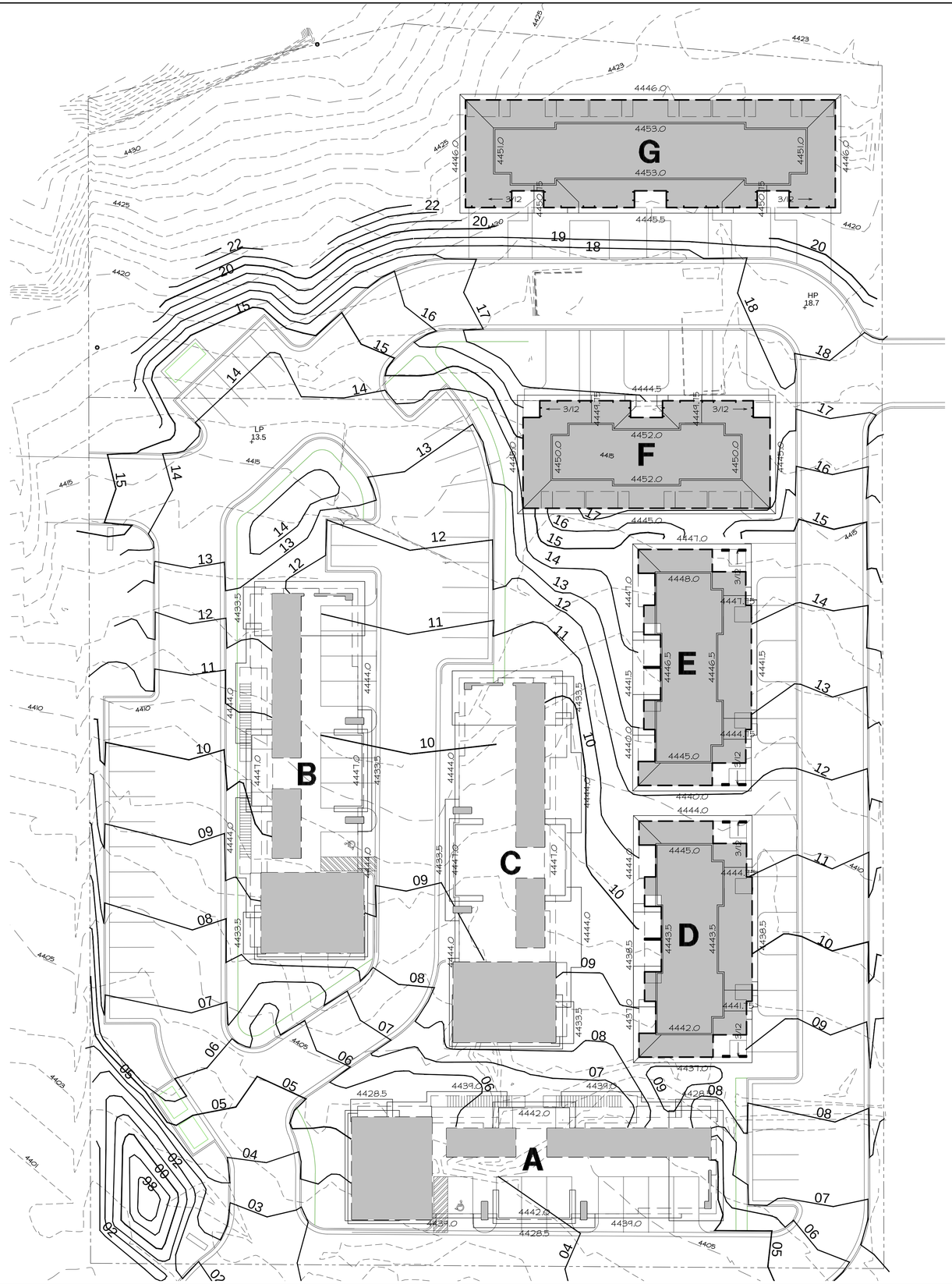
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Exhibit C

60 Goodrow, APN 408-24-069, 2.88 acres







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WORKFORCE HOUSING DEVELOPMENT FOR
BCT Sedona Multifamily LLC
PARCEL ID 408-24-069

60 GOODROW LANE
SEDONA, ARIZONA

summitdesign
architecture
p.o. box 681302 park city, utah 84068
435.649.2055

ROOF OVER TOPO

JUN 21 '24

1" = 20'-0"

SHEET
SD-1.01

1 A-2.02 STREET VIEW FROM 89A
NO SCALE

2 A-2.02 STREET VIEW FROM 89A / GOODROW
NO SCALE

4 A-2.02 VIEW FROM BENNETT WAY / GOODROW
NO SCALE

3 A-2.02 VIEW FROM WILDE PARKING LOT
NO SCALE

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WORKFORCE HOUSING DEVELOPMENT FOR
BCT Sedona Multifamily LLC
PARCEL IS 408-24-069

60 GOODROW LANE
SEDONA, ARIZONA

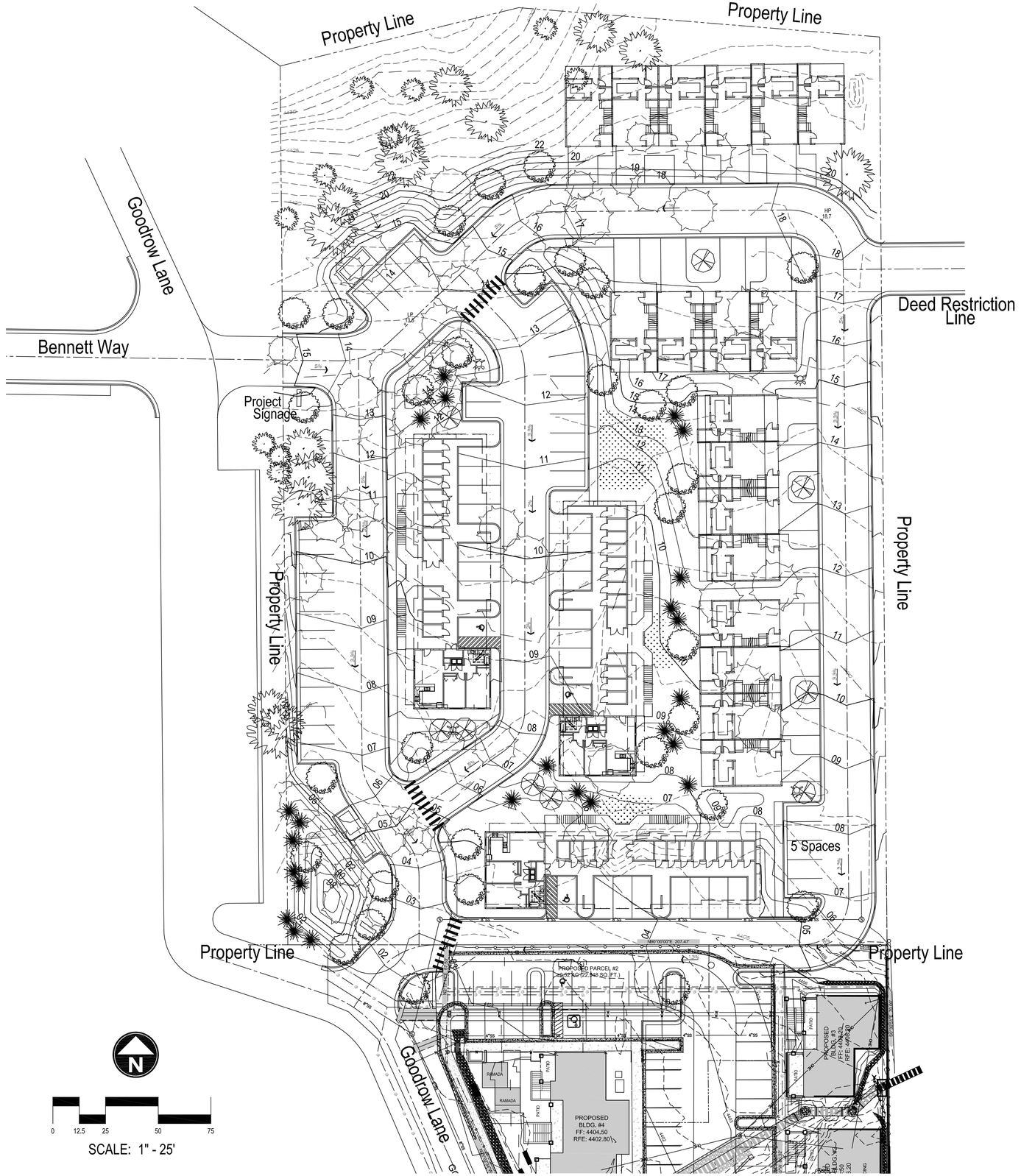
summitdesign
architecture
p.o. box 681302 park city, utah 84068
435.649.2055

SITE IMAGES

JUN 21 '24
1 2 3 4 5 6

NO SCALE

SHEET
SD-2.02



Existing Trees to Remain

Existing Trees to be Removed

Deciduous Trees

Ornamental Trees

Evergreen Trees

Lawn Area

March 30, 2023

60 Goodrow Lane Workforce Housing

Preliminary Plan

Sedona Arizona

LandSOLUTIONS
PLANNING & DESIGN

Post Office Box 683175
1750 Sun Peak Drive
Park City, UT 84068
435.901.3716
peteg@landsolutionspc.biz

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summitdesign
architecture

p.o. box 681302 park city, utah 84068
435.649.2055

LANDSCAPE PLAN

DATE	03/30/23					
1	2	3	4	5	6	

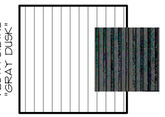
SHEET

L-1.0

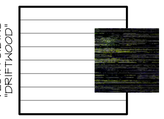
4 REAR ELEVATION
T-2.02 1/4" = 1'-0"

SHINGLES
HERITAGE
"RUSTIC REDWOOD"

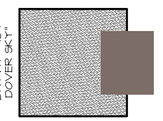
VERTICAL
VESTA SIDING
"GRAY DUSK"



HORIZONTAL
VESTA SIDING
"DRIFTWOOD"



STUCCO
DRYVIT "#104
DOVER SKY"



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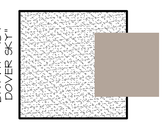
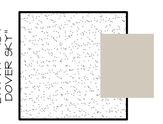
DRYVIT "#104
DOVER SKY"



STUCCO
DRYVIT "#104
DOVER SKY"



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WORKFORCE HOUSING DEVELOPMENT FOR
BCT Sedona Multifamily LLC
Parcel ID 408-24-069

60 GOODROW LANE
SEDONA, ARIZONA

summitdesign
architecture

p.o. box 681302 park city, utah 84068
435.649.2055

TOWNHOUSE ELEVATIONS
(BUILDINGS "D" AND "E")

AUG 21 '23

1 2 3 4 5 6

1/4" = 1'-0"

SHEET

T-2.02

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435.649.2055

MATERIALS

JUN 21 '24
1 2 3 4 5 6

SCALE AS NOTED

SHEET
MATS

CITY COUNCIL AGENDA BILL

AB 3085
July 9, 2024
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding the approval of the Western Gateway Master Plan Contract to Dig Studio, LLC in an amount not to exceed $254,242.00.

Department	Community Development/Steve Mertes
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Professional Services Contract B. RFP C. Western Gateway CFA

Finance Approval	Reviewed 7/2/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval ABS 7/1/24

Expenditure Required	
$	254,242.00
Amount Budgeted	
$	105,000.00
Account No. (Description)	10-6310-67-6405 Long-Range Planning – Professional Services, Remaining $150,000 will be transferred from PW 22-5320-89-68E6 Brewer Rd. SUP

SUMMARY STATEMENT

City staff is requesting City Council approval of a professional services contract with Dig Studio in the amount of $254,242.00 for the Master Plan process for the Western Gateway property. The scope of work for this project includes Project Management, robust Public Outreach with our residents, businesses and partners, the creation of three Alternative Concept Analysis Plan options and the creation of the final Master Plan. The project will also include a traffic (trip generation) and parking analysis, the development of high-level design guidelines, website management, Planning and Zoning and City Council Work sessions and a high-level implementation plan (priorities, budget analysis and funding mechanism recommendations.)

City Staff will also be requesting the approval of additional funds in the amount of $149,242.00. The additional funding needed is because the initial budget was estimated two years ago and

there is an increase in scope of the Master Plan, including increased public outreach, the development of the Master Plan beyond bubble diagrams, the traffic and parking analysis and the implementation plan that will better allow the transition to development.

Background: The Western Gateway property is comprised of approximately 41 acres of mostly undeveloped land bordered to the west and north by the Coconino National Forest, to the east by a large timeshare development and to the south by educational and commercial uses. It was bought by the City of Sedona in December of 2022 with the goal of being developed with mixed uses that support housing and the community. The current zoning is Planned Development (PD), and the property sits within the Western Gateway CFA (Exhibit C).

As a Council Priority, the RFP process was initiated in late March of this year. (See Exhibit B – RFP) It was the intention of the City of Sedona to procure the professional services of a consultant with experience and skills in Zoning and Land Use Planning and/or Design and Development (Consultant) to create a Master Plan for the Western Gateway property in accordance with planning best practices, the Sedona Community Plan, the Western Gateway CFA Plan, the Sedona Land Development Code (LDC) and applicable state and federal laws and regulations.

The RFP process culminated in Dig Studio being the winning firm. Dig Studio is located in Phoenix, and their team will include RSP Architects, The Barnhart Company (Community Engagement) and Lokahi, LLC (Traffic and Parking Analysis). The Master Plan process is anticipated to span 12 months and the breadth of the public outreach portion will be similar to that of the Community Plan update process including partner/stakeholder meetings, multiple public outreach meetings, project specific web site, surveys, etc. It will be a collaborative process with partners/stakeholders, residents, business owners, City Staff, Planning & Zoning Commission, and the City Council.

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

While Climate Action Plan/Sustainability consistency is not applicable to the approval of this contract, the Master Plan will take the recommendations of the CAP into consideration and the Master Plan will be evaluated for CAP/Sustainability consistency.

Board/Commission Recommendation: ☐**Applicable – X Not Applicable**

While there are no Commission recommendations applicable to the approval of this contract, the Master Plan will go through the Planning and Zoning Commission review process and there will be a Commission recommendation on the Master Plan before final review and potential approval by Council.

Alternative(s): Reject the bids and reissue a new Request for Proposals with a smaller scope to stay within the initial budget of $150,000. Or cancel the project.

MOTION

I move to: approve the professional services contract with Dig Studio, Inc. for the implementation of the Master Plan process, culminating in a final Master plan for the Western Gateway property in an amount not-to-exceed $254,242.00, subject to approval of a written contract by the City Attorney's Office, and to approve the transfer of funds in the amount of $149,242.00 to support the contract amount.

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") 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 **Dig Studio, Inc**. a Colorado Corporation ("CONSULTANT").

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 professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **Cultural Park Master Plan** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified 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 by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into

any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

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

E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the 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, Services, documents, designs, specification, and/or drawings by CONSULTANT.

F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the 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. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$254,242**. Except as otherwise set forth in this Agreement, 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, CONSULTANT 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 received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. 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, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT'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 CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. 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. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT 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.

7. **INSURANCE**.

A. General:

1. The CONSULTANT 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. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT'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 CONSULTANT'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. CONSULTANT 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 CONSULTANT 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 CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'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 CONSULTANT 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 CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT 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.

8. **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.

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on **September 30, 2025**, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If,

however, CONSULTANT 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 CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT 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 CONSULTANT in the event of termination upon notice. After termination, CONSULTANT 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 CONSULTANT 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.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement 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 Agreement or the subject matter thereof and consent to a trial to the court.

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

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

13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement 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 Agreement. In the event any term or provision of this Agreement 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 Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors 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).

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

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

    B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT 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 Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT 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 that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement 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 or transportation facility or improvement to real property.

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

E. CONSULTANT 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. The following is only applicable to construction contracts: CONSULTANT 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."

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

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

18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, 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 AGREEMENT, 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.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT 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 Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT 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: Steve Mertes 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	Dig Studio, Inc. Attn: Jeff Lothner 3003 N. Central Ave, Suite 800 Phoenix, AZ 85012

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this 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 Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT 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 CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement 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

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

DIG STUDIO, INC.

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

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).

Dig Studio Inc.
3003 N. Central Ave, Suite 800
Phoenix, AZ 85012
T: 602.595.4101
digstudio.com

To:	**Ian Coubrough**, Procurement Officer, City of Sedona
From:	**Jeff Lothner**, Principal, Dig Studio
	Jay Hicks, Principal, Dig Studio
Date:	June 26, 2024
Subject:	**Proposal for Professional Services for the City of Sedona Cultural Park Master Plan**

Dear Ian,

Dig Studio is pleased to present The City of Sedona (City) the following Scope of Services to provide Professional Services for the Cultural Park Master Plan. This will include thorough site evaluation and existing conditions assessments, stakeholder engagement, public involvement, planning, visioning, and a high-level implementation plan.

Dig Studio anticipates this contract to begin **August 5th, 2024 and extend to 52 weeks (356Calendar Days) to August 4th, 2025.** The current project schedule dates listed throughout are based on correspondence with the City of Sedona and may be modified with Client approval. The total number of meetings is identified in the Deliverables section under each task. For the professional services described in the following Scope of Work, Dig Studio proposes the following Professional Fee, to be completed on a Time and Materials Basis.

Scope and Fee for services to be provided by Dig Studio and Design Team
Our Team's proposed services include the following:

- **Project Management of consultant team, administrative tasks, and project design deliverables** by Dig Studio
- **Information Gathering and Analysis** by Dig Studio
- **Public Participation** by Dig Studio, Barnhart, and RSP
- **Analysis and Evaluation** by Dig Studio and RSP
- **Alternative Concept Analysis** by Dig Studio and RSP
- **Final Master Plan Report** by Dig Studio
- **High-Level Traffic Trip Generation Analysis** by Lokahi

Detailed Scope of Work:

Task 1 – Project Management – 12 Month Timeframe

The scope and deliverables outlined in Task 1 highlight a highly collaborative project and a team-oriented approach with an engaged and interactive project management style.

Task 1.1 – Project Management. Dig Studio shall establish a project management system to provide adequate scope, schedule and budget control and be responsive to input from the City. Dig Studio shall track all project correspondence within the team and with the City to ensure project progress, direction, and details are recorded for clear and open communication as well as, informed decision making. Dig Studio will submit timely and properly formatted invoices to the City Project Manager and Contracts Manager.

Coordination of All Submittals. Dig Studio shall coordinate the formatting and delivery of each submittal as required per task; both digital and hardcopy, as outlined in this proposal. As project manager Dig will coordinate all sub-consultants' deliverables and submittals; both individual and team wide.

Task 1.2 -1.3 – Project Meetings. Dig Studio shall arrange for a **Kickoff Meeting (1)** through the City Project Manager. This meeting shall serve to clarify the lines of communication and other administrative details. Dig Studio's Design Team shall then meet with the City for **Bi-Weekly Scheduled Project Meetings (206)** to report project progress, identify key issues, and review schedule, work completed, and deliverables status. Dig Studio will coordinate with the City of Sedona to schedule meetings and create meeting agendas. Meeting minutes documenting the decisions made and action items shall be prepared by Dig Studio and submitted to the attending parties.

Task 1.4 – Detailed Project Work Plan. Dig Studio shall maintain a project schedule showing project meetings, project deliverables, and the major milestones required by the City. The schedule shall be updated on a monthly basis.

Task 1 Deliverables:

Meetings with Client: (27 Total Meetings)

- Project Kick-Off Meeting (1)
- Project Design Meetings w/ City (26 Total)

Project Schedule

- Create and Maintain Project Schedule through Final Plan Deliverable

Task 2 – Information Gathering & Analysis

Task 2.1 –Stakeholder Interviews

Internal engagement with the City will include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on potential programs and services provided within the Park. These meetings are anticipated to be hosted and organized by City. We plan to assist and facilitate these in person meetings with:

- City of Sedona Planning and Cultural Park Team members
- Planning and Zoning Commission
- City of Sedona Council Members
- Various Regional Agencies
- Event Organizers
- Chamber of Commerce
- Neighboring Educational Institutions
- Adjacent Property Owners
- Park Maintenace + Operations Staff
- Others To Be Determined

Task 2.2 – Plans and Previous Studies Review
Review City's existing plans and policies which are relevant to the Cultural Park. This includes the Sedona Community Plan, Western Gateway CFA Plan, and the Sedona Land Development Code (LDC).

Task 2.3 – Site Data Gathering
Dig Studio will perform field surveys of the Cultural Park elements to document current site, structures and infrastructure conditions. The assessment will include existing park amenities, facilities, open space, and viewshed analysis. This analysis will consider examples of multi-family development on terraced hillside and mixed-use development in other communities, to help planning process participants understand some of the key issues and opportunities and help them to visualize a range of scales and types of development that might be considered for this plan.

- Ground Surveys and GIS Data Collection
- Vegetation and Natural Feature Inventory
- Architectural Studies
- Identify existing transportation infrastructure adjacent to the park including trail, road, bike, and pedestrian networks. Assess public transit connection and integration
- Program Analysis

Task 2.4 – Summary Presentation
The Team will organize all the people and place research completed in Task 2.1-2.3 into sequence of presentation segments, for use in subsequent community meetings. We will provide these to City in draft form for review and comment and will refine them into final memorandum that summarizes input the Team received about the Cultural Park during Task 2.1.

Task 2 Deliverables:
Design Team Deliverables

- Stakeholder Meetings (8 total, in person meetings will be those with stakeholder groups)
  - List to be finalized with the City of Sedona
  - Dig to provide to interview summaries
- Existing Conditions and Site Analysis Report; including a summary of existing park amenity conditions.
- Relevant Code and Previous Studies Review Summary

Task 3 – Public Participation

Task 3.1 – Public Engagement Program
The Master Plan Team will work with the City of Sedona Project Manager to develop a robust public involvement plan for Cultural Park that will feature a variety of outreach methods. As we develop a Public Engagement Strategy with the City, we will discuss both virtual and in-person options, identify key community members and collaborators, develop a schedule for the promotion and coordination of public input events, and identify specific stakeholder interview and focus group questions.

Task 3.2 -3.3 – Online Outreach, Website and Engagement Portal
Dig will prepare a project fact sheet, graphic and text content that will be put on City's web page in order to provide updates about the project and/or solicit input from the public about the project.

Dig will also generate content for the City to send through the City's social media platforms such as Facebook, Instagram and other platforms the City deems appropriate. The social media content will be centered around elements of the Master Plan and progress being made. A social media calendar will be developed so the team can organize post content in a systematic way and strategically aim to deliver the appropriate content at the appropriate times during the Master Plan process.

The Master Plan team will develop a general open link survey to gather public and stakeholder input as it relates to the Cultural Park Master Plan. The survey will be disseminated by email, hosted on the City's website, available at community events, and on Master Plan information pieces posted at key community gathering areas. For example: posters with Master Plan information and survey (QR code), posted at places where the community typically gathers, such as grocery stores, community centers, libraries, etc.

Task 3.4 –Public Outreach Meetings and Community Workshops
Our Team will define the details as well as determine the workshop format – these will be developed in close consultation with the City – the objective and result is to provide and receive information on all the main topics in an organized manner, so that we leave the workshop with a clear idea of the community's preferences, concerns, and priorities. These techniques will be accessible to all community members and foster community buy-in and ownership of the final plan

Community Workshop #1 - We will work closely with City staff to schedule and organize the meeting and will prepare flyers and web announcements for publicizing this initial community meeting. In this workshop we will present background information –an overview of the Plan Area and primary goals, an overview of Verde Valley Existing Conditions and Gap Assessment, an overview of mixed-use residential development in general. Alternatively, we can organize discussions by topic at stations around the room to allow people to focus on subjects of most interest to them.

Community Workshop #2 - Based upon the input received during the online survey and community during meeting #1, Dig will present the recommendations and three (3) conceptual plans, and will invite questions and discussion. The details of the community meeting format would be worked out in consultation with City staff, but its main elements would include:

- Summary presentation of the online survey results and main points of stakeholder input to date
- Presentation of 3 conceptual Plans
- Small group discussions focused on specific areas of focus, i.e. Housing type, Public Realm Character, Massing and Design, to name a few
- Findings will be reported and common themes/next steps will be identified

Community Workshop #3 - Dig will provide the recommendations derived from the previous meetings, the three (3) conceptual plans, and the preferred Master Plan Option. The details of the community meeting format would be worked out in consultation with City staff.

Task 3 Deliverables:

Meetings with Public, City & Stakeholders: (15 Total Meetings)

- Public Participation Plan
- Public Meetings (3 total)
  - Information Gathering (In Person)
  - Initial Alternatives and Strategies Review (In Person)
  - Final Master Plan Presentation
- Planning and Zoning Commission + City Council (2 Total)

Design Team Deliverables:

- Presentation Graphics for Public Meetings
- Public Meeting Summaries

Task 4 – Analysis and Evaluation

Task 4.1 – Land -use Policy and Regulatory Analysis
Dig and Team will review the City Community Plan, Western Gateway CF, the LDC, all applicable federal, state and local laws, and

will prepare a short report and presentation summarizing policies, programs, regulations and actions that are supportive of or potentially in conflict with the objective of fostering sufficient housing supply and mixed-use development within the Plan area, preserving viewshed to the north, and maintaining access to trails and national forest. Maps and diagrams will be prepared illustrating these findings.

Task 4.2 – Existing Conditions Mapping and Analysis
Dig will integrate topographic surveys provided by City, and other analysis as appropriate. We will photo document the Plan Area and prepare a unified planning base map of the Plan Area and vicinity, based on GIS data and on satellite photography and mapping data. Base maps will be prepared in AutoCAD and Adobe Illustrator formats for use by the Team throughout the plan preparation process.

This analysis will consider examples of multi-family development on terraced hillside and mixed-use development in other communities, to help planning process participants understand some of the key issues and opportunities and help them to visualize a range of scales and types of development that might be considered for this plan.

Dig will also prepare a sequence of analytical diagrams that clarify existing architectural and development patterns in Sedona and surrounding the Plan Area. Topics addressed will include existing block and street network patterns, existing building footprint patterns, existing building heights and massing types, existing parking lots and existing design character. Photography of existing development, streetscape and public spaces will be included.

Task 4.3 – Planning and Design Principles
Based on the analysis described above, input from public participation, stakeholder interviews, and through consultation with City staff, the Team will prepare an organized set of planning and design principles. These principles will be based on the values of the current City Community Plan and Western Gateway CFA, on the essential and historic nature and character of Sedona, on current best practices for higher-density, mixed-use and attainable residential development, and will seek to begin to synthesize and balance these and other factors toward a vision for the Plan Area.

Task 4 Deliverables:

- Base Map – AutoCAD, Illustrator, GIS
- Architectural Diagrams & Precedent
- Planning and Design Principles

Task 5 – Alternative Concept Analysis

Task 5.1 – Visioning, Conceptual Plans, Diagrams, and Illustrations
Based on initial rounds of public outreach and input, seen and learned through analysis, stakeholder interviews and community meeting #1, we will propose a series of concepts, including housing and mixed-use development types and adaptive reuse possibilities, streetscape, mobility, connectivity and public realm improvements, and trail and national forest access points design. An important step in this work will be a half- or full-day charrette in our Phoenix office, in which our full Team will work rapidly and collaboratively to generate an initial set of building form alternatives, public realm plan alternatives, and network and connectivity alternatives.

We would invite City staff representatives to join us for portions of this working session or can later brief staff on the results. After reviewing these concepts and interventions with Staff, we will illustrate these concepts and suggestions through a variety of media, including hand sketches, neighborhood diagrams, 3D modeling, and photographs of precedents that illustrate building and public space typologies and design character that may play a role in the plan. Then, depending on direction from City staff, we will finalize the concepts into three (3) conceptual plans and share these concepts with key stakeholders prior to presenting them at community meeting #2. The Alternative Conceptual Plans will include the previously mentioned site plans, photos, graphics, tables, matrices, and other methods for facilitating easy use and understanding of the plans.

Our team will develop a comprehensive plan that develops strategies to preserve, enhance or transform existing park amenities,

facilities, open spaces and trails. We will build defendable recommendations for thoughtfully integrated development, park amenities and facilities to respond to future demands. Our team will recommend updates to existing park site that identifies and prioritizes recommendations and modifications to existing park programs, amenities, facilities, open space system and connectivity.

Task 5.2 – Planning & Zoning Commission / City Council Study Session(s)

We anticipate that the initial three (3) conceptual plans will receive input from the Planning & Zoning Commission / City Council and may take the form of a study session, or two successive study sessions. We find these to be valuable forums that allow an open discussion of the possibilities, enabling us and the public to get a clear sense of the direction and preferences coming from the City leadership, and allowing the leadership to hear the community concerns and aspirations. We listen very carefully to the feedback we receive, refining and adjusting our suggestions and developing alternative conceptual plans in response to the on-going community conversation. Dig Studio anticipates a total of two (1) Planning and Zoning Commission Presentation and (1) City Council Work Session Presentation. Dig Studio will produce graphics, assist with presentations, and record feedback.

Task 5.3 – Architectural Typology Studies

Our team will develop a variety of Architectural typologies that respond to the site, current plans, priorities and provide a high-level plan for implementation. This will also include high level design guidelines providing vision, precedent, and material look and feel.

Task 5.4 – Open Space Management Policy Recommendations

Our team will develop a high-level plan that includes strategies and priorities for Open Space within the Cultural Park, as well as connectivity to adjacent open space, trails and recreation programs and services.

Task 5.5 – Implementation Plan

Our team will develop a high-level implementation plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the Cultural Park, open space, trails and recreation programs and services.

Task 5.6 – Partnerships Recommendations *If Applicable

Our team will identify key Partners in program and governance, these would be in response to findings from Task 5.8.

Task 5.7 – Areas of Service Recommendations (Future Projections) *If Applicable

Our team will inventory priorities and services currently provided, and provide a high-level needs assessment based upon our Community workshops and findings from Task 5.8.

Task 5.8 – Programming Plan based on Demand Analysis

Dig Studio will assess Cultural Park program based on anticipated demand. The design team will incorporate data and analysis into graphic formats for discussion with the City Staff, and other involved entities.

Task 5 Deliverables:

- 3 Concept Plans – AutoCAD, Illustrative Plans
- Planning & Zoning Commission and City Council Work Session Presentation Graphics
- Architectural Typologies and Precedent
- Implementation Diagram
- Programming Plan

Task 6 – Final Master Plan Document

The culmination of our collaborative journey with the City of Sedona in shaping the future of the Cultural Park, will be the creation of the Final Master Plan Document. This document will encapsulate the collective vision, thoughtful analyses, and strategic planning efforts dedicated to revitalizing and sustaining the park.

Task 6.1-6.4 – Final Master Plan Preparation

Dig will compile input from Task 1 through Task 5.8 and finalize the conceptual plan that receive the most community support and with the best chance of market-drive implementation, based on feasibility evaluation from our Team and City into the final master plan. This Plan is essentially a "preferred alternative" that still has a range of contingent sub-alternatives that will allow the plan to respond to market conditions over time. The Final Master Plan will include a conceptual plan for new development, table and matrices of the plan, public realm and connectivity diagrams and illustrations, and clear descriptions and illustrations of the range of development types and the scales and characters of development and to be enabled by current or updated zoning if applicable. The Final Master Plan will be presented with City, Planning & Zoning Commission and City Council, and other involved parties identified by City, below we present an early draft overview of the key elements that will be included in the **Final Master Plan Document**.

Introduction

- Executive Summary of Tasks

Existing Conditions and Analysis

- Diagrams of the existing conditions including all aspects of the park site; including but not limited to program, connectivity, physical, built and natural features, and utilities.

Public Participation Summary

- Overall Summary of Stakeholder and Public Engagement

Master Plan Recommendations

- Vision Statement + Project Goals
- Graphics depicting overall vision and direction for the future of the Cultural Park:
    - Overall Master Plan Options (3)
    - Proffered Overall Master Plan Option
    - Site Diagrams
        - Vehicular Circulation + Parking Diagram
        - Pedestrian Circulation
        - Programming + Amenities Diagram
        - Building and Structures

Implementation Plan

- High-Level implementation matrix including priorities, high level budget analysis and funding mechanism recommendations.

Task 6 Deliverables:

- Final Master Plan Document
- Presentation Materials

Fee Proposal:

For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following Professional Services Fee, to be billed on a time and materials basis.

TASK NUMBER	TASK NAME	DESIGN FEE
Task 1	Project Management	$ 28,540
Task 2	Information & Data Gathering	$ 19,960
Task 3	Public Participation	$ 17,290
Task 4	Analysis and Evaluation	$ 18,050
Task 5	Alternative Concept Analysis	$ 26,720
Task 6	Final Master Plan Document	$ 38,690
DIG STUDIO PROFESSIONAL SERVICES T+M FEE:		**$ 149,250**

SUB-CONSULTANT	PRIMARY SCOPE	DESIGN FEE
RSP	Architecture & Planning	$ 61,052
Banhart	Public Engagement	$ 13,000
Lokahi	Traffic (OWNER REQUESTED SERVICE)	$ 3,990
SUB-CONSULTANT PROFESSIONAL SERVICES T+M FEE:		**$ 78,042**

SUB TOTAL DESIGN TEAM PROFESSIONAL SERVICES T+M FEES (Tasks 1-6):	**$ 227,292**
EXPENSES ALLOWANCE	**$ 2,500**
ADDITIONAL TRAFFIC ANALYSIS ALLOWANCE	**$ 1,950**
CITY CONTINGENCY ALLOWANCE	**$ 22,580**
TOTAL DESIGN TEAM PROFESSIONAL SERVICES T+M FEES + ALLOWANCES:	**$ 254,242**

Excluded Services (Not in Scope)

See exclusions throughout scope document, including subconsultants, for more detail. Services in addition to Dig Studio's Scope of Work, when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional Services shall include, but are not limited to the following:

A. ADDITIONAL MEETINGS - meetings in excess of those indicated in each stage of the Scope of Work, including Community Outreach.
B. DELAYS AND TIME EXTENSIONS beyond the duration listed above or due to issues out of the consultant's control.
C. GEOTECHNICAL analysis is not part of this scope
D. STATISTICALLY VALID SURVEY, NEEDS ASSESSMENT AND GAP ANALYSIS are not part of this scope.
E. TOPOGRAPHIC SURVEY is to be provided by the City and is not part of the base scope.
F. OTHO IMAGERY is not included as part of this project.
G. BATHYMETRY is not included as part of this project.
H. RESOURCE MANAGEMENT POLICY RECOMMENDATIONS for Highlands Ditch, Trails, and Pasture Management are not part of this Scope.
I. DETAILED FUNDING STRATEGIES are not part of this Scope. Implementation Plan is to remain high-level..
J. DETAILED BUILDING DESIGN is not included within Scope.
K. TRAFFIC STUDY is not included in Scope.
L. HYDRAULIC ANALYSIS AND MODELING is not included within Scope.

Dig Studio Billing Rate Table:

Category	Amount
Sr. Principal	$ 230
Principal II	$ 210
Principal I	$ 185
Sr. Landscape Architect	$ 160
Landscape Designer III	$ 135
Landscape Designer II	$ 115
Landscape Designer I	$ 110

Reimbursable Expenses:

Printing, reproduction, postal delivery, travel, mileage, and meals will be billed at cost and will not exceed $10,000 for the full design team. Payment will be based on progress billings and reimbursable schedule as defined in Scope of Services above. Dig has estimated the basic deliverables and costs associated with travel for in-person meetings specified within scope outlines above.

- Any approved reimbursable expenses will be paid at the actual cost without any markup.

Attachments:

1) Detailed Fee Schedule
2) Detailed Subconsultant Scope and Fee:
   a) Lokahi

These fees are based on our current understanding of the project and desired scope of services, and we would appreciate the opportunity to further tailor the scope and fee to best meet your project requirements.

Sincerely,

Jeff Lothner, PLA
Principal, Dig Studio, Inc.

CITY OF SEDONA

REQUEST FOR PROPOSAL

CULTURAL PARK MASTER PLAN

City of Sedona exclusively uses its eProcurement System (https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant/non-responsive. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

REQUEST FOR PROPOSALS

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SECTION I - INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The City of Sedona, Arizona (City) is announcing a Request for Proposals (RFP) from qualified Design and Development Firms to provide professional services for the creation of the Master Plan for the Sedona Cultural Park (Cultural Park). The portion of the Cultural Park consists of 5 lots addressed as 45, 75 and 105 Cultural Park Place and 135 and 4245 Arts Village Dr. (Parcel Numbers: 408-47-004C, 408-47-004W, 408-47-007, 408-47-009A and 408-47-009B respectively.) This request does not include the approximately 5.25 acres of Phase I, addressed as 40 Cultural Park Place. (Parcel Number 408-47-008).

2. SCOPE OF WORK:

Contained within the Scope of Work (Section V) 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 through Addenda to this RFP, contract negotiations, or amendment(s) to the awarded contract.

3. SUBMITTAL REQUIREMENTS:

Respondents shall submit proposals via the eProcurement system in PDF format. Proposals will be received by the City until the date and time listed in Section I.14 Proposed Schedule.

4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 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 proposal submittal deadline. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

Proposals shall include the following required information:

A. Letter of Transmittal

The letter shall include the following elements:

1. Statement of understanding of the work to be performed.
2. Statement of affirmation of the firm's qualifications for professionally and expertly conducting the work as understood.
3. The firm's contact person concerning the proposal and a telephone number and e-mail address where that person can be reached.
4. Signed by firm's authorized representative.

B. General Profile of the Firm

The general profile shall include the following information:

1. A brief statement indicating the firm's experience in conducting work similar in nature to that sought by this RFP. Prepared brochures may be submitted as a part of this profile as long as they specifically address the experience of the firm related to the work to be performed.
2. How long firm has been in business.
3. The location of the firm's office serving this project.
4. Resumes of individual consultants or employees proposed to conduct the work for the City and the specific duties of each consultant or employee relative to the City's proposed work.
5. A brief reference list of other municipalities served by the firm shall be provided along with telephone numbers and names of contact persons.
6. Samples of similar projects performed and completed for other municipalities.
7. Any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. Explanation of Work to be performed

The proposal must include a detailed description of the procedures and methods (including means of outreach and input retrieval and collation) proposed to address the requirements of the scope of work and project goals described in the RFP, and a timeline or schedule outlining the complete process from initiation to the presentation of the final Master Plan to City Council. This is important because the methods, procedures, and timeline/schedule proposed will receive primary consideration in evaluating the submitted proposal. Examples of similar work will be helpful.

D. Cost

A total, not to exceed, cost estimate for the project must be submitted. The cost shall be based on the number of hours of work provided and "out of pocket expenses" (e.g. travel and lodging) and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City. Such estimate shall provide the following information:

1. The number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels.
2. The proposed hourly rate for billing shall be included for each person.
3. The number of hours of work, cost and percentage of total cost shall be itemized for each major work element of the proposal.
4. An itemized estimate of "out-of-pocket expenses" must be included.
5. Method of billing must be disclosed. The preferred practice of the City is to pay for this type of consulting service upon completion of the work and receipt of the required report, however, the City will consider paying on a periodic basis as substantial portions of the work are performed, but not more than one time per month. If this option is proposed the work product completed in each phase shall be associated with an identified portion of the not to exceed fee.
6. A proposal for how the City will be kept informed as to the work believed to be completed and the budget dollars utilized throughout the process. The proposal shall include a method for communicating to the City for approval, any task/work request considered to be outside of the agreed upon scope and contracted duties

that will incur fees, is communicated prior to the performance of that task/work request.

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 via the eProcurement system or directed to the project representative by email and shall be received no later than the date and time specified in Section I.14. Proposed Schedule.

CITY OF SEDONA PROJECT REPRESENTATIVE:

Ian Coubrough, CPPB
Procurement Officer
icoubrough@sedonaaz.gov

6. INSTRUCTIONS TO RESPONDENTS

The City of Sedona exclusively uses its eProcurement system, https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities, 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 project representative 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. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal, signed by firm's authorized representative, to the designated City employee.

9. 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.

10. BASIS FOR SELECTION

Proposals will be evaluated utilizing the criteria listed below.

CRITERIA	POINTS
Technical Expertise	30
Procedure, Methods, & Schedule	50
Cost	20

All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method, the procedures of the work, the timeline/schedule, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

A. Technical Expertise

The technical expertise and experience of the firm will be determined by the following factors:

1. The overall experience of the firm in conducting similar work that is to be provided to the City of Sedona.
2. The expertise and professional level of the individuals proposed to conduct the work for the City of Sedona.
3. The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

B. Procedure and Methods, and Timeline/Schedule

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

C. Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City and the overall level of expertise of the specific firm's personnel proposed to do the work for the City.

NOTE: Selected firms submitting proposals will be invited to give an oral presentation explaining their proposal.

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.

11. REQUIRED INSURANCE

Insurance requirements are listed in Paragraph 7 of the attached sample Professional Services Agreement, Section VI.

12. PRE-SUBMITTAL MEETING

A non-mandatory pre-submittal conference is scheduled for 10:00 AM on Tuesday, April 16, 2024, via a Teams meeting: https://events.gcc.teams.microsoft.com/event/64abaefe-6144-4ceb-8356-510c37c864c0@b443b240-5293-4880-9919-376e63c3d874. Registration is required in advance and respondents are encouraged to attend the pre-submittal conference.

13. SAMPLE PROFESSIONAL SERVICES AGREEMENT

The sample Professional Services Agreement attached hereto is provided as an example upon which the contract with the successful firm will be based.

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. All times listed in this RFP are as determined by reference to www.time.gov referencing the Arizona area.

March 26, 2024……Issue Request for Proposals

April 16, 2021……10:00 a.m. Pre-Submittal Meeting

April 18, 2024…… 2:00 p.m. Deadline for Questions

April 25, 2024……...2:00 p.m. Proposal Submittal Deadline.

May 7, 2024…… Committee finalizes review of proposals. The top candidate will be announced.

Week of May 13, 2024……...Oral Presentations/Interviews.

May 28, 2024…… City Council approval of contract with selected firm.

June 3, 2024…… Project kick off.

SECTION 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 "Vendor/Contractor/Firm/Proposer/Offeror" is named as such in the RFP/contract documents and is referred to in generic terms as if the Vendor/Contractor/Firm/Proposer/Offeror 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 eProcurement system at https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities 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 Section III – 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/EXCEPTIONS

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 RFP or Contract Documents shall be noted in Appendix A – Exceptions to RFP & Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

The City encourages Proposers to send questions to the Procurement Officer prior to the deadline for questions rather than including exceptions in their proposal. The City reserves the right to reject any exceptions proposed.

5. LATE PROPOSALS

Proposals must be through the eProcurement System before the specified time and date

proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive proposals.

6. BUSINESS IN ARIZONA

The City will not enter into contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering into a contract with the City.

7. LICENSES

If required by law for the operation of the business or work related to this RFP, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. 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 Successful Proposer shall be required to enter into a written contract with the City in a form based on the Sample Professional Services Agreement, Section VI, and 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.

The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror who's negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. RESERVED RIGHTS

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdraw 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 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,
- 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 Submittal 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.

18. 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.

19. 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.

20. INDEMNIFICATION

Indemnification requirements are listed in Paragraph 6 of the attached sample Professional Services Agreement, Section VI.

21. 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.

22. TERM; TERMINATION.

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 agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue until all terms and conditions are satisfied and complete by no later than August 28, 2025.

B. Termination for Convenience. Any awarded 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 the contract, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of the 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 the 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 the awarded contract for cause if CONTRACTOR fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

E. Appropriation of Funds. Every payment obligation of the CITY under any 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 any contract, the 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.

23. SIGNATURES

Signatures on all Contract Documents shall be submitted using software that provides the City with a certifiable digital signature such as Adobe, DocuSign, or other similar software. Signatures shall be in the name of the proposer and by a person authorized to sign the Contract Documents. Signatures that do not comply with these requirements will not be accepted and will deem a proposal as non-responsive. The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

24. PROPOSAL AMOUNTS

Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

25. WAIVER OF CLAIMS

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Arizona law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

26. PURCHASE ORDERS

Purchase order(s) shall be generated by the City Purchasing Officer under the contract awarded to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed

without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

27. RFP DOCUMENTS

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

28. DEBARMENT AND SUSPENSION

By submitting a proposal, the Proposer agrees that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, state or local department or agency.

29. CONFLICT OF INTEREST

The Proposer acknowledges that any contract(s) awarded under this RFP are subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

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SECTION III - 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:

CULTURAL PARK MASTER PLAN

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 altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. 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).

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State and Zip	Title of Signator
Telephone No.	Mobile No.
E-mail Address	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 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

SECTION IV– BACKGROUND & PROJECT GOALS

1. Community Information

The essence of the Sedona experience for residents and visitors alike arises from the extraordinary nature of the landscape. Located in Northern Arizona's high desert, the City of Sedona rests within the Verde Valley under the southwestern rim of the Colorado Plateau at the Oak Creek Canyon base. Distinguished by massive red-rock formations and the contrasting riparian zones in Oak Creek, Sedona is encircled by 1.8 million acres of the Coconino National Forest. Its city limits encompass both Yavapai and Coconino Counties. Neighboring communities include the unincorporated Village of Oak Creek (4,400 residents), City of Cottonwood (12,000 residents), town of Clarkdale (4,400 residents), Town of Camp Verde (13,000 residents) and Town of Jerome (464 residents). Sedona is 36 miles south of the City of Flagstaff (76,800 residents) which includes Northern Arizona University, a large public university with both in-person and online programs. Due to the high cost of living in Sedona, the city shares a workforce with the Verde Valley communities as well as Prescott and Flagstaff.

One of America's premier tourism, retirement, and art centers, Sedona was founded in 1902 and later incorporated in 1988. Historically, it began as a rural ranching community, but once its majestic landscapes came to national attention, Sedona was transformed into an international travel destination, now visited by 3.5 million tourists per year. Sedona enjoys four mild seasons, with average high/low temperatures of 95/75 degrees in the summer and 55/35 degrees in the winter. Spring and fall are Sedona's busiest time of the year with numerous festivals and annual events.

The City economy is based upon an annual $1 billion tourism and hospitality industry, generating over 77% of the City's sales tax revenues. These business sectors account for more than 5,000 jobs within the greater Verde Valley.

While the tourism economy presents many opportunities for employment, working residents find the availability of housing a challenge, not only in Sedona, but anywhere in the Verde Valley. The valuable real estate in Sedona has always presented challenges, but the recent preponderance of short-term rentals has virtually eliminated any naturally occurring affordable housing and is a cause in the decline of Sedona's population, which was identified as 9,684 in the 2020 Census. 63.7% of Sedona's population is less than 65 years of age.

In 2020, the City commissioned a housing study in which Elliott D. Pollack and Associates identified an overall shortage of 1,260 housing units in Sedona alone. Based on anticipated growth, the need was estimated to be 1,500 housing units by 2025. Studies of the region show similar challenges with an estimated need for a 10% increase in the housing stock across the Verde Valley.

At the time of the studies, it was estimated that nearly 60% of the renter households were cost-burdened, meaning that they pay more than 30% of their total household income for housing. Today, we suspect that number is even higher as home prices and rental rates have dramatically increased since 2020. The housing studies also found the greatest gap in affordability was for households earning between $50,000 and $100,000 per year.

Additionally, the inventory of apartment units in the area is very low. Across Arizona, apartments account for about 16% of all housing units, but in the Verde Valley, they only account for 6.2%, while in Sedona alone, only 4.7%. These factors are important to understand in evaluating the needs, policies, and actions in the Master Plan.

2. History of the Cultural Park site.

The Cultural Park is comprised of approximately 41 acres of mostly undeveloped land bordered to the west and north by the Coconino National Forest, to the east by a large timeshare development and to the south by educational and commercial uses. It was bought by the City of Sedona in December of 2022 with the goal of being developed with mixed uses that support housing and the community. The current zoning is Planned Development (PD), and the property sits within the Western Gateway CFA. This request does not include the approximately 5.25 acres of Phase I, addressed as 40 Cultural Park Place, Parcel Number 408-47-008.

3. Project Goals

It is the intention of the City of Sedona to procure the professional services of a consultant with experience and skills in Zoning and Land Use Planning and/or Design and Development (Consultant) to create a Master Plan for the Cultural Park in accordance with planning best practices, the Sedona Community Plan, the Western Gateway CFA Plan, the Sedona Land Development Code (LDC) and applicable state and federal laws and regulations. This will involve working through a collaborative process, including residents, business owners, City Staff, Planning & Zoning Commission, and the City Council.

The process will culminate in a **fully completed Master Plan by no later than August 28, 2025,** complete with maps, site plans, text and graphics and adopted by the City Council. The Consultant shall facilitate the Master Plan in a format agreed upon by the City. In creating the Master Plan, the City wishes to address the issues covered by the Community Plan, Western Gateway CFA Plan and other applicable plans (See Plan Sedona Web Site Plan Sedona | City of Sedona Community Plan Update and City of Sedona Website City of Sedona | Home (sedonaaz.gov)) which include but are not necessarily limited to:

1. The implementation of the visions and goals of the Sedona Community Plan, Western Gateway CFA Plan and the Sedona Land Development Code (LDC).
2. The need for a variety of housing types and levels of affordability to include both rental and ownership opportunities underrepresented in Sedona.
3. The most appropriate ancillary, supporting and complimentary uses for housing.
4. The creation of community space that integrates with and compliments the other uses.
5. The identification of the best uses in the best locations.
6. The strategic use of the land, taking advantage of its topography to best incorporate multi-story buildings and uses.
7. The installation of a transit stop and public parking to encourage less car usage throughout the City and to accommodate the growing transit system.
8. The installation and connection of multi-modal paths to existing paths and bike/pedestrian infrastructure.
9. The maintaining of access to the adjacent Coconino National Forest Trailhead(s), and the collaborating on trailhead design and integration with the master plan.
10. The implementation of the visions and goals of the Sedona Community Plan, Western Gateway CFA and the LDC.
11. The implementation of sustainably built and natural environments.

SECTION V – SCOPE OF WORK

The Consultant or team of Consultants (collectively "Consultant") shall provide full professional services to assist the City of Sedona Community Development Staff with the creation of a Master Plan for the Cultural Park.

1. Public Participation Process

The Consultant shall propose/submit a broad-based public participation process plan that specifies how and when the public will be engaged throughout the Master Plan process. The Consultant shall specify the methods it will use to achieve meaningful public participation in the project.

The Consultant shall provide a public participation timeline that identifies key points at which the public will be involved, how that involvement will occur, and how and when materials will be available and presented to the public. The City is looking for both online and physical participation methods and anticipates two to three public outreach meetings. The Consultant shall also consider multiple means of obtaining public input both during and outside of identified meetings.

The Consultant shall be responsible for producing meeting materials, visual presentations, or any other resources or materials necessary to engage the public. The Consultant shall provide technical capabilities for graphically communicating needed information.

Deliverables:

a. The Consultant shall provide the City with a public participation plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the Master Plan process.
b. The Consultant shall implement the City-approved public participation plan. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings and presentations. The Consultant shall be responsible for producing meeting materials, visual presentations, or any other resources or materials necessary to engage the public.
c. The Consultant shall, with City Staff input and approval, create electronic, online means of gathering public input for the Master Plan.
d. The Consultant shall provide measurable data of all public input to the City to be used in determining the community's wants and needs.
e. At the conclusion of the public participation/input process, the Consultant shall prepare a summary of the public outreach conducted, in compliance with the requirements of LDC Section 8.3.D(7).

2. Project Orientation

At the outset of the project, the Consultant shall meet with City Staff (participants to be identified by the Director of Community Development or City Project Manager), for a project orientation meeting to provide an understanding of project goals and the project schedule, specific issues, City policies, and opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City's current Community Plan, LDC, Western Gateway CFA Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state, and federal laws.

The Consultant shall propose its strategy for introducing the project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the project scope.
Deliverables:

a. The Consultant shall be responsible for arranging and facilitating a project orientation meeting with City Staff.
b. The Consultant shall complete its project orientation strategy. The Consultant, in consultation with the City, shall be responsible for arranging and facilitating all public meetings, presentations, and electronic online information and means for public input, and for providing measurable data culminating from the public input at the public meetings and online.

3. Issue Identification

The Consultant shall describe its approach to gathering broad-based input about the Cultural Park and its possible and needed uses. City Staff, the Planning & Zoning Commission, City Council, the general public, stakeholders, partners, and others shall be asked for their input concerning the possible uses for the Cultural Park, suggested use layouts and implementation procedures. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

Deliverables:

a. The Consultant shall implement its approach for gathering broad- based input about the possible Cultural Park uses. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings, presentations, workshops, etc.
b. One original copy of a draft and final memorandum that summarizes input the Consultant received about the Cultural Park during the issue identification process.
c. Electronic (PDF and Microsoft Word) file of the draft and final Issue Identification memorandum.

4. Analysis and Evaluation

The Consultant shall design a complete Master Plan for the Cultural Park to be approved by City Council. This Master Plan will be the culmination of, and be based on, intensive public input, staff input, compliance with the City Community Plan, Western Gateway CFA, the LDC, all applicable federal, state and local laws, and the Consultant's experiences with, or knowledge of, best practices in other communities, and the Consultant's knowledge of innovative zoning and land use practices.

The technical analysis and evaluation process in the creation of the Master Plan shall assess the needs and desires of the City and its residents. Further, the analysis and evaluation process shall determine the best and most efficient ways to use the topography and location of the land to maximize public benefit and use.

Deliverables:

a. One original copy of the analysis and evaluation report concerning, in part, the initial analysis and understanding of community needs, the requirements and allowances of the applicable codes, and the best use of the land for the community needs, and the type and height of the buildings, and the discussion of any new concepts or approaches to attaining the end result.
b. Electronic (PDF and Microsoft Word) file of the analysis and evaluation report.
c. Present analysis and evaluation report to City staff and the Planning & Zoning Commission and public hearings(s).

5. Alternative Conceptual Plans

The Consultant shall identify and discuss concepts and approaches for the creation of the Master Plan, with special attention given to addressing the project goals as described in Section IV.3. and the results of the issue identification and analysis tasks as described in Section IV. 3. and 4. Based on this discussion, and after the initial round(s) of public outreach and input, the Consultant shall prepare three

(3) Alternative Conceptual Plans of the Master Plan, and a commentary explaining the rationale for each approach.

The Consultant shall propose an approach for soliciting broad-based input and feedback regarding the Alternative Conceptual Plans from the public and city partners for presentation to the Planning & Zoning Commission, and City Council. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings. After obtaining general agreement on a Conceptual Plan from the Planning & Zoning Commission and City Council through work sessions, the Consultant shall create a Final Master Plan based on the comments received to present to the Planning and Zoning Commission and City Council at public hearings.

The Alternative Conceptual Plans and Final Master Plan shall include the use of site plans, photos, graphics, tables, matrices, or other methods for facilitating easy use and understanding of the proposed draft Master Plan in a form agreed upon by the City.

Deliverables:

a. Meeting(s) with the Planning & Zoning Commission and City Council (work sessions and public hearings), City staff, and others. The Consultant, in consultation with the City, shall be responsible for facilitating all meetings.
b. One original copy of each Alternative Conceptual Plan.
c. One original copy of the revised, Final Master Plan.
d. Electronic (PDF and Microsoft Word) files of all documents.

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SECTION VI - SAMPLE PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") 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 **Click here to enter text** ("CONSULTANT").

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 professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with PROJECT NAME (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified 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 by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

   C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

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

E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the 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, Services, documents, designs, specification, and/or drawings by CONSULTANT.

F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the 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. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$Click here to enter text**. Except as otherwise set forth in this Agreement, 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, CONSULTANT 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 received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. 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, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT'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 CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. 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. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional

licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT 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.

7. **INSURANCE**.

A. General:

1. The CONSULTANT 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. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT'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 CONSULTANT'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. CONSULTANT 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 CONSULTANT 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 CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'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 CONSULTANT 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 CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT 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.

8. **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.

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on Click Here to Enter Date, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT 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 CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT 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 CONSULTANT in the event of termination upon notice. After termination, CONSULTANT 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 CONSULTANT 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.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement 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 Agreement or the subject matter thereof and consent to a trial to the court.

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

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

13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement 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 Agreement. In the event any term or provision of this Agreement 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 Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors 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).

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

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

B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT 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 Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT 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 that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement 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 or transportation facility or improvement to real property.

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

E. CONSULTANT 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. The following is only applicable to construction contracts: CONSULTANT 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."

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

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

18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, 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 AGREEMENT, 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.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT 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 Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT 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
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: _____
_____
_____

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this 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 Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT 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 CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement 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

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

_____
CONSULTANT FIRM NAME

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

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).

APPENDIX A - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: _____

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.

Western Gateway
Community Focus Area Plan

Vision Statement:
The Western Gateway will be a sustainably developed, distinct, active, walkable and vibrant place with a diversity of land uses that attracts both locals and visitors while promoting health, wellness, arts, and education, achieving harmony with the natural environment and creating a sense of arrival to the community.

City of Sedona Community Development Department

www.sedonaaz.gov

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Adoped by Sedona City Council May 24,2016 (Resolution #2016-18).

Amended by Sedona City Council August 10, 2022 (Resolution 2022-22), corrections November 2022.

Acknowledgments

Thank you to the CFA Work Group for their participation throughout the planning process: Bob Huggins, Anita MacFarlane, Linda Martinez, John Martinez, Bob Porter, Felicia Thompson. The Work Group is part of the City's Citizen Engagement Program, which provides a forum for citizen volunteers to participate in specific projects. Illustrations by Richard Hubbell and Reagan Word.

INTRODUCTION

This Community Focus Area (CFA) Plan is an addendum to the Sedona Community Plan and serves as a guide for future development of this area. The intent is to address issues that are specific to this geographic area in more detail than the City-wide Sedona Community Plan. The Western Gateway CFA Plan covers two Community Focus Areas identified in the Community Plan: "CFA 1: Cultural Park", around the intersection of Upper Red Rock Loop Road/ Cultural Park Place and State Route (SR) 89A, and "CFA 2: Health Services", around the Sedona Medical Center. These two areas are being planned together to address the interrelationship of circulation, connectivity and land uses between those areas. In addition, the majority of the land in each CFA is undeveloped, which is unusual in a community that is currently 75% built out.

The Sedona Community Plan's Vision and Goals serve as the guiding principles for this CFA Plan. The starting point for planning was the "Community Expectations" for the area as set forth in the Community Plan (see list on the following page from pages 37 and 38 of the Community Plan). The CFA planning process sought input from surrounding neighborhoods, property owners and the community at large. The top issues included traffic congestion, maintaining a focus on arts and education, wellness, more parking for events with access to transit, maintaining a "sense of arrival", providing appropriate visitor information, and a need for better trail, bike and pedestrian connections. The comments are consistent with the original Community Expectations.

The CFA Plan is a guide intended for use by both public and private entities as a policy document and not a regulatory document. For example, the plan can be used by a property owner when designing a new project, then the Planning & Zoning Commission and City Council will evaluate the project proposal based on compliance with this plan.

This plan has been organized to:

- Describe existing conditions and key issues
- Provide an overview of the vision and general direction
- Describe general Sedona Community Plan goals and more specific CFA objectives and strategies
- Provide direction and specific development criteria for three distinct Character Areas in the CFA
- Outline an implementation strategy

Who implements the plan and how it is used will vary depending on the project. The plan is intended to provide guidance whether it is in the design of a new development project, a City of Sedona Capital Improvement Project, or an improvement project by a business or homeowners' association.

One key outcome of this Plan is to create a compatible land use and circulation framework for the entire area that addresses the needs and benefits of the community while providing opportunities for stakeholders to be active participants in the implementation of this Plan.

Community Expectations

The Community Plan notes the following expectations for the Western Gateway CFA:

- Provide a center for education, research, arts, and events. Land use options should remain flexible to further these interests.
- Coordinate objectives between property owners, Yavapai College and the Sedona Red Rock High School for educational programs.
- Maintain access to National Forest trails
- Preserve natural open space on ridgelines and along highway.
- Provide visitor information and promote as a Sedona gateway with parking facilities that could also be linked to transit.
- Strengthen the local health care industry—support wellness, medical treatment and research.
- Allow for assisted living, mix of housing types, and mixed use commercial center(s).
- Provide main highway access only via the established street system.
- Provide significant buffering to adjoining residential areas north of Navoti Drive.

-Sedona Community Plan, pages 37-38

Planning Area Boundary

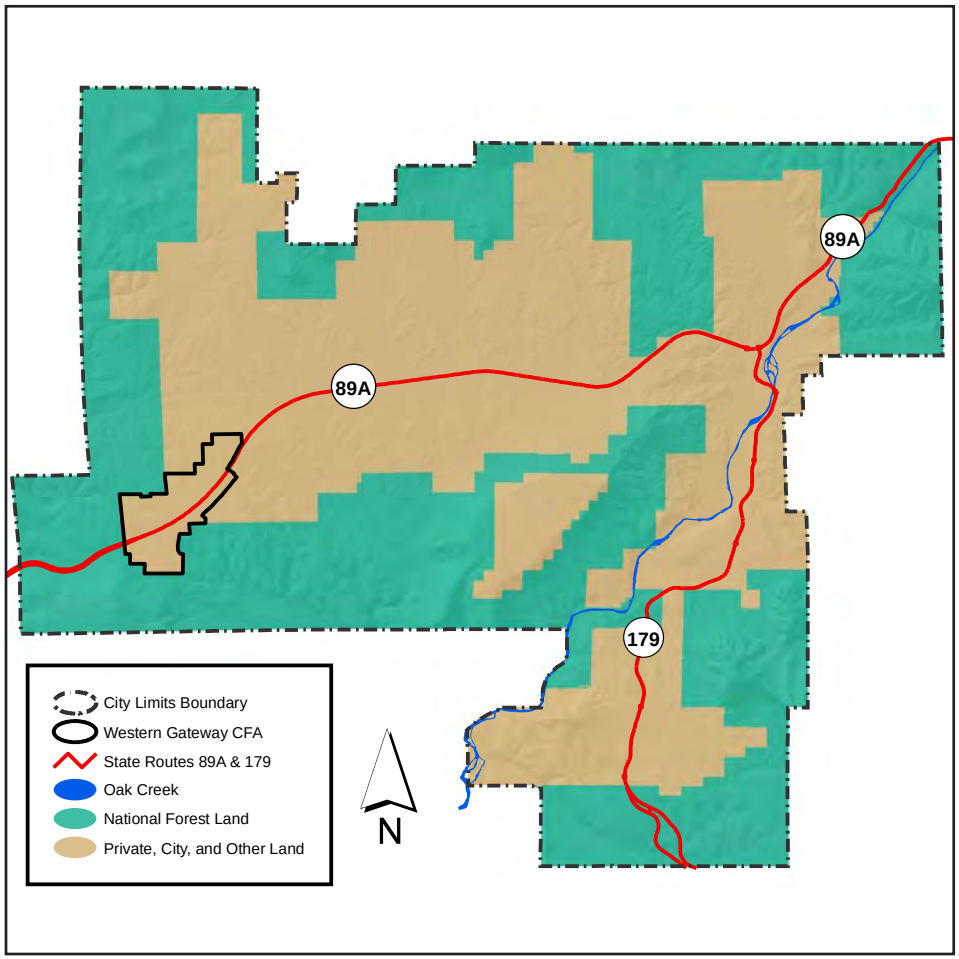


Figure 1.1: City of Sedona with CFA Boundary

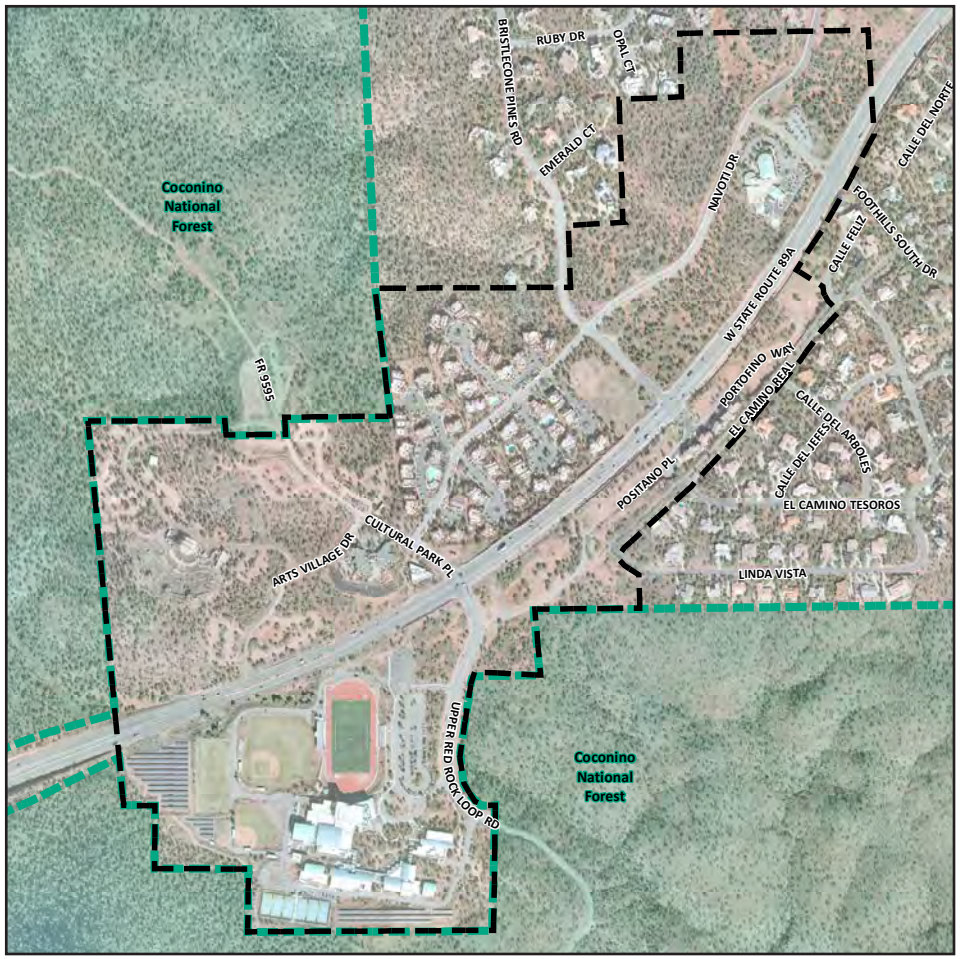


Figure 1.2: CFA Boundary

EXISTING CONDITIONS[1]

Land Use

The Western Gateway encompasses approximately 200 total acres on the western end of the City of Sedona. About half of this area is undeveloped. The developed areas include the Sedona Red Rock High School, the Sedona Summit timeshare development, Yavapai College, the Sedona Medical Center, Park Place condominiums (partially-built), and a Marriott hotel. Much of this area borders the Coconino National Forest and established trails and trailheads. Single-family, low density residential subdivisions with a density of about one unit per acre border the area to the north and east and the area to the southeast includes a single-family low density residential subdivision at approximately two units per acre.

The two largest undeveloped properties include 33 acres around the Sedona Medical Center and 41.6 acres to the north and west of Yavapai College, the site of the former Cultural Park and abandoned 5,000-seat outdoor amphitheater (the Cultural Park closed in 2003). These large, undeveloped acreages provide a unique opportunity for unified planning that highlight the importance of the CFA plan as a guide to the future of the area.

Land Use	Acreage
Undeveloped Lands	83.7 acres (not including streets)
Sedona Red Rock High School	46.5 acres
Sedona Summit Timeshares	28.6 acres (254 units)
Yavapai College	4.7 acres
Sedona Medical Center	4.3 acres
Park Place Condominiums	9.7 acres (12 units built of 88 approved)
Marriott	4.3 acres (121 units)
Other	.5 acres

[1] All CFA Plan references to existing conditions refer to early 2016.

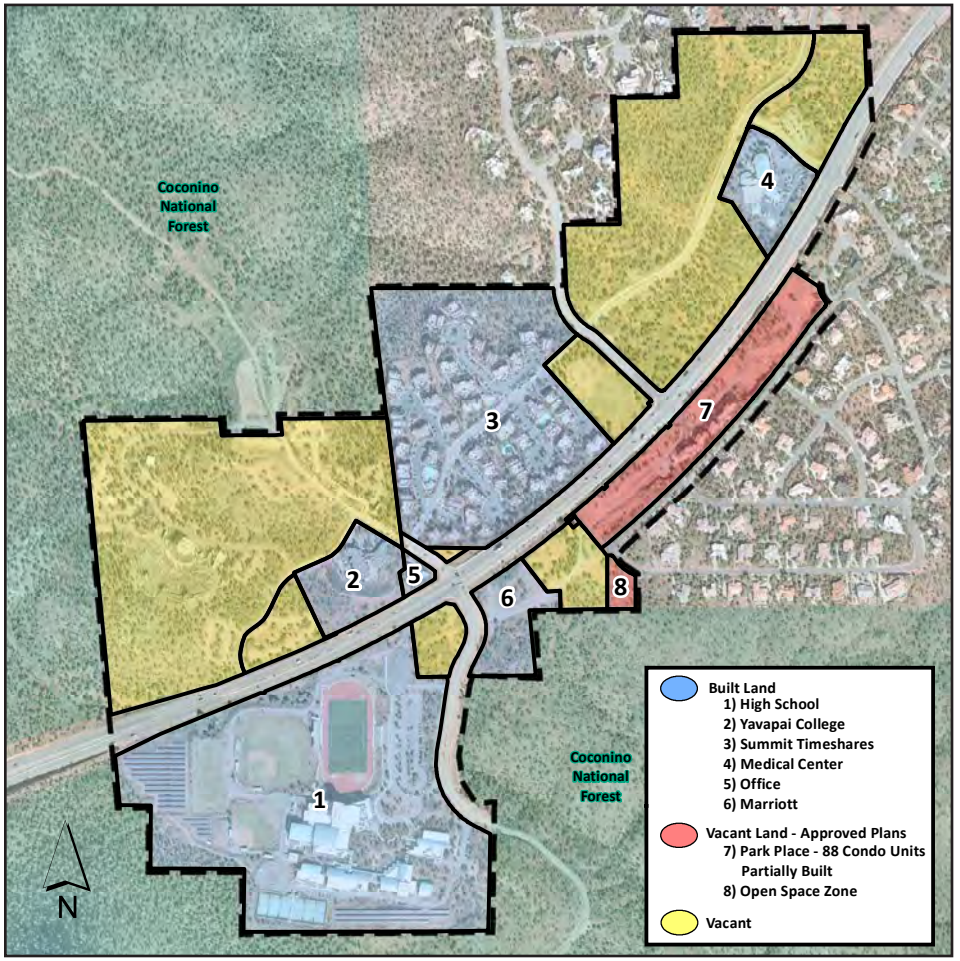


Figure 1.3: Existing Conditions Land Status Map

Highway Access

The planning area is bisected by SR 89A, one of two State highways serving Sedona. This part of the highway includes a raised median and minimal access points. Traffic congestion is therefore not the same problem as it is on the highway corridor further to the east. Navoti Drive provides a parallel route north of the highway and provides an access point to the traffic signal at the Cultural Park Place/SR 89A intersection. The southern leg of this intersection, Upper Red Rock Loop Road, provides one of two access routes for residents living in rural neighborhoods outside the City limits (Yavapai County).

Although the highway includes a bike lane and sidewalk within its right-of-way, there is only one signalized intersection and controlled pedestrian crossing in the area. There are established trailheads both north and south of the highway, however, access, amenities and parking at these sites is complicated both by land ownership and future needs for additional trails.

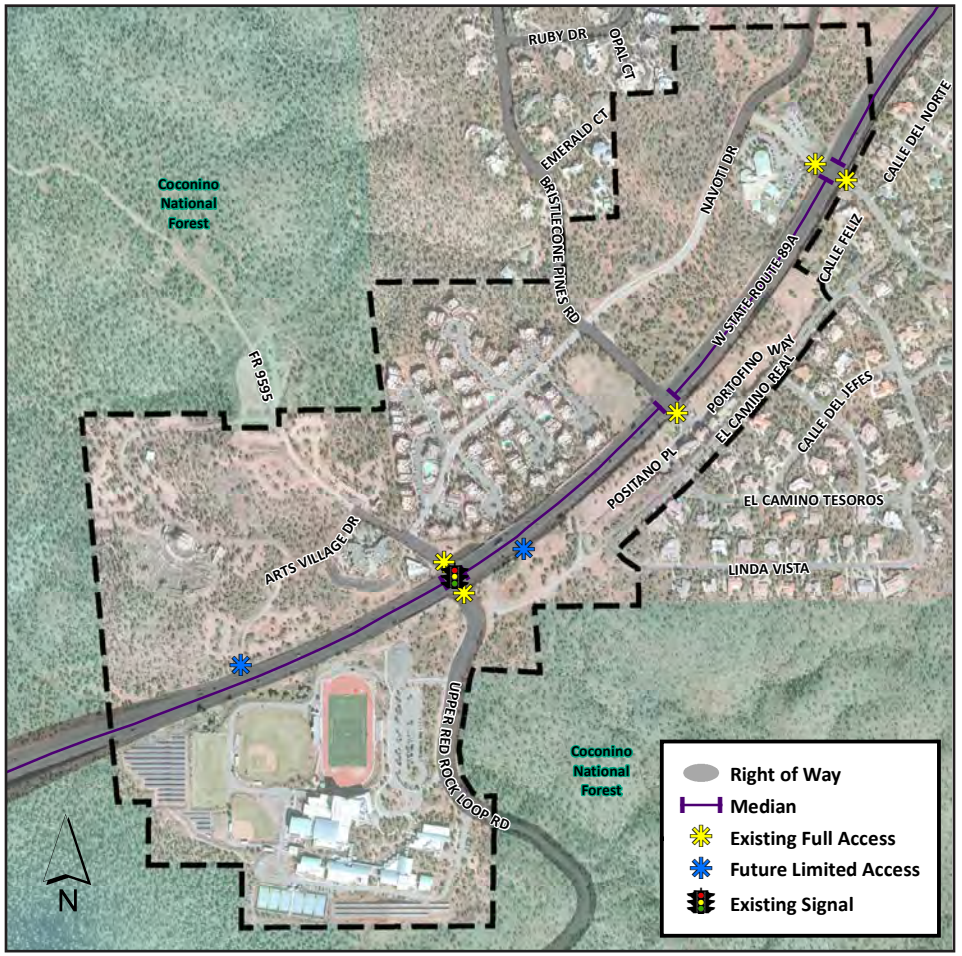


Figure 1.4: Highway Access Map. State Route 89A is the jurisdiction of the Arizona Department of Transportation (ADOT). The City of Sedona has jurisdiction of the public streets off the highway.

KEY ISSUES

Land Use

With such a large amount of undeveloped land, there is a unique opportunity within this planning area to address community needs and economic development possibilities that are not present in other parts the community. Although mixed use, walkable commercial centers and community gathering places are supported by the Community Plan in several areas along the highway corridor in West Sedona, the Western Gateway area does not have the same existing land use diversity. There are other considerations in this area such as its "gateway" location, National Forest proximity and distance from the denser population and commercial areas that may support a different mix and intensity of use from other areas in West Sedona. It is also important that this area develop under a unified plan that balances community needs with those of property owners and the potential impacts on traffic circulation and other infrastructure.

Issues expressed by public and stakeholders during the CFA Planning process:

- Provide more performing arts opportunities and places for art studios, galleries and museums.
- Provide additional parking for the existing Sedona Performing Arts Center and major events.
- Provide wellness-focused, age-in-place housing opportunities that also include assisted living.
- Provide a diverse, affordable housing mix.
- Enhance economic development opportunities through current assets such as arts and culture, education and wellness, and potential business incubators.
- Provide for visitor parking, information and education linked to a transit system.
- Incorporate public gathering spaces connected to events, activities and the National Forest.
- Provide a community recycling site.

KEY ISSUES

Traffic, Pedestrians, Bicycles, Transit, and Parking

Highway access control that is currently in place (i.e. medians) helps reduce congestion in this area. The United States Forest Service (USFS) is also trying to better manage access to public lands by building more trails both north and south of the highway. North of the Highway, the Coconino National Forest Land and Resource Management Plan describes the "Girdner" Trailhead as a "hub" trailhead that should accommodate a variety of trail users and move Forest access away from sensitive areas. The Schuerman Trailhead provides access to trails south of the highway. The existing trailhead has limited parking and additional trail access is needed. Creating a more walkable and bike-able area with links to transit has also been expressed as both a need and opportunity in the CFA.

Issues expressed by public and stakeholders during the CFA planning process:

- Reduce Traffic congestion
- Ensure managed public access to USFS trails both north and south of the highway to reduce the impact of unauthorized trails and provide alternative access points to trails on the south side.
- Provide good pedestrian flow between the south and north sides of the highway and throughout the planning area.
- Promote safer off-highway bicycle routes. On-highway bike lanes are currently built to minimum width.
- Provide a community-wide transit system that serves major parking facilities, trailheads, lodging, educational facilities and other key community-oriented uses.
- Provide joint-use parking for both residents and visitors throughout the planning area.
- Evaluate circulation opportunities and potential neighborhood traffic impacts for Navoti Drive beyond the planning area.

KEY ISSUES

Sense of Place and Community

As the western gateway into the community, this area must preserve the iconic red rock views that are central to the community's identity.

Within the CFA, current examples of "sense of community" are found in the area's educational environment (Yavapai College, High School), event space (High School and Performing Arts Center) and hiking and biking opportunities in the National Forest. These elements should be preserved and enhanced while other ways to promote "sense of community" are supported. Some issues and needs related to Sense of Place and Sense of Community:

- Define the sense of entry and preserve the red rock views
- Explore ways to provide visitor information about the Sedona area.
- Maintain Yavapai College as an ongoing, active presence in Sedona.
- Explore educational alternatives such as arts education, culinary, hospitality, and technology.
- Explore coordinated programming between the High School and College and other entities such as the medical and hospitality industries.
- Provide space for community gardens and farmer's markets.

GENERAL RECOMMENDATIONS

Summary of General Recommendations

Below is a summary of the recommendations for this area, which are outlined on the following pages. The Goals from the Community Plan are those most relevant to the issues of this area. The objectives are statements describing the desired future for this Community Focus Area. The Character Areas and Development Guidelines section provides more specific planning recommendations for the three Character areas in this CFA.

LAND USE	CIRCULATION	ENVIRONMENT	PLACE & COMMUNITY
Community Plan Goals • Create mixed use, walkable districts. • Provide public gathering spaces that promote social interaction. • Encourage diverse and affordable housing options. • Preserve and enhance Sedona's tourist based economic sector.	**Community Plan Goals** • Provide for safe and smooth flow of traffic. • Create a more walkable and bike-able community • Reduce dependency on single-occupancy vehicles	**Community Plan Goals** • Preserve and protect the natural environment • Protect and preserve natural open space • Ensure a sufficient supply of quality water for the future • Promote environmentally-responsible building and design	**Community Plan Goals** • Create increased opportunities for formal and informal social interactions. • Enhance opportunities for artistic display, engagement and learning. • Ensure harmony between the built and the natural environments. • Reflect a unique sense of place in architecture and design.
CFA Objectives • A compatible mix of land uses that support and enhance key educational, health-care and arts-related anchors. • Official visitor information that is provided for visitors entering Sedona from the west. • A balance of housing and commercial uses that will enhance interaction between residents and visitors. • 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.	**CFA Objectives** • Reduced traffic congestion on SR 89A and City streets. • Improved safety, convenience and experience for walking and bicycling. • 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.	**CFA Objectives** • Public lands that are protected and scenic views that are preserved. • Natural areas preserved on ridgelines and along the highway. • Conservation practices that are incorporated into building and landscape design, construction and maintenance.	**CFA Objectives** • Public spaces and activities that connect the community. • New development that reflects the vision of the Western Gateway. • New development that does not change the character of existing neighborhoods.

CFA Planning Area

The Western Gateway will be a sustainably developed, distinct, active, walkable and vibrant place with a diversity of land uses that attracts both locals and visitors while promoting health, wellness, arts, and education, achieving harmony with the natural environment and creating a sense of arrival to the community.

This Plan provides opportunities to establish public spaces serving both locals and visitors, activated through the introduction of commercial and lodging uses and housing. Commercial uses should be linked to community, visitor and residential needs with a mix of lodging and meeting space, arts and entertainment, retail and restaurant, services, medical/wellness and educational uses. Multi-family housing, focused on workforce needs, should include an allowance for higher densities and building heights in some areas where impacts on views and established single-family neighborhoods can be minimized. There will be a need for significant commercial support to serve the needs of the residents and visitors and to discourage a potentially large number of highway trips. A transit system or shuttle service from lodging accommodations to other parts of Sedona and within the CFA is encouraged to minimize personal vehicle travel on the highway and street network.

Residential, Commercial and Lodging Uses:
A mix of housing, meeting space, lodging, and commercial uses is appropriate to attract and encourage interaction between residents and visitors. Workforce, senior, and age-in-place housing is an integral part of the mixed use fabric and complementary to existing and future education and health care facilities. Lodging uses should not be isolated, but designed to be an integral part of the community, with meeting facilities, linkages to the mixed use environment, surrounding educational and medical/wellness-related uses, and pedestrian connections to streets, walkways, and National Forest trails.

Health Care and Wellness:
These uses include facilities, services and programs that promote quality of life, serve individual needs to stay healthy, and improve physical and mental well-being. Sedona is a prime wellness destination with its scenic beauty and climate. Some aspects can include:

- Therapeutic; treament, spa, convalescent care, physical therapy
- Recreational (passive and active); hiking, biking, sports activities
- Educational; food and dietary programs, overall wellness, health and medical and life-long learning programs
- Health Care services
- Amenities associated with lodging and visitors

Wellness may include a visit to a spa after hiking or biking the extensive trail system that extends from within the neighborhoods to the National Forest Trails.

Education and Arts:
Education and arts-related uses can be integrated into other uses, such as lodging/conference facilities, commercial and residential uses, or health care and wellness. Examples:

- Medical
- Hospitality and visitor services
- Culinary
- Archeology
- Geology
- Business incubators
- Museum
- Vocational training: Industrial arts, tech repair
- Charter schools (with links to high school)
- In commercial areas: classroom space on second level with commercial uses on ground level or classroom space as an alternative use

Yavapai College would be anticipated to continue community-oriented programs such as Osher Life-Long Learning Institute (OLLI) and meeting other community needs.

Visitor Information:
Visitor information sites can be integrated with other uses and could educate visitors about the area, navigation, hiking/biking trails, the National Forest, and the environment. Where possible, visitor information should be provided in conjunction with National Forest trailhead sites and shuttle stops.

Pedestrian, Bicycle, Transit and Parking:
It is important that there is effective shuttle service between lodging uses and destinations such as trailheads, and city-wide transit, linked to parking, serving both residents and visitors. Public/pedestrian access to the trail system from within the CFA and nearby neighborhoods will also be important. To improve walkability, the Western Gateway's mix of land uses should reduce the need for personal vehicular trips elsewhere within the City. Improving pedestrian crossing options between the high school and college areas will create better integration of educational uses and other land uses north and south of the highway.

Gateway:
As a gateway to the community, it is important that natural open space and scenic vistas play a central role in the "sense of arrival" to Sedona. Land uses that are complementary to this sense of entry and red rock views are equally important. Sense of arrival can be articulated through the preservation of views, preservation of natural vegetation, sensitivity of building height, scale and design along the highway. There is also an opportunity to highlight the area as a gateway with artistic as well as functional elements (e.g. a bridge crossing).

Recommendations: Land Use

Sedona Community Plan Goals

"Create mixed use, walkable districts"
"Provide public gathering spaces that promote social interaction"
"Encourage diverse and affordable housing options"
"Preserve and enhance Sedona's tourist based economic sector"

General Land Use

CFA Objectives:

- A compatible mix of land uses that support and enhance key educational, health-care and arts-related anchors.
- Official visitor information that is provided for visitors entering Sedona from the west.

Strategies:

1. Land uses should complement and be compatible with existing anchors.
2. Economic diversification that is complementary to educational and wellness-based facilities and programs should be encouraged.
3. Facilities and housing related to health and wellness should be provided.
4. 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.
5. Land uses should strengthen the area as a gateway and create a sense of arrival.
6. Location(s) for visitor information should be provided, and may be integrated into new development.
7. Determining locations for visitor information and National Forest education, facilities, and amenities should be coordinated with the USFS and Chamber of Commerce.
8. Coordination of land uses should be encouraged to help ensure compatible and complementary uses within the CFA.

The Sedona Community Plan provides some direction for land uses in this area, but also recognizes the need for flexibility to help provide incentives for property owners and to provide for other potential community benefits. This area should develop as a walkable and diverse environment with a mix of community-oriented uses, public spaces, and commercial, lodging, and housing in close proximity. Educational and medically-related uses in the area and the Sedona Performing Arts Center represent key existing community-oriented components not found elsewhere in the City. "Age in place"

See Community Plan: p. 17 Goals 4 and 5; p. 53 Policy 3; p. 92 Policy 6; p. 37-38 Community Expectations.

development and "assisted living" are examples of wellness-based housing supported by the Plan.

Given the large amount of undeveloped land, there is a unique opportunity to create a sense of place and sense of community for the planning area and to address community needs and economic development possibilities that are not present in other parts of the community. Although mixed use, walkable commercial centers and community gathering places are supported by the Sedona Community Plan within the 89A corridor, the Western Gateway area has additional considerations, including its gateway location, National Forest proximity and distance from areas with higher populations and greater commercial development.

As a gateway location, a place to provide visitor information has been identified in the Sedona Community Plan for the Western Gateway and would educate visitors about the area, how to get around, the trails, the National Forest, and the environment. Providing this information to visitors as they first enter the City could ensure that appropriate information is distributed to as many visitors as possible. Other visitor information sites at major USFS trailheads could also provide good off-highway viewing/photo areas.

Mixed Use Development

CFA Objective:
A balance of housing and commercial uses that will enhance interaction between residents and visitors.

Strategy:
1. There should be sufficient non lodging commercial development to support residents and visitors within the planning area and to discourage vehicular trips.

Current Lodging Area Limits from the Sedona Community Plan are shown in Figure 1.5. No additional lodging uses are recommended in this CFA.

As a growth management policy, the Community Plan has long supported the infill of its residential and commercial lands based on their capacity for additional development. This is why the Community Plan does not recommend the designation of additional commercial lands unless supported by an approved plan within a CFA (e.g. a plan that supports comprehensive mixed-use development).

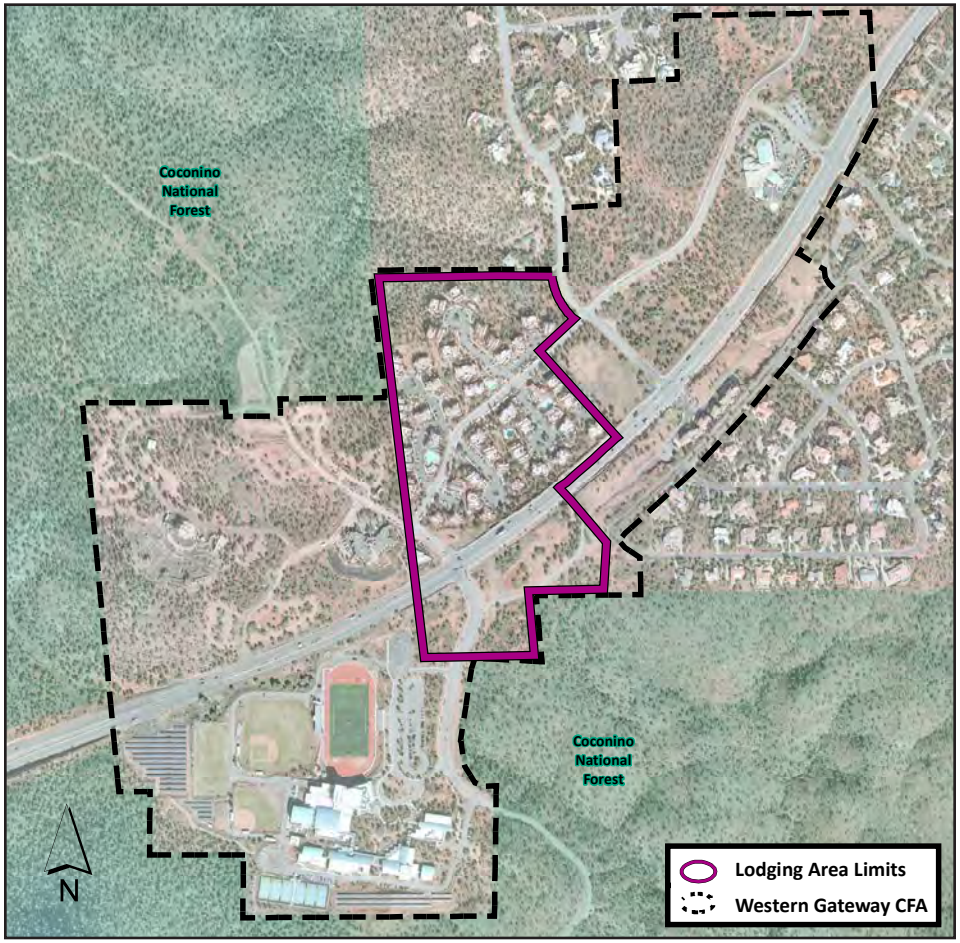


Figure 1.5: Sedona Community Plan Lodging Area Limits

Housing

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:
1. 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.
2. Opportunities for rental housing should be explored in both existing and new development.
3. Flexibility in development standards, such as density, height, lot coverage, and parking should be provided where view corridors and adjacent neighbors are not impacted and where joint use can reduce parking requirements, if significant housing diversity is included in a development proposal.

One of the Community Plan's goals is to: "Encourage diverse and affordable housing options". A mix of housing types can provide alternatives to single-family residential that can also provide more affordable options.

The Community Plan supports the infill of existing residential areas based on the total number of homes that could be built under current zoning. For many years residential lands have been under-utilized city-wide, creating opportunities for additional housing in specific areas. The Community Plan also provides for housing densities higher than 12 units per acre if supported through the CFA planning process.

Note: The City of Sedona's Development Incentives and Guidelines for Affordable Housing provides guidance that encourages the construction and retention of affordable housing in the City.

Housing Types in Sedona

82%	Single-Family Homes
10%	Condos, Townhomes
4%	Mobile Home Parks
4%	Apartments

Benefits of Multi-Family Housing

- Provides a variety of choices for people whose needs vary because of age, mobility, and lifestyle.
- Requiring less land area, it is an efficient use of land by concentrating homes in a compact area.
- Allows for convenient access to shops, restaurants, and transit.
- Allows for more residents who can support local businesses and contribute to creating dynamic public spaces.

See Community Plan: p. 17 Goal 6; p. 53-54 Policies 10 and 13.

Recommendations: Circulation

Sedona Community Plan Goals

"Provide for safe and smooth flow of traffic"

"Create a more walkable and bike-able community"

"Reduce dependency on single-occupancy vehicles "

Note: A major Transportation Study planned for 2016 may have unknown outcomes affecting CFA Plan strategies and implementation. Future planning should address outcomes from the study.

Traffic Flow

CFA Objective:
Reduced traffic congestion on SR 89A and City streets.

Strategies:
1. Full access to SR 89A should be limited only to the established street system.
2. Opportunities for a new traffic signal or roundabout at Foothills South Drive and a roundabout at Upper Red Rock Loop Road should be evaluated to improve traffic flow.
3. An arrival statement, including enhanced landscaping should be provided within roundabouts.
4. There should be no additional curb cuts onto SR 89A within the CFA Planning Area, and shared acess/connectivity should be promoted.

Since significant growth is anticipated within the planning area, it is important to maintain controlled access to the highway. With new development, the intersection at Foothills South Drive and the Medical Center may eventually warrant a traffic signal or alternative traffic control such as a roundabout. Both the Upper Red Rock Loop and Foothills South Drive intersections should be evaluated to see if roundabouts would provide for better traffic flow. New development may be required to complete a traffic impact analysis. This analysis willl be evaluated through the development review process to determine the extent and type of traffic mitigation that would be required based on the specific development proposal.

Benefits of Shared Driveways

For the Community:
- Improve traffic flow and reduce traffic congestion
- Improved appearance with more landscaping

For Customers:
- Reduced chance of conflicts
- Safer for walking and bicycling
- Reduced frustration

For Businesses:
- Improved customer attitude
- Increased area for parking
- Encourages customers to visit adjacent businesses
- Improved appearance with more landscaping

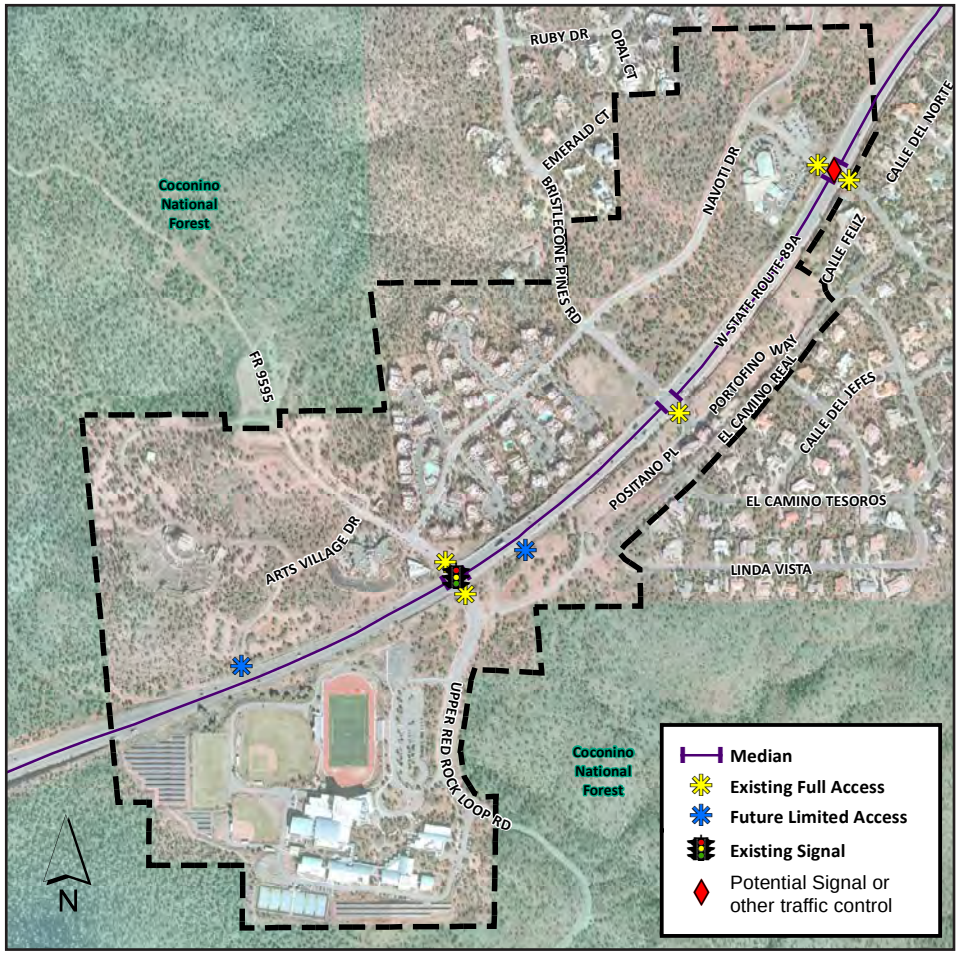


Figure 1.6: Access Control

See Community Plan: p. 57 Goal 2; p. 66 Policy 3; p. 37-37 Community Expectations.

Pedestrian/Bicycle Circulation and Walkability

CFA Objectives:

- Improved safety, convenience, and experience for walking and bicycling.
- A connected network of sidewalks and trails that link neighborhoods and lodging to services and destinations.

Strategies:

1. Walkability should be maximized for residents and visitors through interconnectivity.
2. The need for vehicle trips should be minimized.
3. Continuous streetscapes should be created on the highway and on Navoti Drive that provide a safe and appealing place to walk.
4. Opportunities to implement "Complete Streets" goals should be evaluated throughout and beyond the CFA.
5. Circulation linkages between Navoti Drive and Dry Creek Road should be explored.
6. Pedestrian pathways should be separated from the vehicular travel/ bicycle lanes on the highway.
7. Connected paths should be provided within and between developments and neighborhoods with direct pedestrian access to public sidewalks and adjacent transit stops.
8. Improved pedestrian crossing options should be explored on SR 89A between the High School and Yavapai College to enhance walkability and relationships between these related uses.
9. Bike lanes should be distinguished from the roadway with alternate pavement markings.
10. Route information (destination, distance, and direction) should be provided at visible locations such as intersections, transit stops, trailheads, visitor information sites, and public spaces.
11. Public access, parking, and pedestrian pathways should be provided to National Forest trailheads. Neighborhood links to the National Forest trail system should be provided where recommended by the USFS.

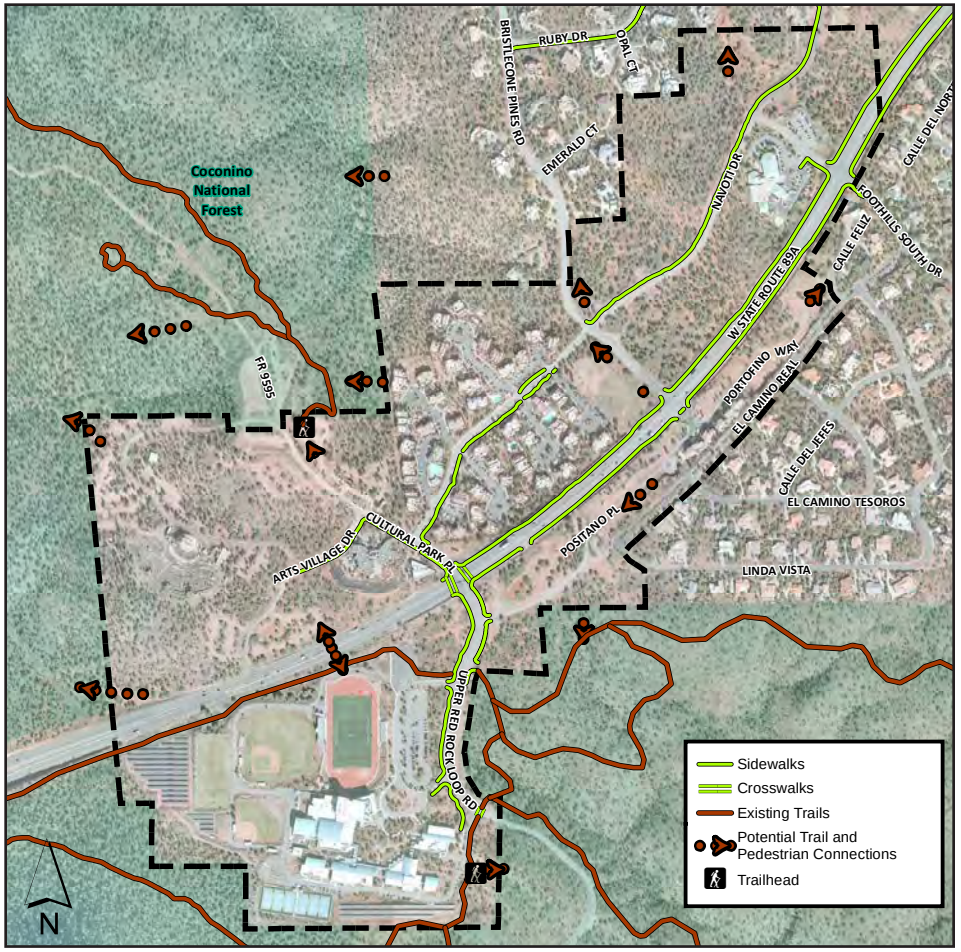


Figure 1.7: Pedestrian Connectivity

See Community Plan: p. 57 Goal 6; p. 66 Policy 2; p. 37 Community Expectations.

One benefit to the community includes the creation of a more walkable environment and reducing the need for personal vehicle trips outside the CFA. This should be a high priority in land use and circulation improvements within the Western Gateway. It is also very important that pedestrians can move easily and safely across the highway in key locations such as the Upper Red Rock Loop Road intersection and at Foothills South Drive. Creating these pedestrian links will be important as new development occurs north of the highway and to ensure good access to the National Forest trail system.

Navoti Drive provides a good alternate route north of the highway and its potential to operate as a Complete Street should be explored, including opportunities for shuttle service between the medical center and related residential development and educational, cultural and other potential land uses in the area.

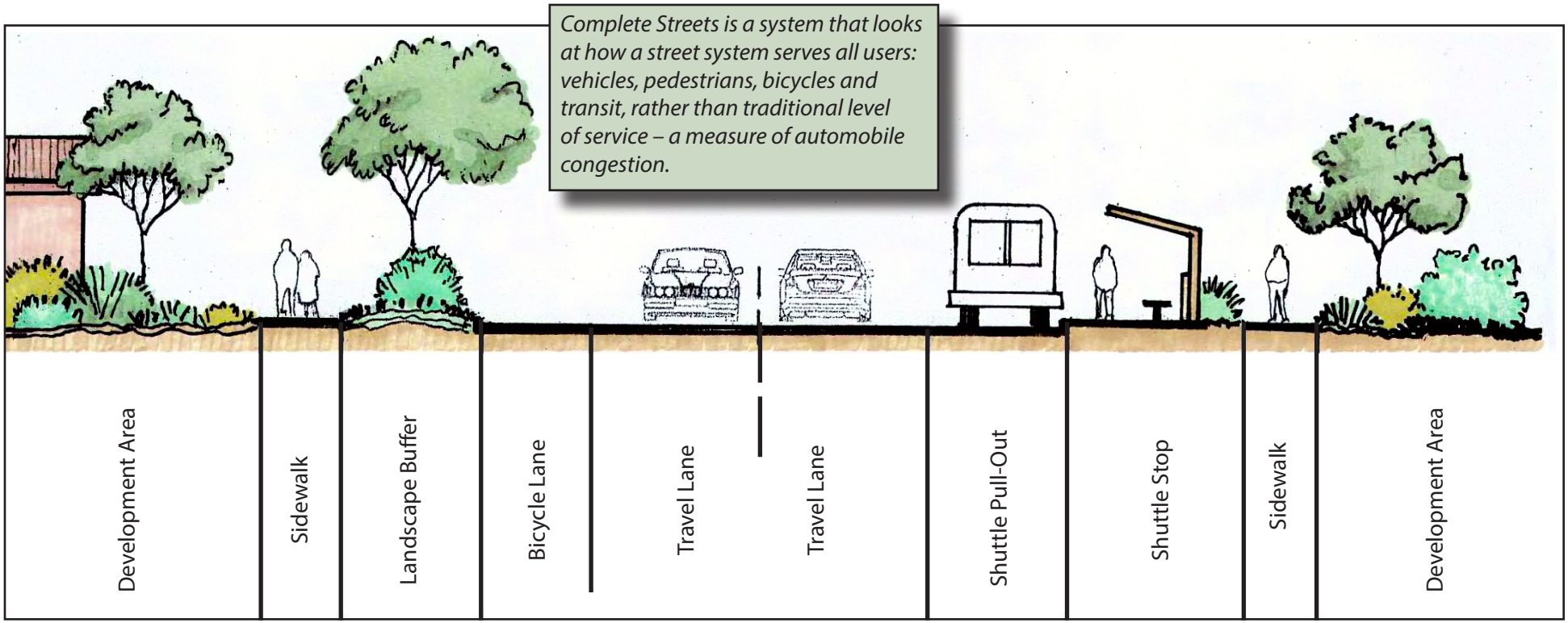


Figure 1.8: A cross section of a Complete Street.

Parking and Transit

CFA Objective:
A transit system that is convenient and useful for residents and visitors.

Strategies:
1. The local transit system should be expanded and adequate pullouts, benches and shelters provided.
2. Transit should be provided for lodging guests with access to trailheads and other destinations.
3. Additional or expanded parking served by transit, should be supported for events and joint use.
4. USFS strategies for transit access to trailheads should be supported.

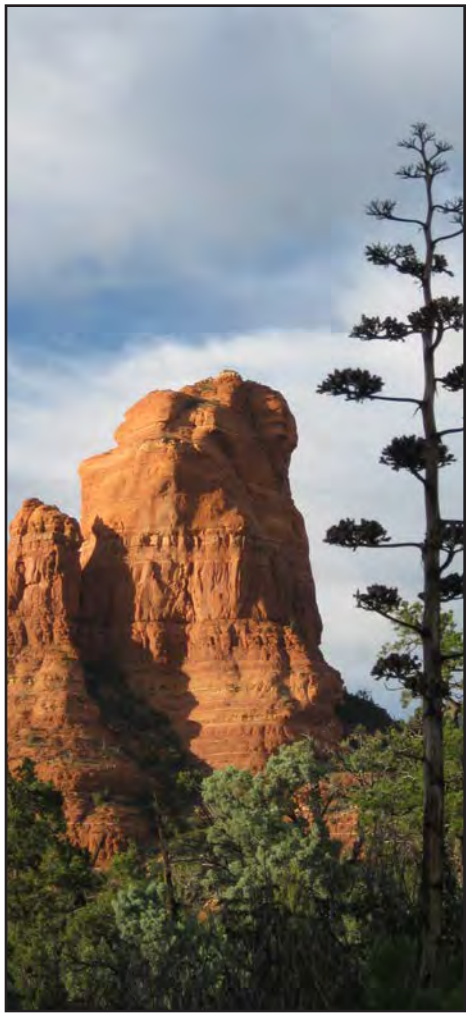
In addition to the existing Verde Lynx commuter transit system, the Sedona Community Plan recommends future transit planning that benefits Sedona residents, visitors, and those unable to drive (Community Plan Circulation Policies #7 and 8, page 66). Given the potential mix of uses, visitors and residents in this area, it is important to improve options for and access to transit. Shared parking facilities should also be served by a future transit system. With the large number of lodging units in close proximity, a transit system should specifically provide service from lodging locations to attractions in the area. For day visitors, providing parking locations with transit access could provide transportation to sites that may have limited parking. A "park and ride" location (primarily day users) can be incorporated into multi-use parking facilities in conjunction with new development.

See Community Plan: p. 57 Goal1; p. 66 Policy 7 and 8.

Recommendations: Environment

Sedona Community Plan Goals

"Preserve and protect the natural environment"
"Protect and preserve natural open space"
"Ensure a sufficient supply of quality water for the future"
"Promote environmentally-responsible building and design"



National Forest Lands & Natural Open Space

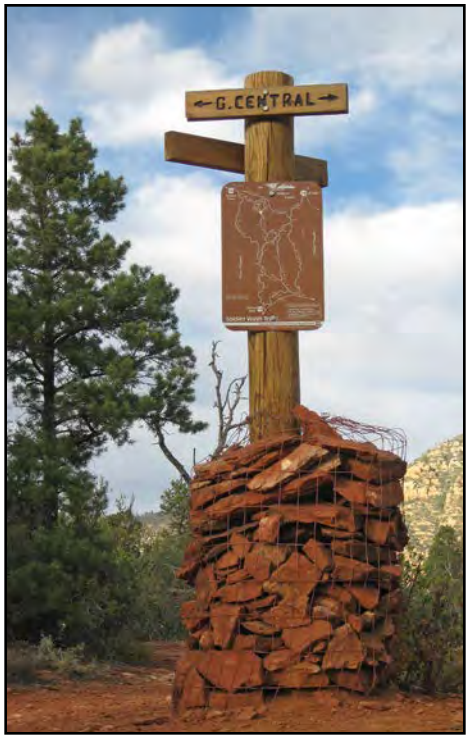
CFA Objectives:

- Public lands that are protected and scenic views that are preserved.
- Natural areas are preserved on ridgelines and along the highway.

Strategies:

1. Development should be clustered when adjacent to National Forest to create buffers within the wildland–urban interface.
2. Access to National Forest should be managed by trailheads and neighborhood links.
3. New trailheads should be located on previously-disturbed sites where possible.
4. Public education regarding "leave no trace" practices should be supported.
5. Efforts to mitigate the spread of noxious weeds in areas adjacent to National Forest should be supported.
6. Natural open space should be preserved on ridgelines, hilltops, and key locations along the highway.

Protection of the natural environment, and in particular, the surrounding National Forest, is an important consideration for this area where forest land surrounds approximately half of the planning area. There are also large areas of undisturbed vegetation elsewhere in the planning area where future development should be designed to preserve this habitat to the greatest extent possible.



See Community Plan: p. 71 Goal1; p. 81 Goal 1; p. 86 Policy 10; p. 54 Policy 15; p. 78 Policy 11; p. 37 Community Expectations.

Green Building

CFA Objective:
Conservation practices that are incorporated into building and landscape design, construction and maintenance.

Strategies:
1. Park sites should be developed with native vegetation and promote low water use.
2. Xeriscape principles should be used in landscaping by conserving water and using appropriate plants reflective of the natural environment that contribute to sense of place.
3. Storm water should be managed with green infrastructure practices that slows and captures runoff.
4. Businesses with non-compliant lighting should be encouraged to convert outdoor lighting with fixtures that are dark sky compliant and energy efficient.
5. Use of solar energy should be encouraged for building designs with photovoltaics and passive solar features for energy, heating, and lighting.
6. Waste reduction measures should be practiced for building construction, maintenance, and business operations and recycled building materials should be utilized.
7. Recycling site options should be explored.

Because so much of the area is undeveloped, there are many opportunities to reduce water consumption in conjunction with new development, where possible.

Xeriscape Principles:
- Strategic Planning and Design
- Soil Evaluation/Improvement
- Alternatives to Turf
- Irrigate Efficiently
- Mulch
- Select appropriate Plants
- Maintain

Green Building Goals:
- Energy Efficient
- Water Efficient
- Waste Reduction
- Reuse and Recycle Materials
- Reduce Pollution

Green Infrastructure Examples:
- Permeable Paving
- Bioswales
- Rain Gardens
- Stormwater Planters

See Community Plan: p. 71 Goals 1, 2, 4, 5; p. 78 Policies 4, 6, 10, 13.

Recommendations: Sense of Community

Sedona Community Plan Goals

"Create increased opportunities for formal and informal social interactions. "
"Enhance opportunities for artistic display, engagement and learning. "

Community Spaces and Activities

CFA Objective:
Public spaces and activities that connect the community.

Strategies:
1. Coordination of educational objectives should be encouraged between property owners, Yavapai College, High School, and USFS.
2. Open, shared, community spaces should be incorporated into development projects.
3. Opportunities should be provided for performing arts and other arts-related uses (e.g. within public spaces).
4. Amenities should be included in community spaces such as shade, seating, landscaping and public art.
5. Community spaces should be designed to mitigate noise and other potential impacts to neighbors.
6. Space for community gardens and farmers markets should be supported.

Within the planning area, public gathering spaces should be provided in conjunction with mixed use development and as a complement to the existing and planned uses. The educational uses, activities and events that already occur in this area also provide sense of community. Developments that look for additional ways to build community should be encouraged, including opportunities for the performing arts, live/work environments, wellness-related activities and programs, community gardens and other community-oriented activities and places.

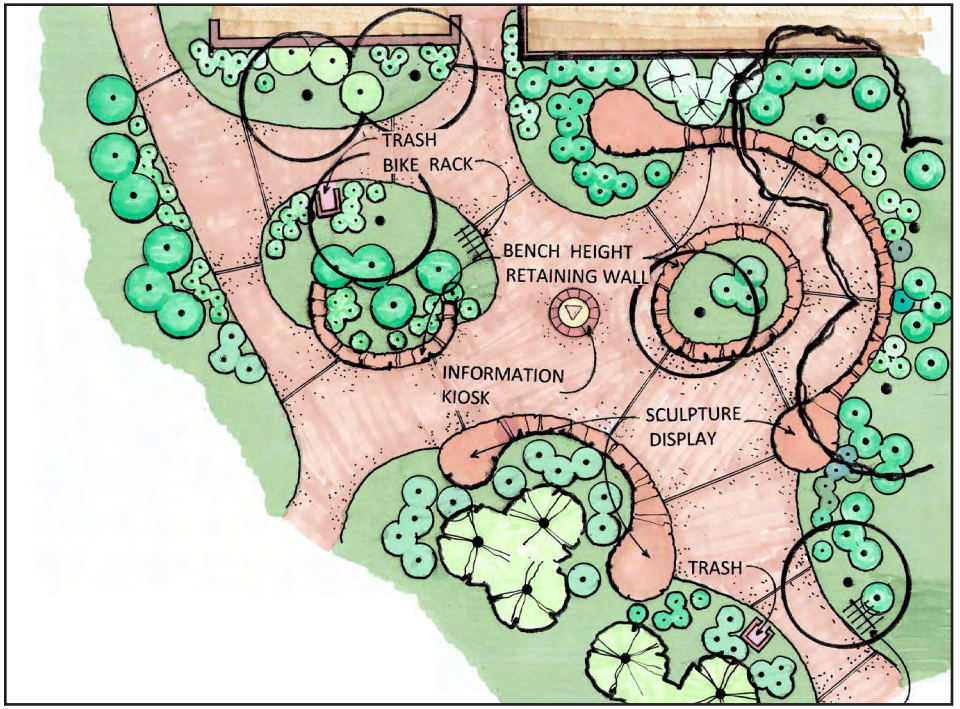


Figure 1.9: Site concept of a community gathering space. Community gathering spaces may be in a park, shopping center, or office complex, and may be a courtyard, plaza, or garden that is open to the public.

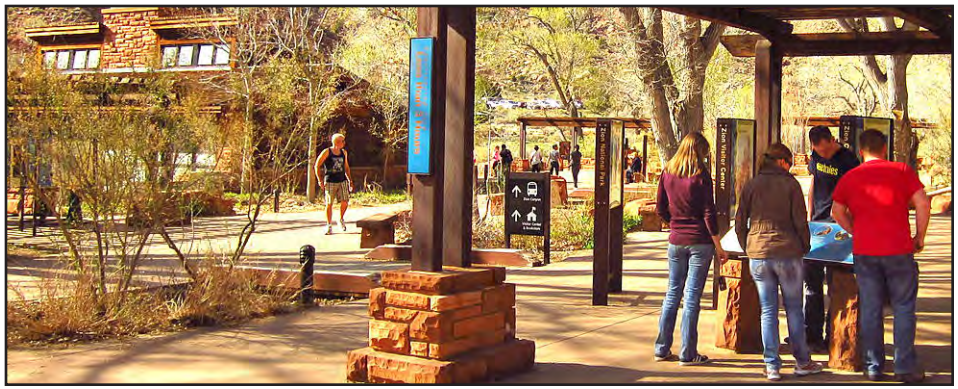
See Community Plan: p. 97 Goals 3 and 4; p. 107 Policy 11.

Recommendations: Sense of Place

Sedona Community Plan Goals

"Ensure harmony between the built and the natural environments."

"Reflect a unique sense of place in architecture and design."



Area Character

CFA Objectives:

- New development that reflects the vision of the Western Gateway.
- New development that does not change the character of existing neighborhoods.

Strategies:

1. Commercial uses should include design features and signs that are compatible with a sense of arrival and preservation of red rock views that are central to the community's identity.
2. A sense of arrival should be maintained through viewshed protection, natural vegetation preservation and landscape/streetscape character (e.g. significant landscaping should be included at the Upper Red Rock/ Cultural Park Place intersection with SR 89A).
3. Significant natural open space should be preserved as a buffer between new development and low density single-family subdivisions (e.g. the areas north of Navoti Drive and northeast of the Medical Center).
4. Impact of new development on neighboring residents should be mitigated using a variety of methods such as building design, site layout, landscaping, and traffic control.

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.

Vision Statement:
The Western Gateway will be a sustainably developed, distinct, active, walkable and vibrant place with a diversity of land uses that attracts both locals and visitors while promoting health, wellness, arts, and education, achieving harmony with the natural environment and creating a sense of arrival to the community.

See Community Plan: p. 17 Goals 2 and 3; p. 53 Policies 8 and 5; p. 38 Community Expectations.

Viewshed Analysis

To preserve natural open space on ridgelines, hilltops and along the highway, and to maintain a sense of arrival through viewshed protection, locations with high visability from 89A and viewshed sensitive locations have been identified in the following figures. Development in areas and hillsides with high visibility from 89A and where development may obstruct scenic views should be designed in such a way that minimizes their visual impact. In areas with low visibility from 89A, development standards may be more flexible to allow additional height. Additional height allowances or restrictions may be considered where a viewshed analysis demonstrates low or high visual impact. The example elevation cross sections below demonstrate how height may be increased without negative visual impact.

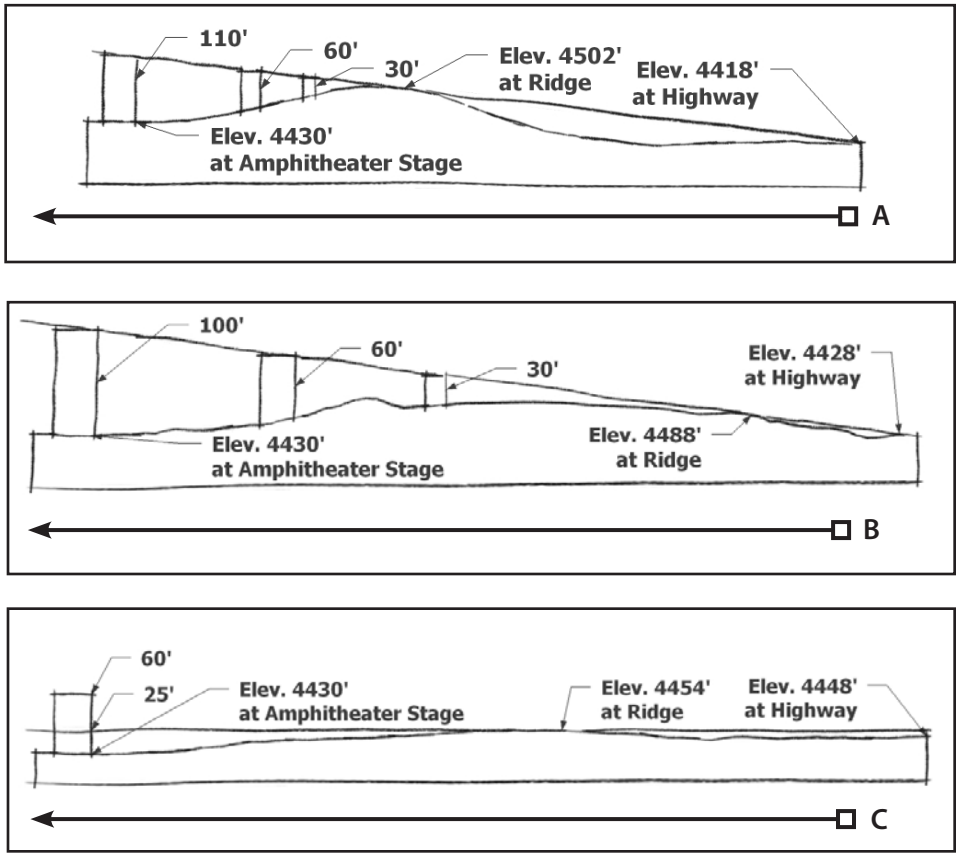


Figure 1.10: Elevation Cross sections

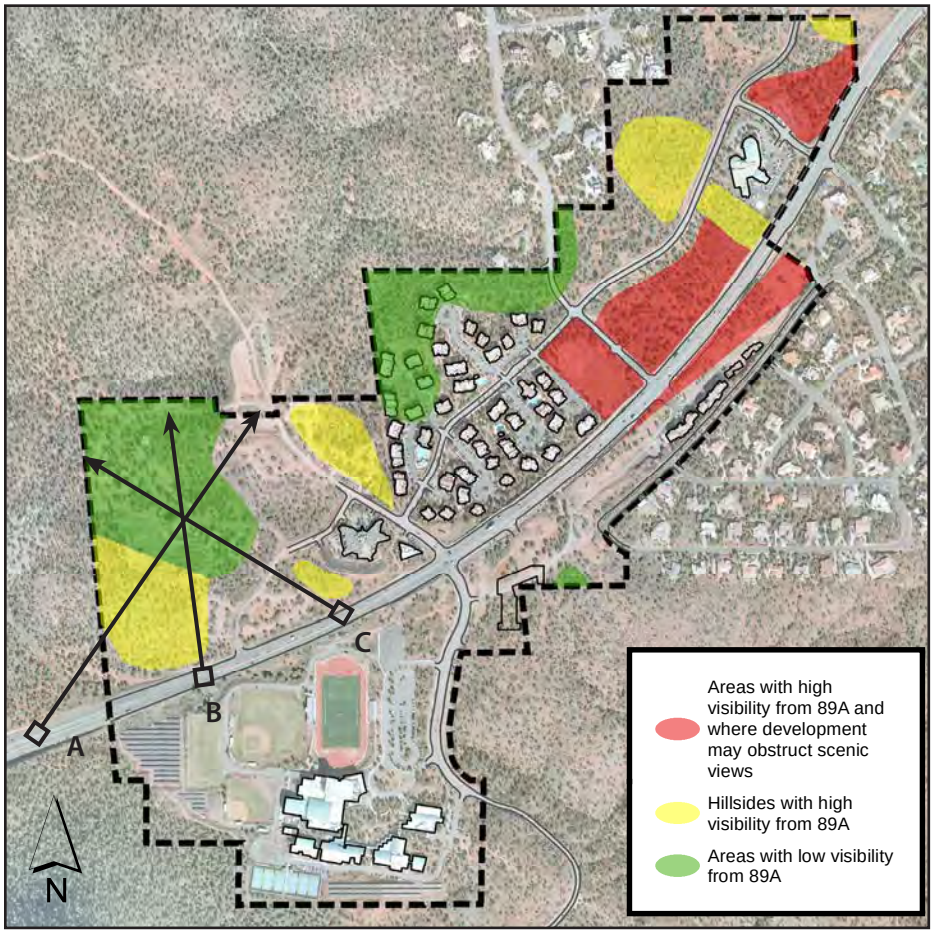


Figure 1.11: Viewshed Analysis Map

Design Guidelines

Purpose

Although each of the three character areas – Cultural Park, Southside 89A, and Medical Center – is distinct and unique, the intent of this section is to provide more universal design guidelines. These guidelines are intended to promote a desired level of quality development that encourages attractive streets, enjoyable public spaces, and lively, mixed use areas. Specifically these guidelines will:

- Provide expectations for quality design
- Provide ideas to property owners
- Provide evaluation criteria for project review
- Provide a framework to help ensure objectivity, consistency, and predictability in the design review process
- Promote a clear identity and sense of arrival to west Sedona and sense of place for each of the three character areas

While these guidelines do not seek to impose an overriding style or artificial theme, they do seek to promote those positive design characteristics seen throughout Sedona that help to make it the unique place it is. These guidelines aim to stimulate creative approaches and solutions within a workable framework, rather than laying out detailed and rigid standards. It is not the intent of these guidelines to eliminate design freedom or discourage innovation and creativity.

Further, these guidelines may be interpreted with some flexibility in their application. They present minimum design criteria for the achievement of functional and attractive developments that fit within the character of the area. Because these are minimum guidelines and each project is different, they do not contain all possible techniques for achieving the desired quality of development. Situations may arise that are not covered by these guidelines; therefore project designers and plan reviewers are encouraged to follow the "principles" that the guidelines represent and to use creativity in meeting the expectations for quality development.

Design Principles

These guidelines are intended to uphold the following basic design principles:

- Maintain sensitivity of Sedona's iconic surrounding natural environment in new design and redevelopment
- Create a welcoming sense of arrival as the western entrance to Sedona
- Strengthen the Sedona image through appropriate architectural detailing and incorporation of artistic elements
- Create a pedestrian-oriented and human-scaled environment
- Incorporate the principles of sustainable development, sustainable design, and sustainable building practices
- Provide for ample landscaping and site amenities
- Promote businesses through attractive signage, which is appropriate for Sedona's character

For more detailed guidelines, see the full Design Guidelines in the Appendix (pages 68-82).

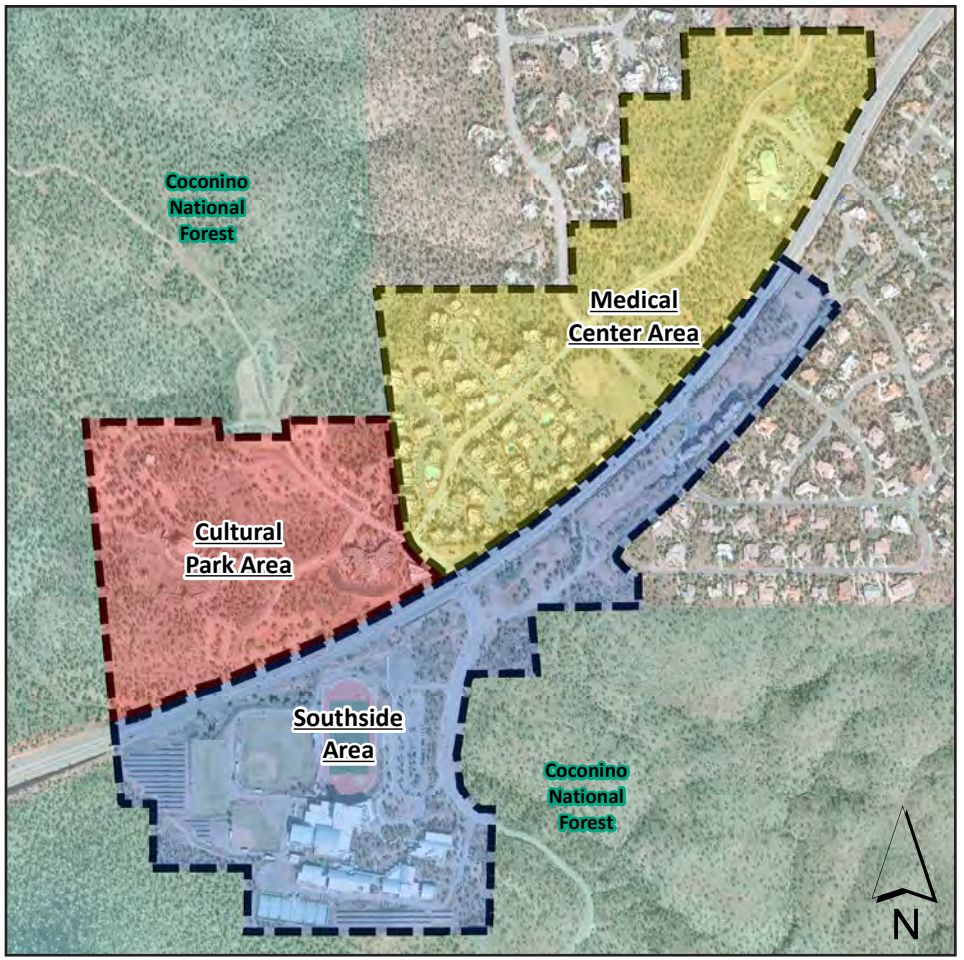
CHARACTER AREAS AND DEVELOPMENT GUIDELINES

Character Areas Overview

The Western Gateway consists of three character areas:

- Cultural Park
- Southside 89A
- Medical Center

The following map depicts the Western Gateway CFA and the three Character Areas. Each Character Area includes descriptions and Development Guidelines. Development Guidelines for each Character Area comprise the specific planning recommendations to guide future zoning and development standards and, in some cases, reflect specific desired locations for land uses.



Cultural Park Character Area

The Cultural Park Character Area plays a key role in the vision of the Western Gateway as an active, walkable and vibrant place. To achieve a diversity of land uses there should be an appropriate mix of uses that can attract and encourage interaction between residents and visitors and provide a diversity of housing options for those in the workforce and to provide service to other residents in the area. The maintenance of public access to the National Forest is also essential.

While the Land Use Development Guidelines on the following pages provide recommendations for an appropriate mix of these uses, other development options may be considered that create an active, walkable, and vibrant place.

Cultural Park Character Area

The Cultural Park Character Area consists of approximately 47 acres, approximately 89 percent is undeveloped.

Defining features:

- Yavapai College
- Girdner trailhead
- Bounded on two sides by National Forest
- Navoti Drive links this area to Summit Timeshares and Sedona Medical Center
- Full access to SR 89A via Cultural Park Place and signalized intersection.

Land Use

Multi-family Residential

Choice in housing is important to individual families and the community as a whole. Currently, apartments make up approximately 4% of Sedona's housing stock. Future development in this Character Area should include long-term affordable housing options for the local workforce. Shared public space and surrounding National Forest can act as living rooms and backyards, providing a potential niche for smaller, multi-family residential units at higher densities. Independent living in the Cultural Park Character Area can be complementary to an age-in-place or assisted living facility program within the Medical Center Character Area.

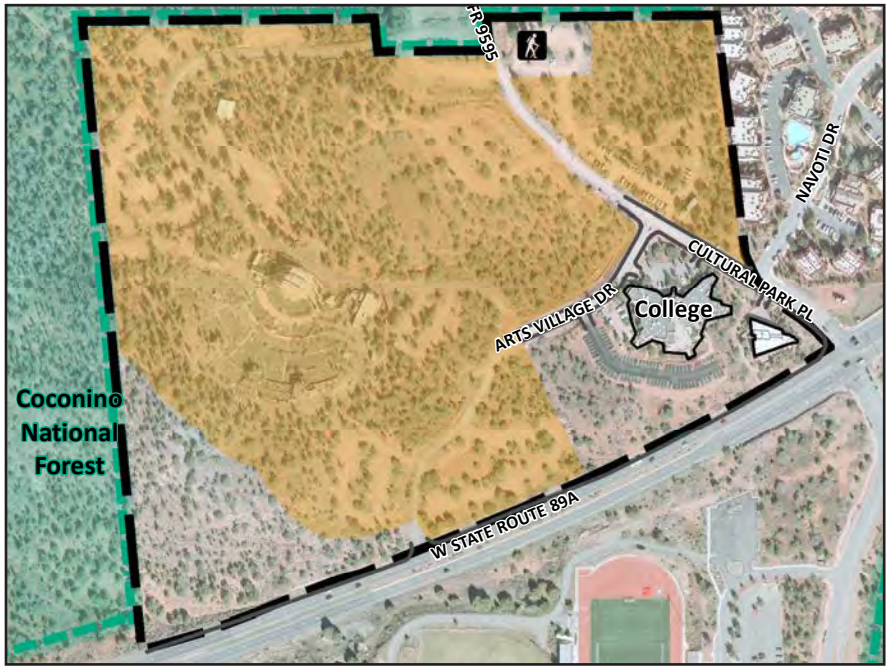
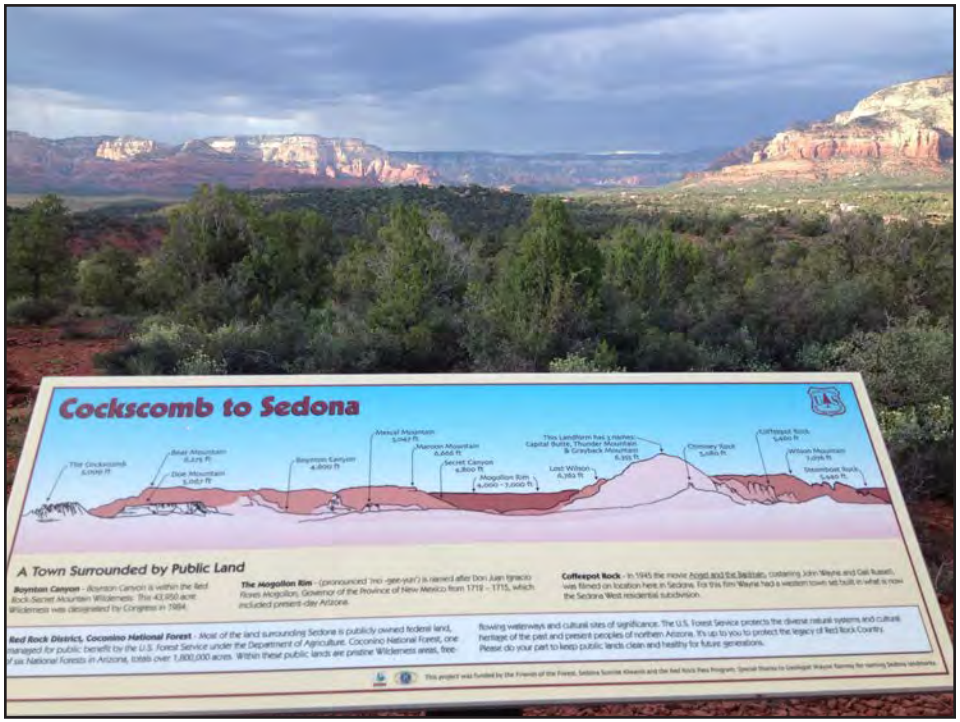


Figure 1.12: Areas appropriate for Multi-family residential uses.

Development Guidelines

1. Multi-family residential includes:
   - Mixed residential/commercial uses
   - Apartments
   - Townhomes
   - Condominiums
2. Multi-family residential housing should be located within the area shown in Figure 1.12 and should be included as part of the land use mix to encourage a vibrant place where both locals and visitors can interact.
3. Development of multi-family residential housing should include a variety of housing types and sizes and opportunities for both ownership and rental. No one type of unit (based on number of bedrooms) should dominate the total unit count.
4. Apartments should make up a significant percentage of housing units.
5. Densities greater than 12 dwelling units per acre in concentrated areas should be considered within this area in order to achieve housing diversity and affordability goals. Due to the topography of the site, higher densities and allowances for additional height can be accommodated into the design of the development without creating visual impacts to the highway corridor or existing neighborhoods.
6. Development should include long-term strategies for achieving affordability and availability to address local housing needs. Strategies should address, but are not limited to:
   - Affordability
   - Primary residence
   - Owner occupancy
7. Adequate on-site interior storage space (either joint or individual) should be provided for multi-family units.
8. Education uses, such as classroom space, could be considered as an additional use within multi-family residential areas.
9. 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.


Cockscomb to Sedona
A Town Surrounded by Public Land

Commercial

Future neighborhoods in this character area and nearby timeshare and lodging uses would all be within a quarter mile (ie. walking distance) of the proposed commercial areas. Nearby neighborhoods on the north side of the highway can also access the proposed commercial areas without using the highway via Navoti Drive. A wide variety of commercial uses is encouraged (see examples in the Commercial Development Guidelines).

Existing commercial/office building (northwest corner of Cultural Park Place and the W SR 89A intersection): Although current use is an office building, other uses, such as a restaurant or classroom space (e.g. medical/teaching lab with access to college or high school) could be considered if sufficient parking is provided through joint use parking with other uses in the Cultural Park Character Area.

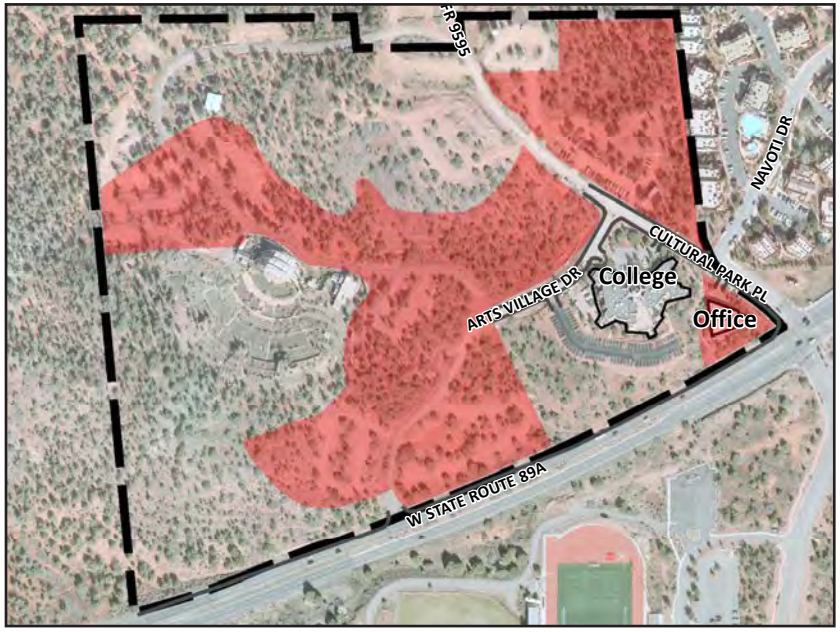


Figure 1.13: Areas appropriate for Commercial uses.

Development Guidelines

1. Commercial uses should be located within the area shown in figure 1.14, and should be included as part of the land use mix to serve residential, lodging, meeting facilities, and educational uses.
2. Commercial uses may also be included in areas with the highest residential densities as part of mixed use development.
3. Commercial uses should be included near the intersection of Cultural Park Place and Arts Village Drive.
4. Examples of compatible commercial uses include, but are not limited to:
   - Mixed use (residential/commercial/office)
   - Restaurant, cafés
   - Neighborhood market
   - Brewery/wine-tasting
   - Public spaces/plazas (for entertainment/performance areas/food trucks/farmers markets)
   - Theater (space can also work for educational, conference and other entertainment needs when theater not in use)
   - Live/work areas (e.g. galleries/studios)
   - Educational and civic uses
   - Recreation center/health spa

Trailhead and Vista Point

The *Coconino National Forest Land and Resource Management Plan* describes the Girdner Trailhead as a "hub" trailhead, accomodating a variety of trail users. A hub trailhead would include car and trailer parking, restrooms, information, and bike racks and accommodate equestrians and transit. This is an area where the USFS is planning to expand the trail system in response to heavy use and unauthorized trails, taking pressure off other crowded and more environmentally-sensitive areas. Moving the trailhead site onto National Forest land could allow for more significant improvements and expanded parking than its current location. Providing visitor information at this site has the potential advantage of providing environmental education, area information, amenities and parking all at a key recreational destination that is also a major vista point and photo opportunity.

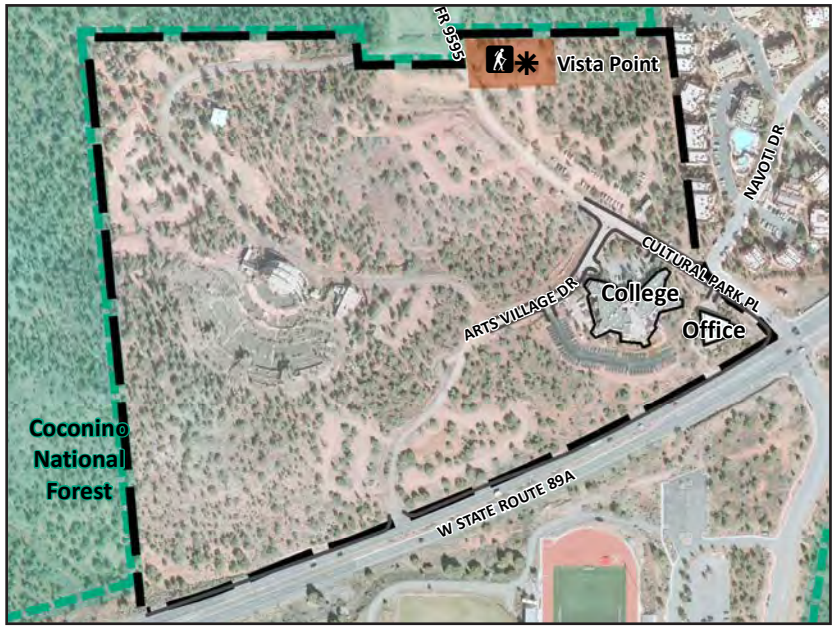


Figure 1.14: Areas appropriate for Trailhead and Vista Point uses.

Development Guidelines

1. The area on figure 1.15 is the existing Girdner Trailhead location. Public vehicular access, parking, shelters and benches must be retained and provided in conjunction with new development. The trailhead could be relocated, expanded and enhanced in conjunction with a new development proposal, but the benefits of the existing vista location should be a key consideration in evaluating trailhead expansion or relocation. The existing vista point shall (consistent with page 43) be retained as a significant public space regardless of the actual trailhead location.
2. Trailhead relocation or expansion may require partnerships with USFS to fund new trailhead construction as relocation is not possible based on USFS resources alone, due to federal budget constraints.

Educational

The existing Yavapai College facility and parking occupies approximately 3 acres of the 4.7 acre site (shown in figure 1.16). If the College wishes to expand in the future, it may either expand within the remainder of the site or be integrated into the other development within the Cultural Park Character Area.

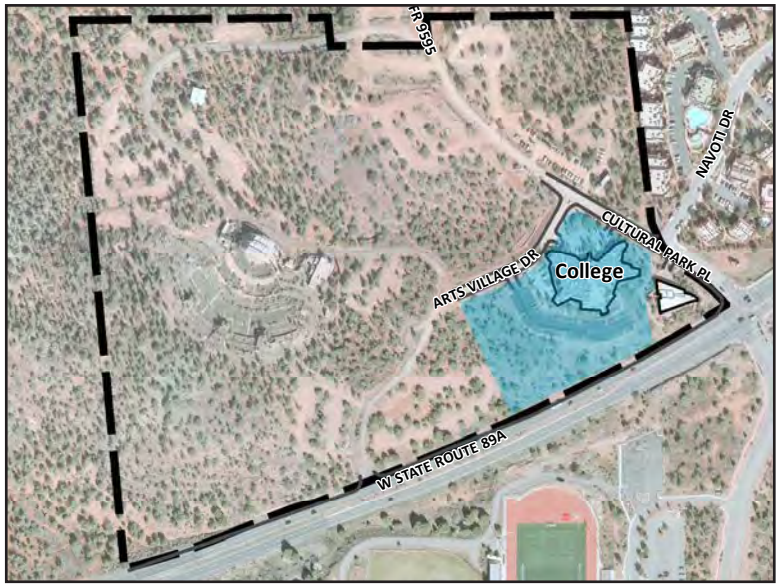


Figure 1.15: Location of existing college.

Open Space

Locations on the map below depict areas where open space preservation or open space/landscaped buffers (ie. screening from other uses) are important or potentially needed.

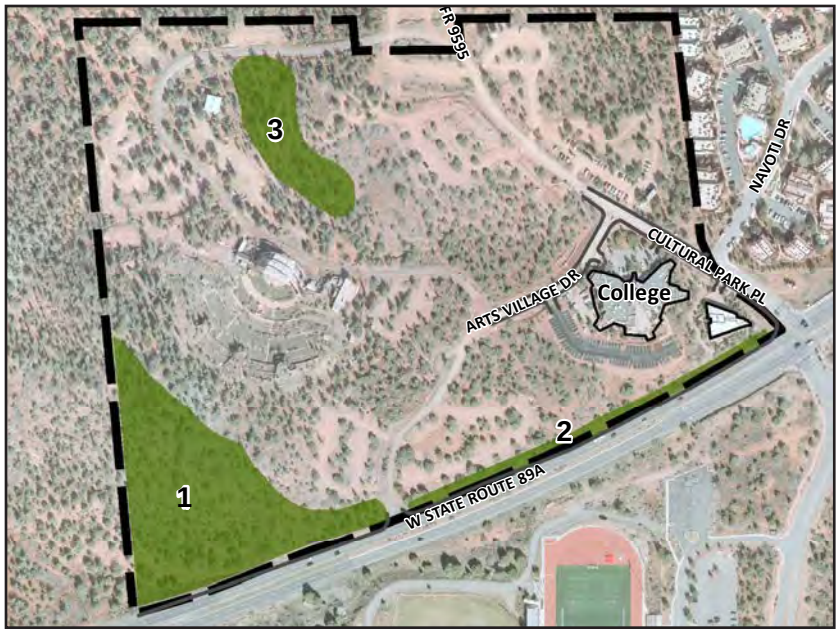


Figure 1.16: Areas appropriate for Open Space.

Development Guidelines

1. As shown on figure 1.17, a significant knoll has been identified in the southwest portion of the area. Significant natural open space should be preserved within this area particularly on the hilltop, steeper slopes and along the highway. If structures are located within this area, they should exhibit high quality architecture that provides a gateway "statement" for the area.
2. Natural vegetation along the highway should be preserved (where larger trees are present), or enhanced landscaping provided as a buffer.
3. A steep, vegetated area on the northern part of the site, is shown in figure 1.17. Natural open space should be preserved within this area on the steeper slopes.

Development Guidelines for all Land Uses

The following Development Guidelines apply to all land uses in this Character Area. See page 32 and the Appendix for general Design Guidelines.

1. 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.

2. Maximum Building Height (see also page 31 regarding viewshed analysis):
- Areas closest to highway should be limited to no more than 15 feet at the building setback line. Additional height may be considered if it is set back such that the visual impact from the road is not increased.
- In the central low-lying portion of the Character Area where there is a significant change in topography, heights may vary to accommodate greater densities and mixed use development. If increased heights are used, they must be designed and placed within the site to minimize visibility from the highway to the greatest extent possible.
- Areas in the northeastern quadrant of the Character Area should comply with the height requirements of the Sedona Land Development Code. Increased heights may be considered to accomplish the goals of this plan if it can be shown that a proposed design will not have additional impacts to the viewsheds of surrounding properties.

3. Corridor/Viewshed Sensitivity:
Special Considerations (See also page 31 regarding an explanation of the viewshed analysis), include but are not limited to :
- Limited height to protect viewshed corridors
- Streetscape, landscape, and site layout design to minimize views of buildings and parking areas (e.g. enhanced landscaping)

4. Parking Structures:
The Cultural Park Character Area could include a multi-purpose parking structure with additional parking for day-trippers to use shuttle service to specific auto-limited sites (e.g. trailheads) and other CFA's, and to provide for other public parking needs. Public parking may also be integrated with commercial uses and shared between users with different times for peak use such as farmers' markets, conference, performing arts, and other uses.

Parking structures are encouraged as an alternative to surface parking where:
- Surface parking would be highly visible and occupy a large amount of space
- Greater land area is needed to create a walkable, mixed use area

Parking structures may be developed as an integral part of the new development. This can be done by incorporating other land uses within the structure while allowing the other floors to be used for parking. City of Sedona Design Review Manual 2.6.2 contains guidelines for development of parking structures. Flexibility in development standards, such as density, height, lot coverage, and parking, may be appropriate in locations where view corridors and adjacent neighbors are not impacted, if a development incorporates structured parking into a proposal.

Development Guidelines for all Land Uses

5. National Forest Access:
In addition to the Girdner Trailhead, potential neighborhood links would provide additional non-motorized access to National Forest trails. Neighborhood links should be coordinated with the Forest Service. Public access to the trailhead and the road to the Girdner Gravel Pit (Forest Road 9595) must also be maintained.

6. Visitor Information:
Visitor information should be provided at the Girdner Trailhead or other locations within the Character Area. Visitor information sites should educate visitors about the area, navigation, the hiking/biking trails, the National Forest and the environment. National Forest trailhead sites could provide visitor information and shuttle access as well.

7. Lot Coverage and Setbacks:
In order to accomplish the goals of a mixed use, walkable community, increased lot coverage and decreased setbacks may be supported if the following are included in a development proposal:

- Joint/shared use parking structure
- Mixed use (incorporation of commercial, office, residential, retail, and parking into one development)
- Pedestrian oriented developments, including but not limited to:
  - Vehicle free zones
  - Pedestrian corridors
  - Bicycle amenities

8. Highway Access:
Full highway access is provided via Cultural Park Place. One additional existing access point west of this intersection with 89A provides for right-in, right-out access only. No additional access points are recommended (see Fig. 1.6, Access Control, page 20).

9. Connectivity:

- Pedestrian- Sidewalks and paths must link on-site amenities, parking, building entrances, trails, streets, community spaces, and adjacent destinations. Pedestrian crossings on 89A should be improved and a grade-separated crossing option should be explored and potentially expressed as a gateway and artistic feature.
- Highway- Projects shall be designed to maximize connectivity for vehicles to improve safety and minimize local traffic congestion, such as creating new street connections, and connected and shared driveways and parking areas.

Development Guidelines for all Land Uses

The example elevation cross sections in figure 1.19 demonstrate how height may be increased without negative visual impact (see page 31 for more information).

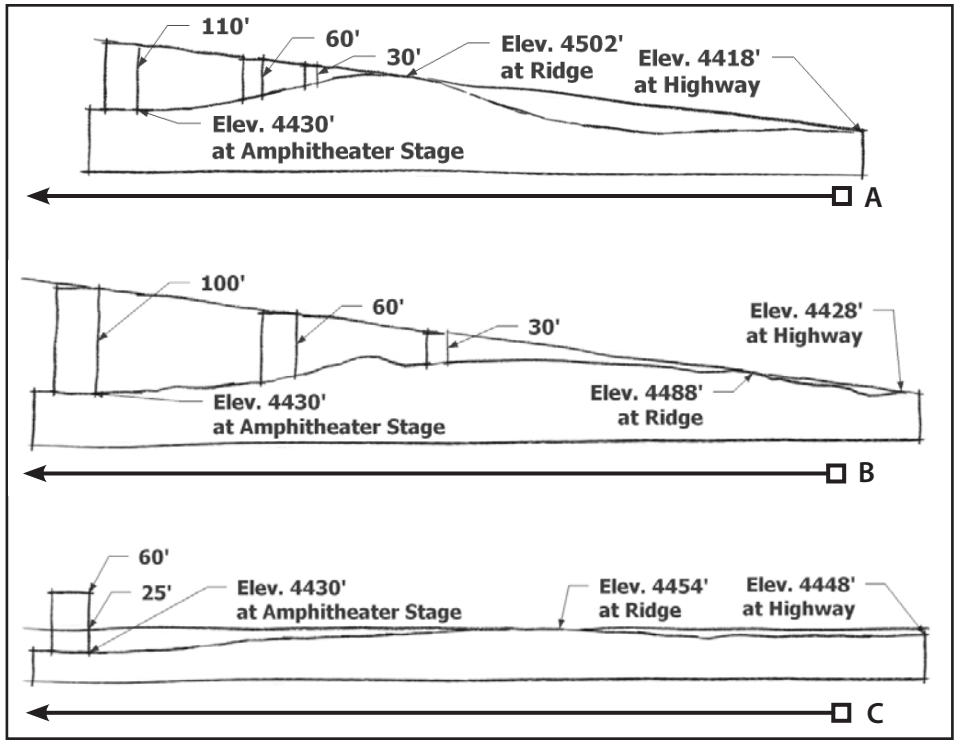


Figure 1.17: Elevation Cross sections from 3 viewpoints on 89A.

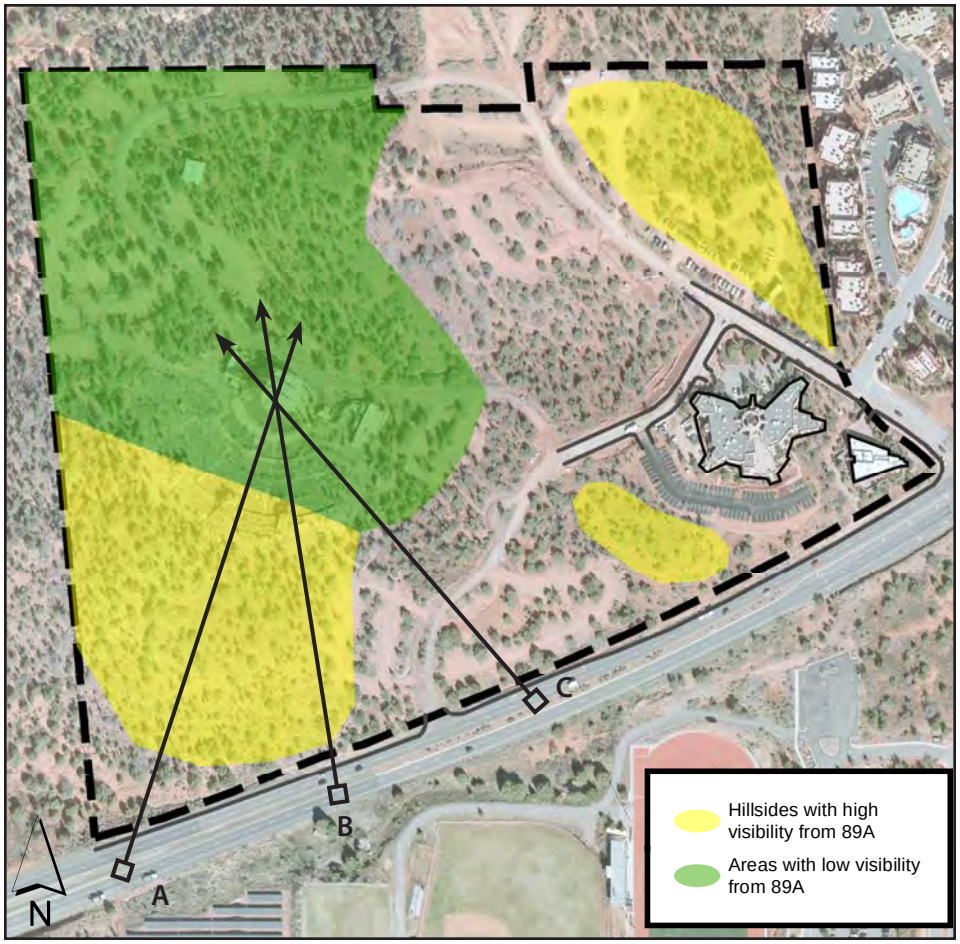
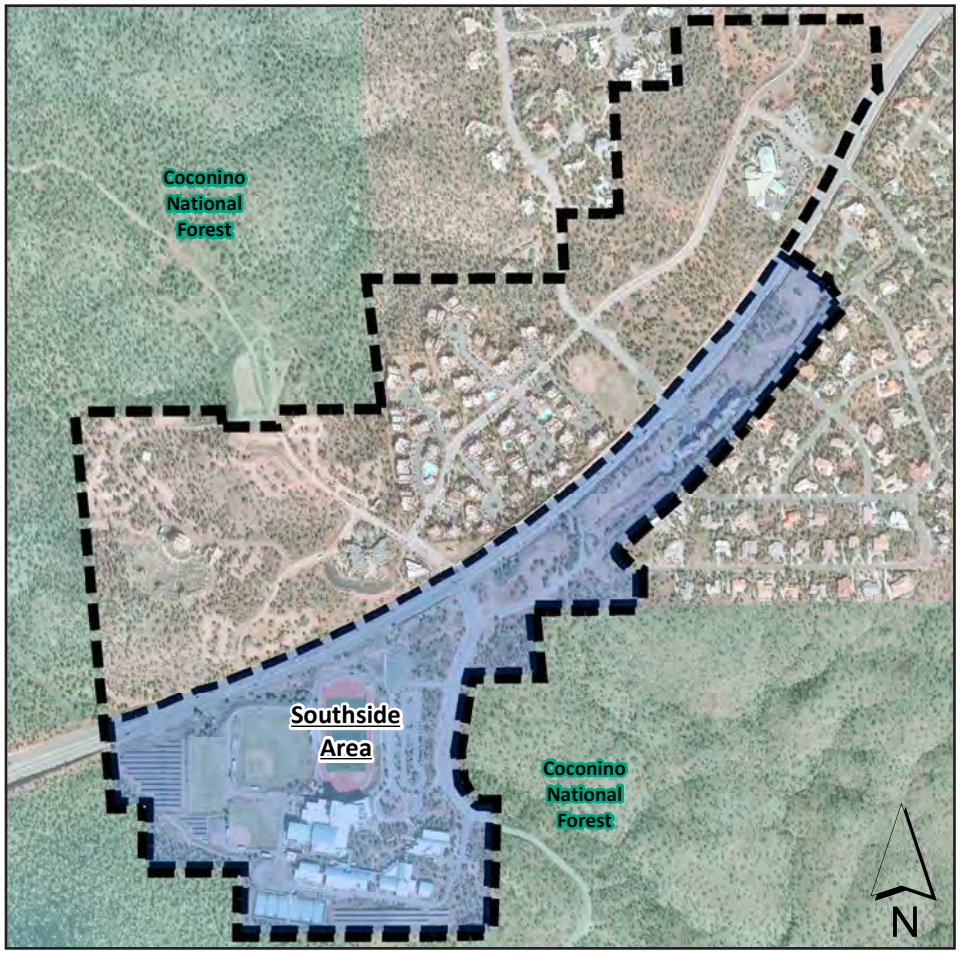


Figure 1.18: Viewshed Analysis Map

Southside 89A Character Area

The Southside 89A Character Area provides an opportunity to develop commercial, lodging and mixed uses that can serve both visitors and residents in the area. This area could also include a location for an official visitor information site. Access to National Forest trails should continue to be provided. Future lodging uses should be part of commercial and mixed use development within walking distance for both residents and visitors in the area. Better pedestrian linkages across 89A and the potential for an artistic gateway feature should be explored.

While the land use and development guidelines on the following pages provide recommendations for commercial, lodging and mixed uses, other development options may also be considered that create an appropriate mix of land uses for this area and the CFA.

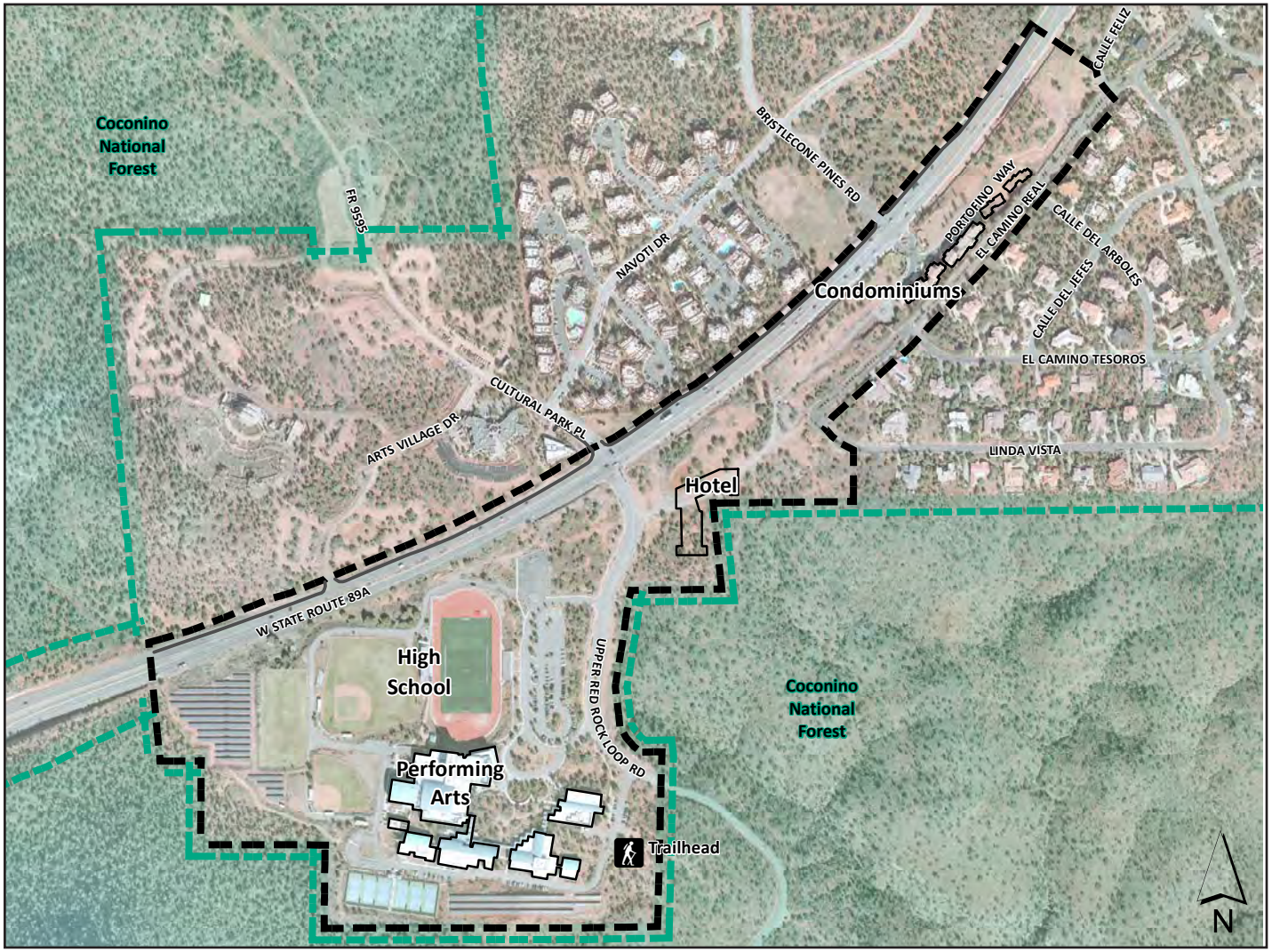


Southside 89A Area

The Southside 89A Character Area consists of approximately 66 acres. Approximately 8% is undeveloped and another 15% is partially undeveloped.

Defining Features:

- Sedona Red Rock High School
- Schuerman Trailhead (public access)
- Bounded by National Forest and single-family residential on the south and east.
- Marriott Hotel
- Park Place Condominium development – 12 out of 88 units completed.
- Full access to SR 89A only via Upper Red Rock Loop Road (signalized intersection) and opposite Bristlecone Pines Road intersection at the entrance to Park Place Condominiums.
- SR 89A does not allow for convenient pedestrian access to the other two character areas across the highway. There is only one crosswalk in the entire CFA.



Land Use

Commercial

Commercial uses in the area shown in figure 1.20 should be compatible with the adjacent high school and could serve residents in the Red Rock Loop area. Examples include a café, coffee shop, or small market. Other alternatives for the site might include a visitor center to provide needed information on how to get around and where to go (see also page 16).

Development Guidelines

1. Minimum Planning Acreage: Future development proposals should include a single development plan for the two parcels (approximately 2 acres). on the southwest corner of SR 89A and Upper Red Rock Loop Road.
2. Compatible uses: convenience store, café, coffee shop, restaurant
3. Visitor information may be included with commercial use. Flexibility in commercial lot coverage and building height could be explored to accommodate visitor information and parking as part of a commercial development plan.
4. Shared access to Upper Red Rock Loop Road should be provided to minimize access points.

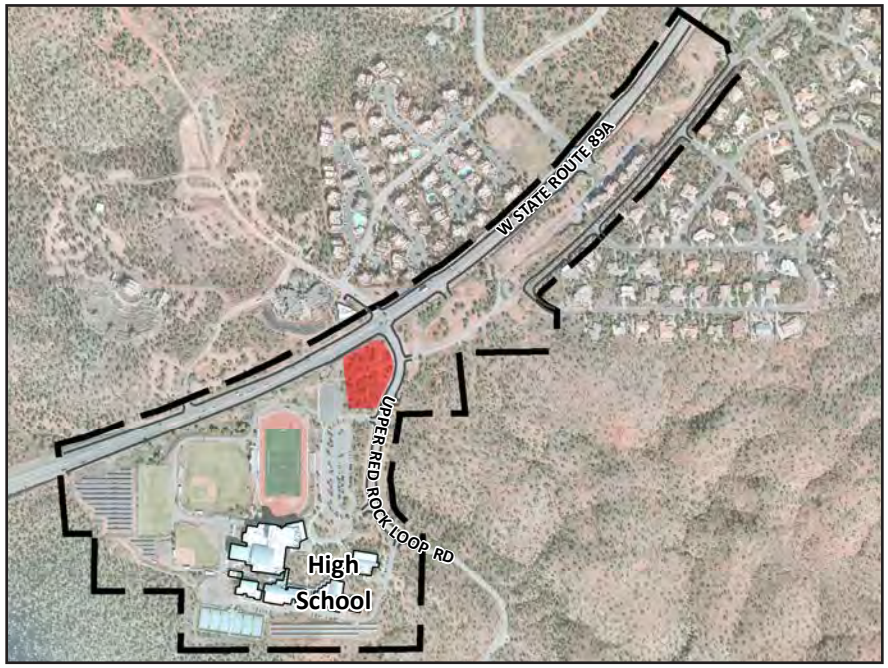


Figure 1.19: Areas appropriate for Commercial uses.

Lodging

The existing Marriott Hotel includes 121 lodging units on 4.3 acres – see figure 1.21. This area is completely built out and no additional development is recommended.

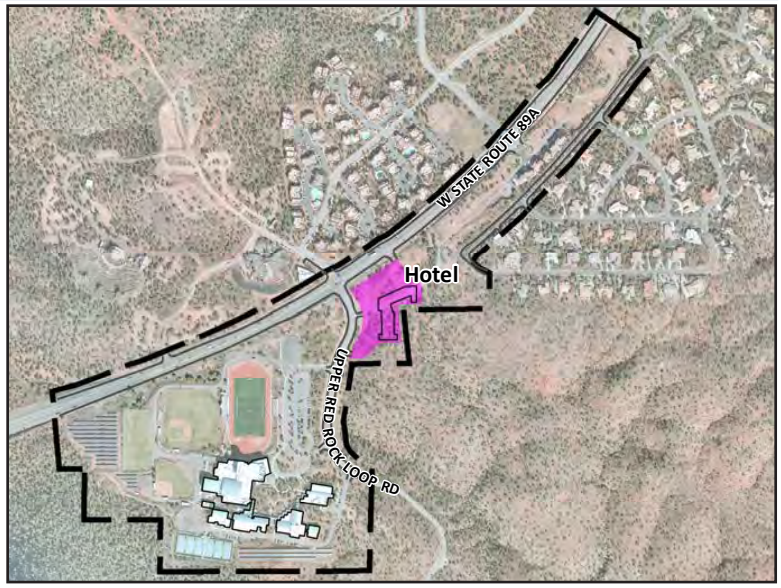


Figure 1.20: Area of existing Lodging.

Mixed Use Commercial, Lodging, Residential

A mix of neighborhood commercial, lodging and multi-family residential uses should be provided within the highlighted area in figure 1.22, with a potential pedestrian link to the single-family residential area. Lodging options that are designed for extended stays are encouraged and are compatible with the adjacent residential area.

Neighborhood links and/or a trailhead to USFS trails will be needed to help address the growing trail use and expanded trail system south of the highway. Trailhead and/or visitor information parking can be incorporated with new development.

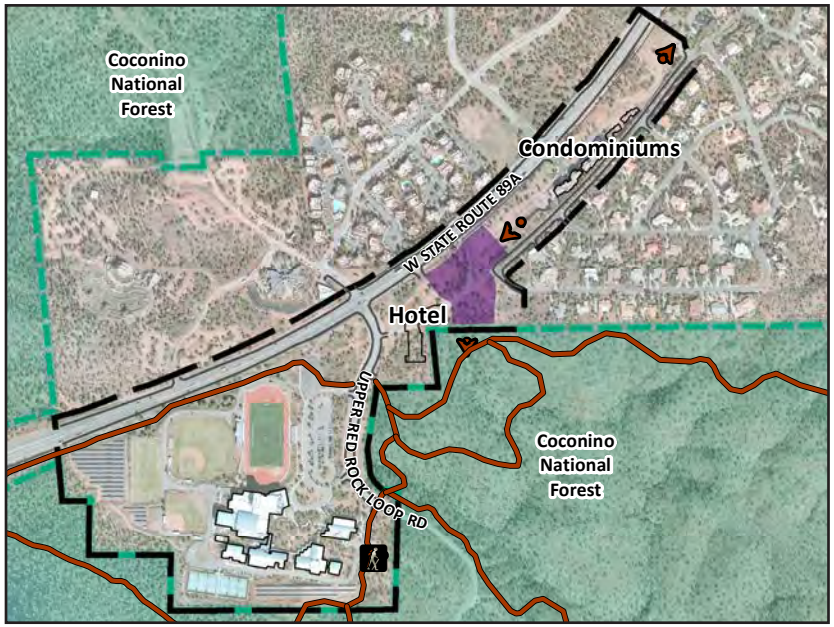


Figure 1.21: Areas appropriate for Mixed Use Commercial, Lodging and Residential.

Development Guidelines

1. Future development proposals should include all of the area between the Mariott Hotel and Park Place (approximately 3 acres) in a single development plan and may include additional property within the Park Place development (approximately one acre) through coordinated planning for mixed use development. These four acres are highlighted in figure 1.22.
2. Compatible Commercial uses: Café, coffee shop, restaurant
3. Multi-family should be part of any new development proposal in accordance with the City's Development Incentives and Guidelines for Affordable Housing.
4. Apartments should make up a significant percentage of housing units.
5. New housing development should include long-term strategies for achieving affordability and availability to address local housing needs. Strategies should address, but are not limited to:
   - Affordability
   - Primary residence
   - Owner occupancy
6. Adequate on-site interior storage space (either joint or individual) should be provided for multi-family units.
7. Flexibility in density and building height could be explored to accommodate preferred development.

Mixed Use Commercial, Lodging, Residential

- Landscaped street frontage
- Building perpendicular to street
- Multiple buildings
- Parking not in street frontage

- Landscaped street frontage
- Buildings at an angle to streets
- Multiple buildings
- Parking behind the buildings

Development Guidelines

8. Lodging uses:
   - Adjacent to SR 89A shall be aligned perpendicular or at an angle to SR 89A (not parallel to SR 89A).
   - Shall include multiple buildings rather than one large building.
   - Shall have parking located behind the buildings, and not visible from a public roadway or SR 89A (see also page 53 regarding parking structures).
   - Shall include multiple, smaller parking lots rather than large parking lots (see also page 53 regarding parking structures).
   - should provide or subsidize shuttle transportation to trailheads and Uptown.
   - should include trailhead parking or trail access and visitor information in coordination with the Forest Service.

Multi-family Residential

12 of 88 approved condominium units have been constructed within the area highlighted in figure 1.23. Potential future development could include mixed use in a portion of the adjacent area to the southwest (see description on page 49).

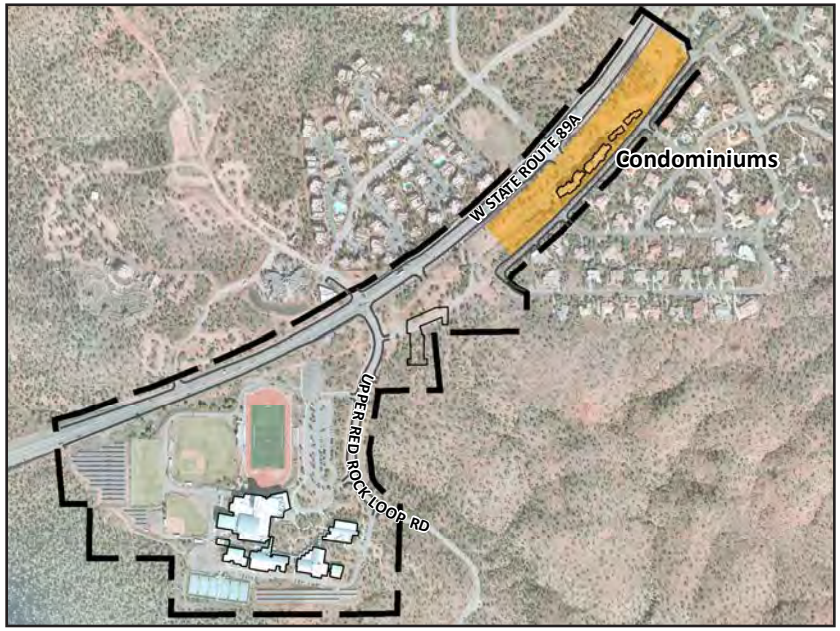


Figure 1.22: Area of existing Multi-family Residential.

Development Guidelines

1. Minimum Planning acreage: 9 acres (approx.)
2. Multi-family residential development is recommended for the area in figure 1.23.
3. Maximum density should not exceed 12 units per acre.
4. Mixed use development may retain the same or increase the number of dwelling units if the land area devoted to housing is replaced by commercial and lodging uses and pedestrian connections to adjacent land uses are included.

Open Space

1. Figure 1.24 includes a parcel next to National Forest, with significant natural vegetation, preserved as open space within an open space zoning district.
2. Proposed and existing open space buffering/landscaping is also depicted along the highway.

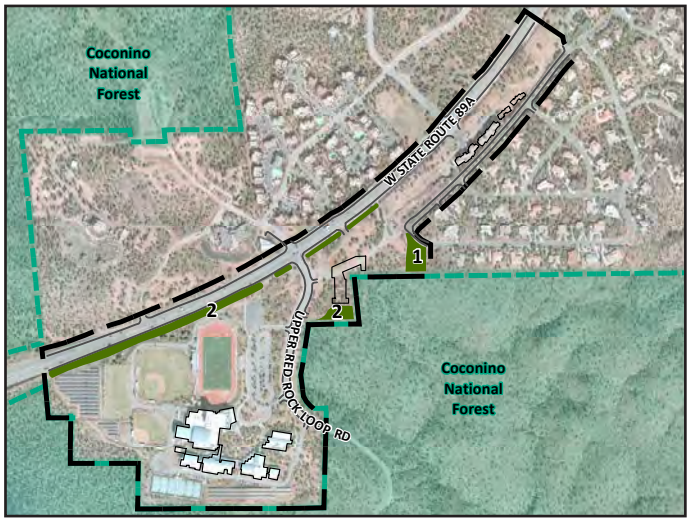


Figure 1.23: Areas appropriate for Open Space.

Parking at High School

Figure 1.25 depicts the potential for future parking expansion to provide increased community use of the existing Performing Arts Center. As a means to increase parking, a raised parking deck should be explored in place of expanding surface parking.

Figure 1.24: Area of existing High School and parking.

Development Guidelines for all Land Uses

The following Development Guidelines apply to all land uses in this Character Area. See page 32 and Appendix for general Design Guidelines.

1. National Forest Access:
The Schuerman Trailhead south of the High School provides National Forest access in this area. Additional access to National Forest Trails should be provided between the Park Place and Marriott developments – see preceding mapped area and Development Guidelines.

2. Maximum Building Height:
Areas closest to the highway should be limited to 15 feet at the building setback line with greater heights allowed with increased setbacks where it can be demonstrated that they will not create a greater visual impact from the highway.

3. Corridor/ Viewshed Sensitivity:
See also page 32 regarding explanation of viewshed analysis. Special considerations include, but are not limited to, streetscape and site layout design (e.g. open space/enhanced landscaping) to minimize views of buildings and parking.

4. Lot Coverage:
Flexibility with lot coverage can be considered for developments that incorporate desired components such as visitor information, mixed use, trail access, and parking.

5. Parking Structures:
If a parking structure replaces surface parking, commercial uses should be incorporated into the ground level of the structure.

Parking structures are encouraged as an alternative to surface parking where:

- Surface parking would be highly visible and occupy a large amount of space
- Greater land area is needed to create a walkable, mixed use area

An increase in permitted lot coverage should be considered in order to achieve this goal. Parking structures may be developed as an integral part of the new development. This can be done by incorporating other land uses within the structure while allowing the other floors to be used for parking. Sedona Design Review Manual 2.6.2 contains guidelines for development of parking structures. Flexibility in development standards, such as density, height, lot coverage, and parking, may be appropriate in locations where view corridors and adjacent neighbors are not impacted, if a development incorporates structured parking into a proposal.

6. Visitor Information Sites:
The City may consider participation in the implementation of an official visitor information location to provide for kiosks or other structures and parking. Participation could include, but not be limited to assisting in the offset of costs associated with development or purchase of property for this purpose.

Development Guidelines for all Land Uses

The following Development Guidelines apply to all land uses in this Character Area. See page 32 and Appendix for general Design Guidelines.

7. Connectivity:
- Pedestrian- Sidewalks and paths must link on-site amenities, parking, building entrances, trails, streets, community spaces, and adjacent destinations. Pedestrian crossings on 89A should be improved and a grade-separated crossing option should be explored and potentially expressed as a gateway and artistic feature.
- Highway- Projects shall be designed to maximize connectivity for vehicles to improve safety and minimize local traffic congestion, such as creating new street connections, and connected and shared driveways and parking areas.

8. Public Spaces:
Public spaces are encouraged as part of all mixed use and commercial development.

9. Highway Access:
Full highway access is provided via Upper Red Rock Loop Road and the entrance to Park Place. One additional access on Marriott property provides for right-in, right-out access only. No additional highway access is supported. Parking connections are also important with limited full access points to the highway (see Fig. 1.6, Access Control, Page 20). A grade-separated pedestrian crossing option on SR89A should be explored west of Upper Red Rock Loop Road and potentially expressed as a gateway and artistic feature.

Development Guidelines for all Land Uses

The example elevation cross section below illustrates the area where building height has the least visual impact (see page 31 for more information).

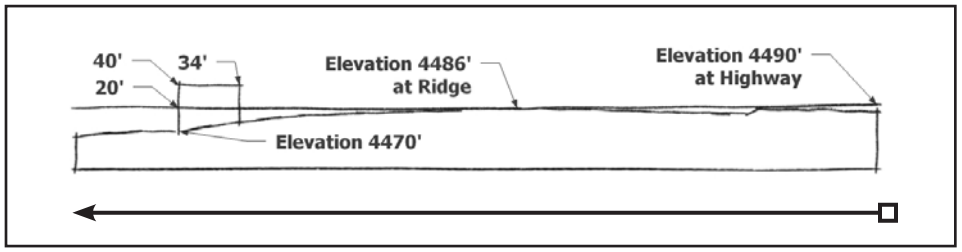


Figure 1.25: Elevation Cross section

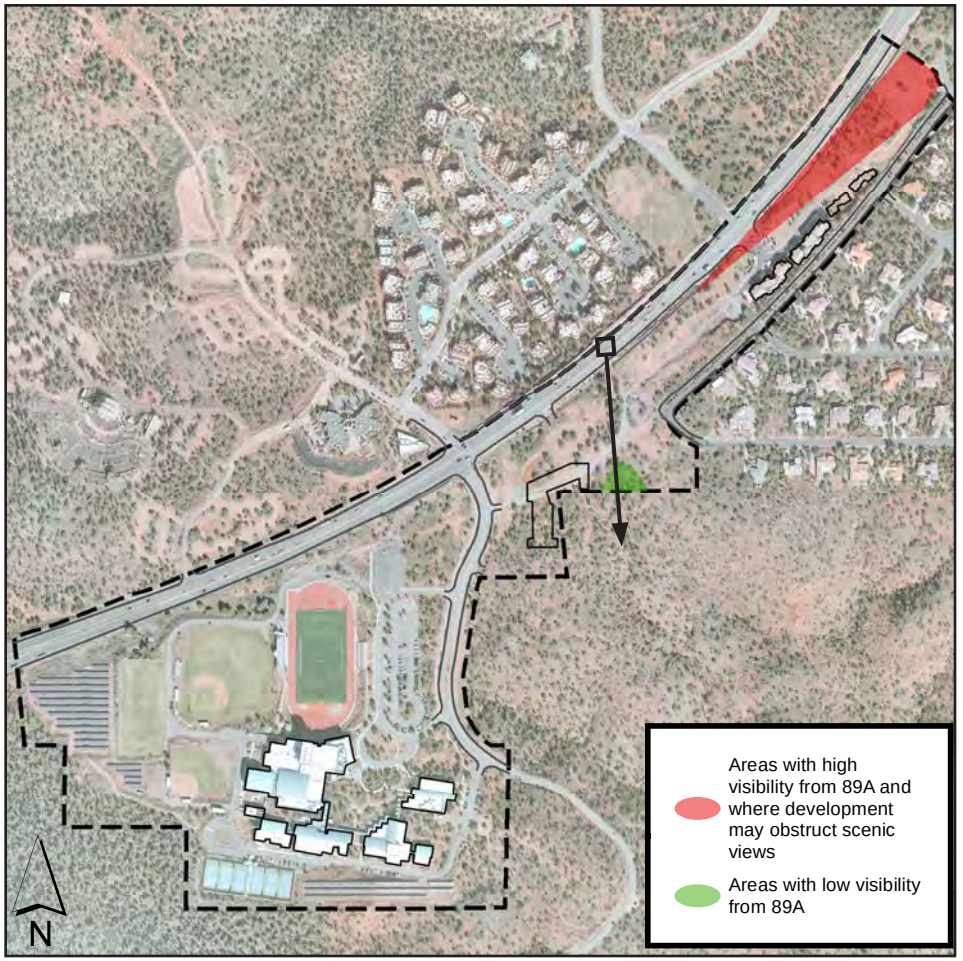
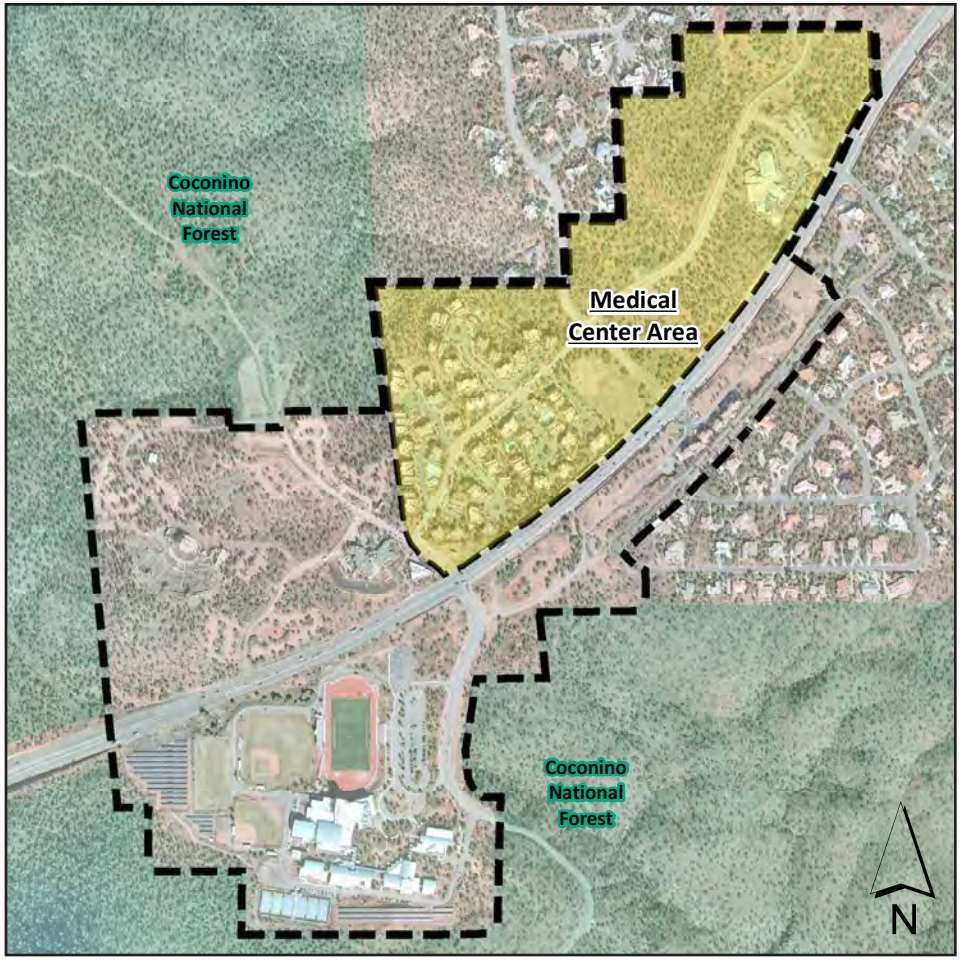


Figure 1.26: Southside Viewshed Analysis Map

Medical Center Character Area

The Medical Center Character Area plays a key role in the vision of the Western Gateway as an active, walkable, vibrant place. To achieve a diversity of land uses within the CFA, there should be an appropriate mix of housing and commercial uses within the Character Area to meet the needs of seniors, provide a diversity of housing options for those in the workforce, and to serve both health-care and senior-living needs (assisted and independent living and nursing care) and those of other residents in close proximity to the CFA.

While the land use and development guidelines on the following pages provide recommendations for this mix of residential, commercial, and health-care/wellness-related uses, other development options may also be considered that create an appropriate mix of land uses.

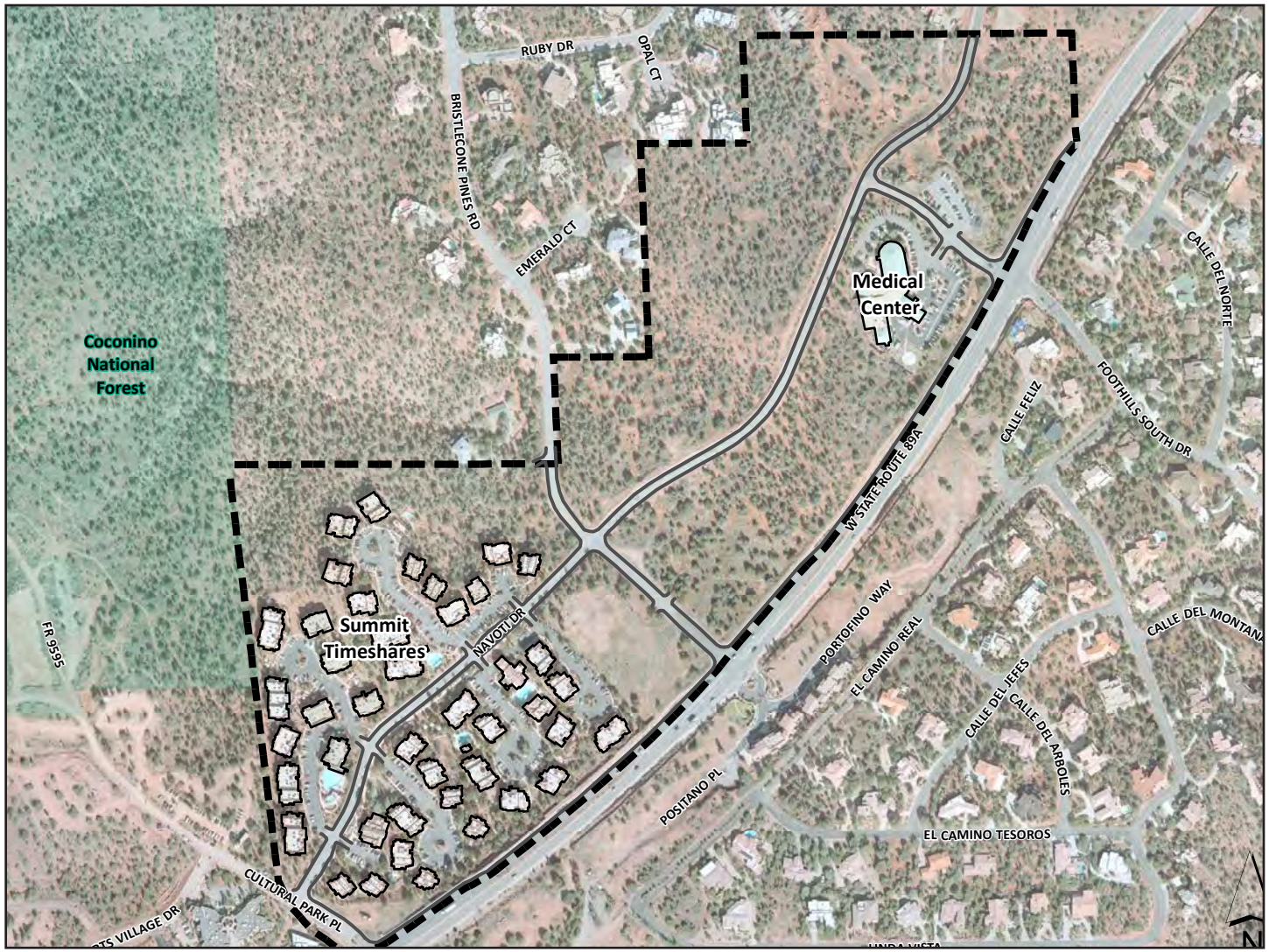


Medical Center Area

The Medical Center Character Area consists of approximately 70 acres and approximately 53% is undeveloped.

Defining Features:

- Sedona Medical Center (12% of the developed land area)
- Sedona Summit Timeshares (88% of the developed land area and 254 lodging units)
- Bounded by undeveloped and developed low density residential to the north and undeveloped land (Cultural Park Character Area) and National Forest to the west.
- Navoti Drive provides alternate route to SR 89A and provides access to signalized intersection, within the CFA. Navoti Drive also provides a link to Yavapai College and the Cultural Park area.
- Full access to SR 89A via Cultural Park Place (only signalized intersection), Bristlecone Pines Road, and at Medical Center opposite Foothill South Drive.



Land Use

Residential

The area shown in figure 1.28 should include senior living, including both independent and assisted living as part of an "age-in-place" concept. The potential for more intensive nursing care could be provided in the area south of Navoti Drive. Since a portion of housing is for those with limited mobility, there may not be as many vehicle trips generated as traditional housing and these types of facilities are often largely "self-contained". Although senior living and the concept of age-in-place fills a need in the community and should be a significant part of the land use mix in this area, housing should also be incorporated to address workforce housing needs, both community-wide and that associated with health care/wellness, senior living, and other residential uses within the CFA. Flexibility in development standards, including density, heights, and lot coverage can be considered if a wide variety of housing types are included in the development plan.

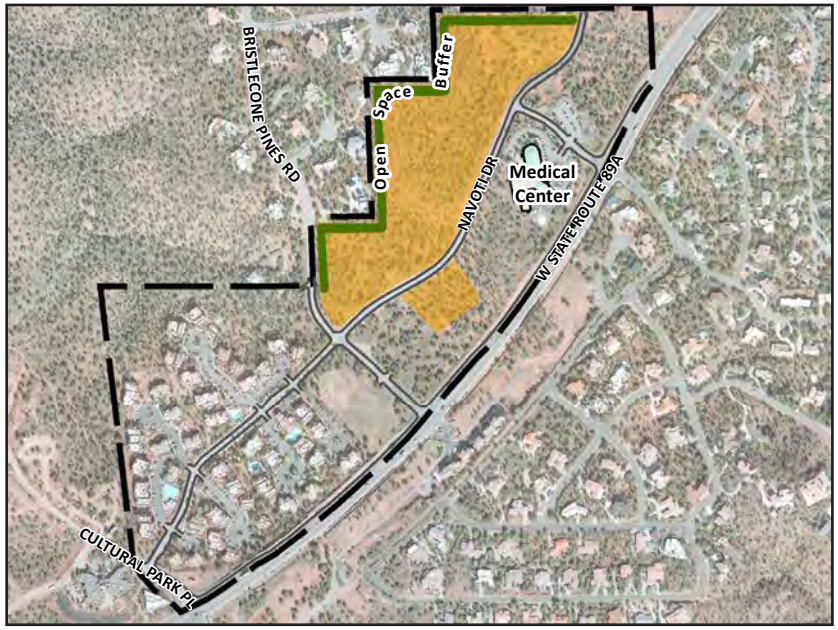


Figure 1.27: Areas appropriate for Residential uses.

Development Guidelines

1. Senior living and other multi-family housing should be located within the area in figure 1.28, and should be included as part of the land use mix to both strengthen the "age-in-place" concept for the CFA and to provide for workforce housing choices in addition to senior housing.
2. Densities greater than 12 units per acre should be considered in concentrated areas in order to accommodate the housing goals.
3. Development of multi-family housing should include a variety of housing types and sizes and opportunities for both ownership and rental. No one type of unit (based on number of bedrooms) should dominate the total unit count.
4. Apartments should make up a significant percentage of housing units.
5. New housing development should include long-term strategies for achieving affordability and availability to address local housing needs. Strategies should address, but are not limited to:
   - Affordability
   - Primary residence
   - Owner occupancy
6. Adequate on-site interior storage space (either joint or individual) should be provided for multi-family units.
7. Facilities for extended stays of less than 30 days for non-patients may be considered as accessory to healthcare services.
8. Educational uses such as classroom space, and recreation areas including a spa could be considered as additional uses within multi-family residential areas.
9. Significant natural open space buffers should be provided between new development and low density, single-family subdivisions north of Navoti Drive and northeast of the Medical Center. Other buffering methods, such as building placement and use of single-family scale structures could also be used where they are in close proximity to low density, single-family lots.

Commercial

Commercial uses in this Character Area should support the medical center and neighborhood housing associated with an age-in-place environment. Navoti Drive should also include a shared bike/golf cart path for independent and assisted living and timeshare residents. Most housing associated with the area around the Medical Center would be within walking distance (i.e. ¼-mile) of the commercial areas. Nearby neighborhoods on the north side of the highway can also drive to the commercial areas without using the highway, via Navoti Drive.

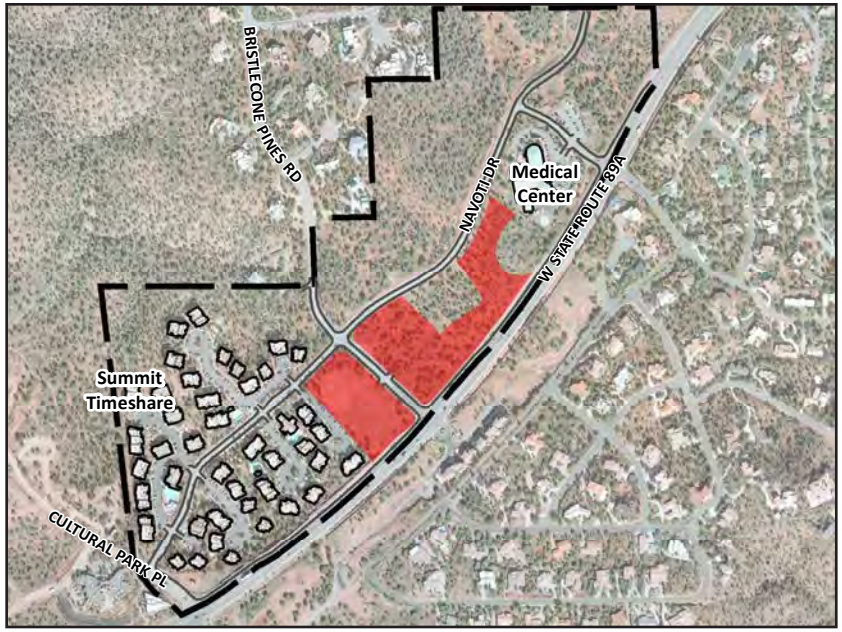


Figure 1.28: Areas appropriate for Commercial uses.

Development Guidelines

1. Commercial uses should be located within the area in figure 1.29 and should be included as part of the land use mix to serve health-care related land uses, senior living and other residential neighborhoods in the area.
2. Compatible uses:
   - Mixed use (residential)
   - Restaurant/café
   - Neighborhood market
   - Residential and professional services for age-in-place environment (barber, beauty, chiropractor, massage therapy, physicians, legal, insurance, accounting, etc.)
   - Educational uses (e.g. medical/incubator/teaching center)

Health Care/Wellness

Figure 1.29: Areas appropriate for Health Care/Wellness uses.

Development Guidelines

1. Medical office, nursing care, and other wellness-related facilities should be located within the area in figure 1.30. This could also include health spa and recreational uses.
2. The existing Medical Center covers approximately 4 acres. The area northeast of the existing medical center is also a location for future expansion of that facility.
3. A prominent knoll in the far northeast corner should be preserved (see open space development guidelines).
4. Facilities for extended stays of less than 30 days for non-patients may be considered as accessory to health-care services.

Open Space

Figure 1.30: Areas appropriate for Open Space.

Development Guidelines

Figure 1.31 depicts the areas appropriate for open space.

1. Natural open space with significant natural pinyon/juniper vegetation should be preserved immediately adjacent to the Medical Center, the northeast corner of the CFA and along the highway.
2. A landscaped buffer to the highway should be provided where significant natural vegetation is absent.
3. A natural open space buffer of existing pinyon/juniper trees and other buffering should be provided to adjacent single-family residential subdivisions.
4. More than 7 acres of natural open space is preserved as part of the existing Sedona Summit Timeshare development.
5. Acceptable improvements within open space areas could include non-motorized trails and pathways.

Lodging

Figure 1.32 includes the existing Sedona Summit Timeshare development with 254 units on 28.6 acres. This site is completely built out and no additional development is recommended.

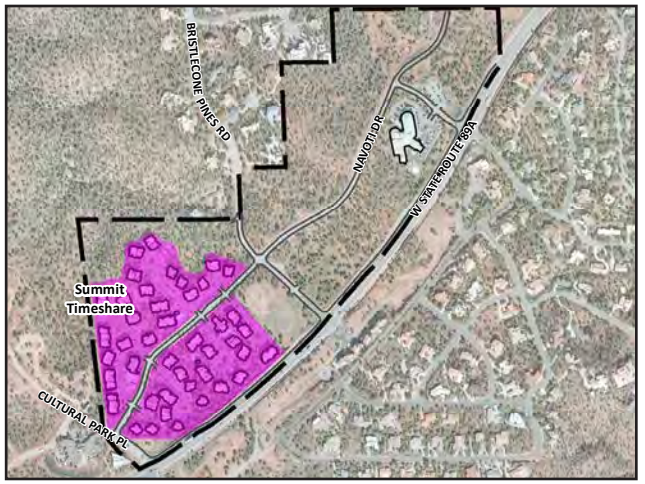


Figure 1.31: Area of existing Lodging.

Vacant Site

As part of the key intersection of this gateway into Sedona, there is an opportunity to enhance this site (see figure 1.33) consistent with a "sense of entry" – open space, scenic vistas, and a walkable environment. Enhancements could include a gateway feature (pedestrian park, landscaping, and directional signage) and be designed to complement the entry feature that will be on the opposite corner. The City could consider participation in the implementation of these enhancements through the offset of costs associated with site development or through purchase of the property for this purpose.

Figure 1.32: Area of existing vacant site.

Development Guidelines for all Land Uses

The following Development Guidelines apply to all land uses in this Character Area. See page 32 and Appendix for general Design Guidelines.

1. Minimum Planning Acreages:
- One single, comprehensive development plan for the undeveloped area around the Medical Center (approximately 33 acres) should be submitted for future development consideration. This plan may include phases for development.
- Future development proposals between Bristlecone Pines Road and Summit Timeshare development (approximately 3 acres) should be included in a single development plan.

2. Lot Coverage:
Lot coverage should comply with Sedona Land Development Code requirements unless a significant community benefit can be realized with no significant negative impacts on the environment or surrounding areas (such as a parking structure that may reduce the area needed for surface parking).

3. Navoti Drive:
Navoti Drive provides a good alternate link north of SR 89A and its potential to operate as a Complete Street should be explored, including opportunities for shuttle service between the medical center and related residential development and educational, cultural, and other potential land uses in the area. Where feasible with new development, sufficient right-of-way or easements should be provided along Navoti Drive to accommodate multi-modal circulation (ie. pedestrian, vehicular, bicycle, transit).

4. Maximum Building Height:
- The area to the north of Navoti Drive may be evaluated for viewshed impacts to determine whether height variations can be applied to accommodate greater densities and to cluster units in conjunction with buffering to neighboring single-family residential, if it can be shown that greater heights will not have a greater impact on viewsheds than heights currently allowed in the Sedona Land Development Code Development Standards.
- For all areas between Navoti Drive and the highway, the areas closest to the highway should be no more than 15 feet at the building setback line with greater heights allowed with increased setbacks where it can be shown that view corridors will not be negatively impacted.

5. Corridor/Viewshed Sensitivity:
- Special considerations (see also page 31, regarding explanation of viewshed analysis), include but are not limited to:
- Prominent hills (knolls) for open space/natural vegetation retention.
- Limited height to protect viewshed corridors and to address visibility from the highway.
- Streetscape and site layout (e.g. enhanced landscaping)
- Minimal surface parking visibility from public rights-of-way and existing single-family neighborhoods.

Development Guidelines for all Land Uses

The following Development Guidelines apply to all land uses in this Character Area. See page 32 and Appendix for general Design Guidelines.

6. Connectivity:
- Pedestrian- Sidewalks and paths must link on-site amenities, parking, building entrances, trails, streets, community spaces, and adjacent destinations.
- Vehicular- Projects shall be designed to maximize connectivity for vehicles to improve safety and minimize local traffic congestion, such as creating new street connections, and connected and shared driveways and parking areas.

7. Highway Access:
Full highway access is provided via Navoti Drive to Cultural Park Place, Bristlecone Pines Road, and at the Foothills South Drive intersection. No additional highway access is supported.

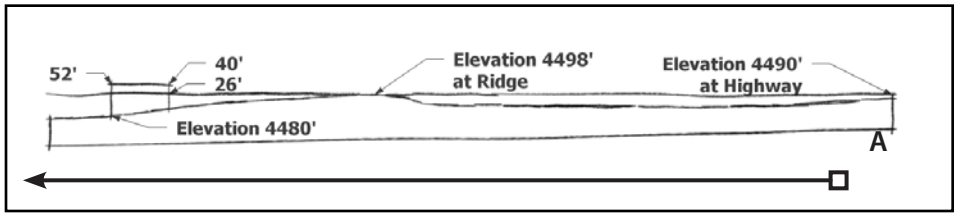
8. Parking:
Parking structures are encouraged as an alternative to surface parking where:
- Surface parking would be highly visible and occupy a large amount of space
- Greater land area is needed to create a walkable, mixed use area

An increase in permitted lot coverage could be considered in order to achieve these goals.

Parking structures may be developed as an integral part of the new development. This can be done by incorporating other land uses within the structure while allowing the other floors to be used for parking. Sedona Design Review Manual 2.6.2 contains guidelines for development of parking structures. Flexibility in development standards, such as density, height, lot coverage, and parking, may be appropriate in locations where view corridors and adjacent neighbors are not impacted, if a development incorporates structured parking into a proposal.

Development Guidelines for all Land Uses

The example elevation cross sections in figure 1.35 illustrate areas where building height may impact scenic views and where development is most visible from the highway. Development in areas with high visibility and where scenic views may be impacted should be designed to lessen their visual impact (see page 31 for more information).



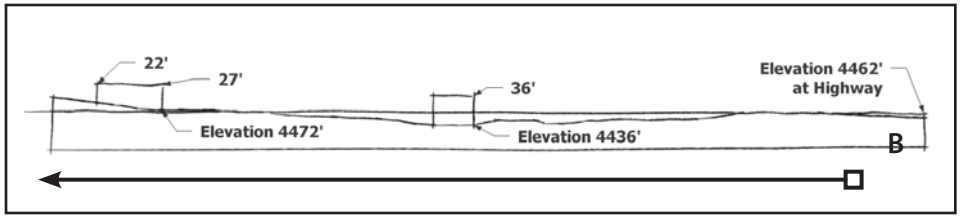


Figure 1.33: Elevation Cross sections

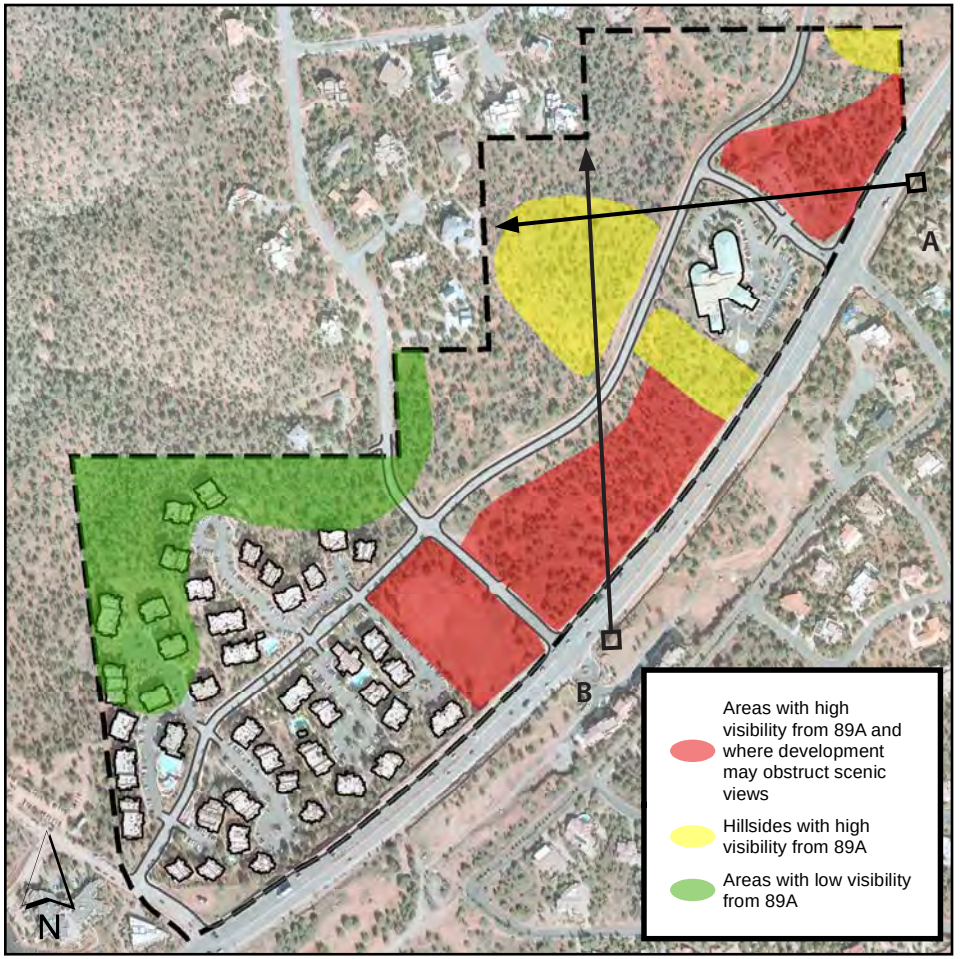


Figure 1.34: Medical Center Viewshed Analysis Map

IMPLEMENTATION

This CFA Plan is an addendum to the Sedona Community Plan and is an important tool in the City's Development Review process. The development review process looks at new construction projects, which may include commercial, lodging, and/or multi-family and single-family housing as well as redevelopment of existing sites including renovations and rehabilitation. This plan will be used by City Staff, the Planning and Zoning Commission, and City Council when reviewing and evaluating projects proposed within this area.

This plan is also a tool that can be used by property owners, developers, and residents when preparing a development proposal for submittal. By using this plan as a guide when putting together a proposal, the applicant will understand the community's visions for the area.

This plan is intended to provide detailed policy direction as a guide for future development, whereas the Land Development Code sets forth specific requirements. To make some of these strategies possible, the City of Sedona may need to amend existing regulations and processes, such as elements of the Land Development Code. The City may also consider providing incentives to encourage the participation of private developers in implementing the recommendations in this Plan.

To realize the vision set forth in this plan, contributions and participation from both public, private, and non-profit entities will be necessary. The public-private partnerships to be developed might include the provision of flexibility in development standards, provision of public benefits, financial participation and development agreements which include assurances to ensure completion of certain elements. Financial participation could include, but not be limited to, assisting in the offset of costs associated with development plan elements, capital improvements, or purchase of property for a specific community benefit. These community improvements or benefits might include, but are not limited to the following:

- shared multi-purpose public parking structure(s);
- visitor information center;
- affordable deed restricted housing;
- reduction in development review fees;
- maintenance, improvement, expansion or relocation of trailheads;
- working with the United States Forest Service;
- gateway features/art; and
- pocket parks.

It is anticipated that within the three (3) character areas, the Planned Development District zoning designation will be a key tool used to implement the CFA Plan in order to achieve larger, mixed use development goals recommended for the CFA. Through this implementation strategy the developer(s) and the city can establish detailed development agreements to clearly articulate expectations for items such as infrastructure (e.g. streets, sidewalks/pathways, etc.), phasing, timing, quantity of various land uses within phases, assurance methods, public-private partnerships, payment of capital improvements and impact fees, maintenance, improvement, expansion or relocation of trailheads, public access streets and pathways/ sidewalks. Incentives, such as flexibility in development standards, may also be provided through amendments to the Land Development Code that could allow for different standards in specific areas.

As no plan can predict or contemplate all the possibilities for the future development of a site, the possibility of a development proposal which presents a unique idea outside this plan's vision may occur. An idea which is unique and contains elements which address the broader goals and objectives of the Sedona Community Plan should be given consideration. This consideration would need to be evaluated to assess conformance with CFA Plan goals or through amendments to the CFA Plan in conjunction

with a development review proposal. Through this process the merits of a development deviating from the specific vision contained in this plan can be evaluated and vetted for its appropriateness. In some cases, the Sedona Community Plan Future Land Use Map or other parts of the Sedona Community Plan may be amended through a Minor Community Plan amendment process to ensure consistency and conformity between the Community Plan and the CFA Plan.

Amendments to the CFA Plan may be considered and approved by the Planning and Zoning Commission and City Council at any time in accordance with Specific Plan adoption procedures. Minor Amendments to the Sedona Community Plan may be considered and approved by the Planning and Zoning Commission and City Council at any time as provided in the Sedona Community Plan.

CITY COUNCIL AGENDA BILL

AB 3063
July 9, 2024
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding the award of a Construction Contract for the Dry Creek Road Realignment to the contractor HT4, in an amount not to exceed $397,114.

Department	Public Works/Sandy Phillips
Time to Present	5 min
Total Time for Item	15 min
Other Council Meetings	NA
Exhibits	A. Construction Contract B. Power Point

Finance Approval	Reviewed 7/2/24
City Attorney Approval	Reviewed 7/1/24 KWC
City Manager's Recommendation	Recommend approval ABS 7/1/24

Expenditure Required	
$	397,114
Amount Budgeted	
$	$400,000
Account No. (Description)	22-5320-89-68C3 (Construction) SIM-11m Dry Creek Road Shared Use Path $1,270,000 available in FY25 for Dry Creek Rd Improvements which includes SUP Design & Construction from this point to White Bear Road

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract with HT4 (the contractor) in the amount of $397,114 for the Dry Creek Road Realignment Improvements Project, just north of North Slopes Drive. The scope of work for this project includes removal and replacement of approximately 670 linear feet of existing asphalt and aggregate base materials in Dry Creek Road, brush and tree removals, site grading, drainage improvements, culvert extensions,

concrete headwalls, signs, rock installations, handrails, roadway striping and other miscellaneous improvements as shown on the construction plans and described in the specifications.

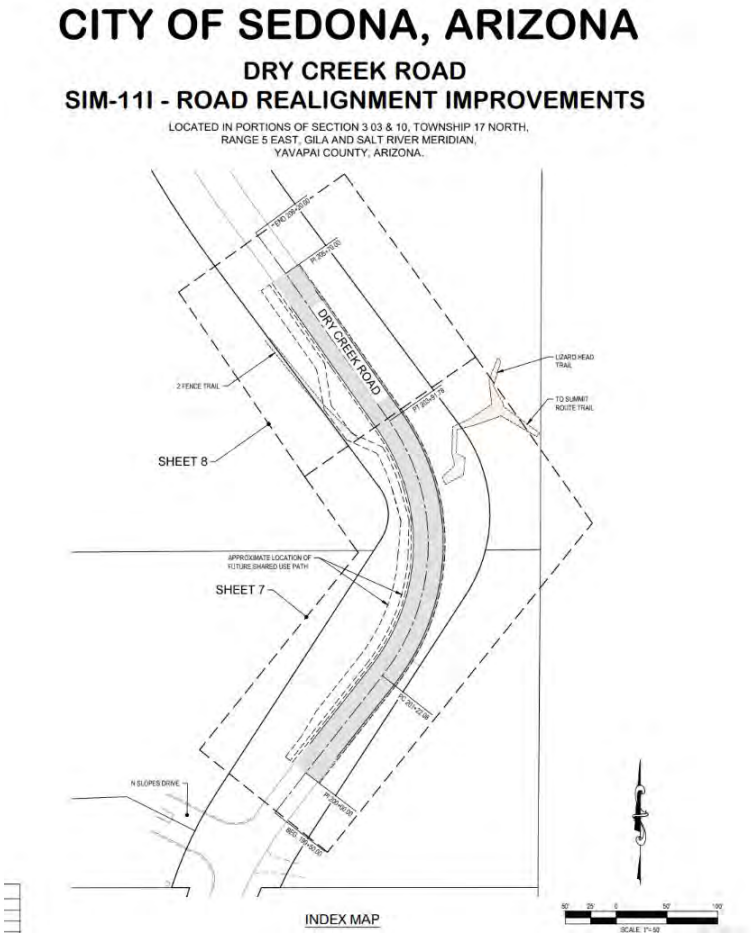


Figure 1: Extents of Project on Dry Creek Road

Background: The 2018 Transportation Master Plan, Strategy 11, Walking and Bicycling Facilities, indicates these improvements collectively encourage use of alternative modes of travel in Sedona, and support a park-once culture where visitors and residents are encouraged to leave their vehicles at their place of lodging/residence. To have a measurable impact on traffic congestion, shared use path connections will be required.

Over the past 25 years, many plans have supported the increased availability of bicycle and pedestrian routes. Some of these plans specifically supported improving the route along Soldiers Pass Road. These plans include the following:

- 1994 Red Rock Pathways Plan
- 1996 Trails and Urban Pathways Plan 007 Sedona Bicycle Plan
- 2017 Community Survey
- 2018 Transportation Master Plan (Strategy 11)
- FY2020/2021 Budget Survey
- 2020 GO Sedona, Trails and Pathways Master Plan Update

By investing in bicycle and pedestrian infrastructure, the City of Sedona is showing a commitment of providing safe and convenient alternatives (or “active”) transportation options. In addition, accessibility to active transportation infrastructure encourages healthier lifestyles.

This project addresses resident's concerns for the safety of visitors walking down the roadway, where vehicles parked along the roadway at times impede the travel lane. The concern is also highlighted by the high level of distracted driving and excessive speeds within the area.

The roadway realignment design anticipates a separate effort for the construction of an 8' to 10' wide stabilized decomposed granite shared-use pathway on the westerly side of the road. The shared-use path work is currently advertised for bid. In addition, the roadway is being moved to the center of the right-of-way, which slightly increases the bend, which should help decrease speeds in this area.

The shared use pathway project was started by the City's maintenance team, however other priorities pulled them off this project. The work completed by the maintenance team included clearing the work area and building the base for the pathway. In addition, one segment of the alignment was paved with asphalt. The contractor chosen to complete the shared use pathway work, from Two Fences to Gringo Road, will need fine tune the depth and width with a final layer of material, prior to placement of the stabilized decomposed granite pathway. So, the contractor will be completing the work, no major rework is expected.

Figure 2: Standing on north portion of project, looking south.

Project Area Outreach Efforts:

- As work has been underway, residents often stop to discuss the project with staff, and staff have scheduled meetings with residents onsite as well.
- Meetings have also been scheduled with property owners at their residence to discuss the project.
- BetaPr continues to assist the City with resident outreach via email distribution and update the website for the project.

Schedule and Access:

- The construction timeframe is set at 120 days and is anticipated to begin in August 2024 and be complete by early December 2024.

- No permanent easements or additional rights-of-way are necessary to construct this project.
- Throughout the construction period, the contractor is required to coordinate directly with owners/residents regarding impacts to property access. This is expected to be minimal.
- During the project, access will be maintained with periodic one lane of traffic operations.

Procurement Method:
This project contract was processed through our Procurement Team utilizing Bonfire Software.

Sealed Bid:
This construction contract was advertised for bids beginning June 5, 2024. A mandatory pre-bid meeting was held on June 19th, 2024 to make sure the contractors were aware of the traffic on Dry Creek Road, two contractors attended. Bids were opened on June 27, 2024. One bid was received by HT4.

The Engineer's Opinion of Probable cost is $345,909. The bid received from HT4 exceeded that estimate by $51,205. This company has not completed work previously within the City of Sedona. Staff has researched their references and licenses and have found no reason to not award the contract. Staff is recommending award of the HT4 bid in the amount of $397,114.

Budget

- So far expenses on this project in FY24 total just over $105K.
- The amount budgeted for Dry Creek Road SUP projects in FY25 is $1,270,000 and will be funded from the Transportation Sales Tax.
- The shared-use pathway from Two-Fences Trail to Gringo Road is currently out to bid. The construction contract is expected to be presented to Council in August 13, 2024. This cost is estimated at $400K.
- An Engineering Firm is preparing a design contract to complete plans for the shared-use pathway from Gringo Road to White Bear Road, this cost is estimated at $90K.
- The remainder available for the proposed contract is $780K.

Although the low bid exceeds the engineer's opinion of probable cost, staff believe the bid is good, it is reflective of the current bid environment, and no errors were found in the bid.

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

In the Climate Action Plan, transportation related desired actions includes bike/pedestrian infrastructure, and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking, biking and other active forms of transportation. This project addresses those desired actions and strategies.

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

Alternative(s): Council could elect to not approve the contract. Not approving this contract would result in:

- Not moving forward with a project that creates a more walkable and bike-able community as supported in many plans and citizen surveys.

- Continued distracted drivers and excessive speeding along Dry Creek Road.
- Pedestrians and cyclists not having a safe place to walk through this corridor.

MOTION

I move to: approve award of the construction contract with HT4 for the Dry Creek Road Realignment Project in an amount not-to-exceed $397,114, subject to approval of the written contract by the City Attorney's Office.

II. CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this 9th day of July, 2024 by and between the City of Sedona, Arizona, hereinafter called the "Owner", and HT4, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **SIM-11m DRY CREEK ROAD REALIGNMENT IMPROVMENTS,** City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **$397,114**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.

3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1 through 63, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.

4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.

5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor

obtain an annual Sedona Business License for every year that they do business with Sedona or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.

7. 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).

8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.

9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

    Advertisement for Bids
    Information for and Instructions to Bidders
    Bid Proposal and Bid Guaranty Bond
    Contract (this document)
    Change Orders
    Addenda
    Performance Bond, Labor and Material Payment Bond
    Special Conditions
    General Conditions
    Technical Specifications
    Notice of Award
    Notice to Proceed
    Plans and Drawings
    Design Reports
    Standard Specifications
    Insurance Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda

3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:

    A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

    B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

    C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

    D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.

F. Contractor has attended mandatory pre-bid meetings and walk-throughs.

11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.

13. In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23- 214(A).

14. Remedies and Applicable Law. This Contract shall be governed by the law of the State of Arizona. Any lawsuits pertaining to this Contract may only 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.

15. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in the Peoples Republic of China. As applicable, Contractor certifies 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.

16. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.

17. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

ATTEST:
BY: _____

NAME: _____

CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:
BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

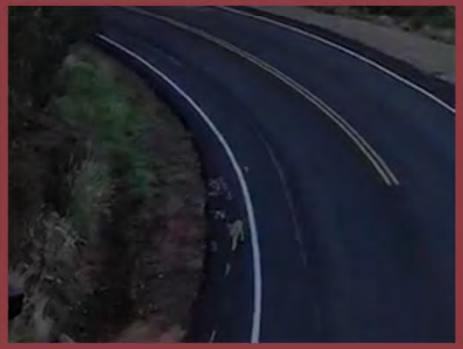
BY: _____
(City Attorney)
DATE: _____

DRY CREEK ROAD ROAD REALIGNMENT -

CONSTRUCTION CONTRACT APPROVAL

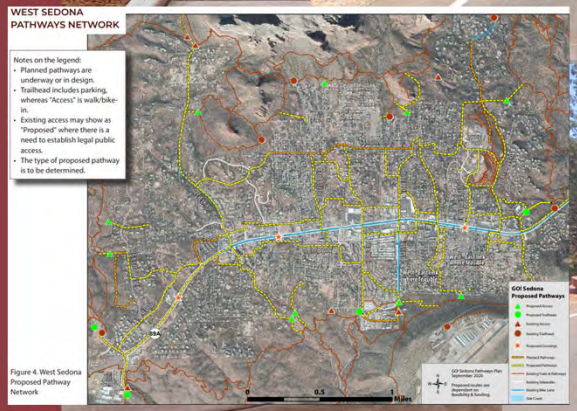
History

- Distracted Drivers
- Excessive speeding
- Pedestrian/bicyclists in road lane



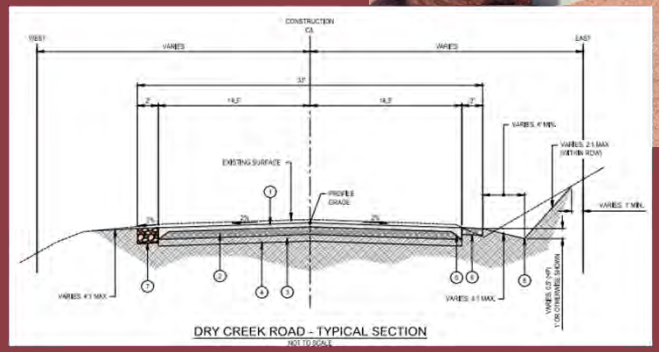
City Effort - Update

- Sedona in Motion (SIM),
- Get Outside (GO) Sedona
- Transit
- Shared Use Path Projects
  - Dry Creek Road Shared Use Path Ph1 (SU
  - Thunder Mountain/Sanborn SUP
  - Soldiers Pass Road SUP
  - Pinon Drive SUP
  - Navoti Drive to Dry Creek Road SUP
  - Shelby Drive
  - Sunset Park SUP
  - SR 179
  - Pedestrian Crossing @ Oak Creek
  - Chapel Road SUP
  - Hillside Vista SUP
  - Uptown SUP
  - Ranger Station Park
  - Brewer Road SUP (FY25)
  - Andante Road SUP (FY26)



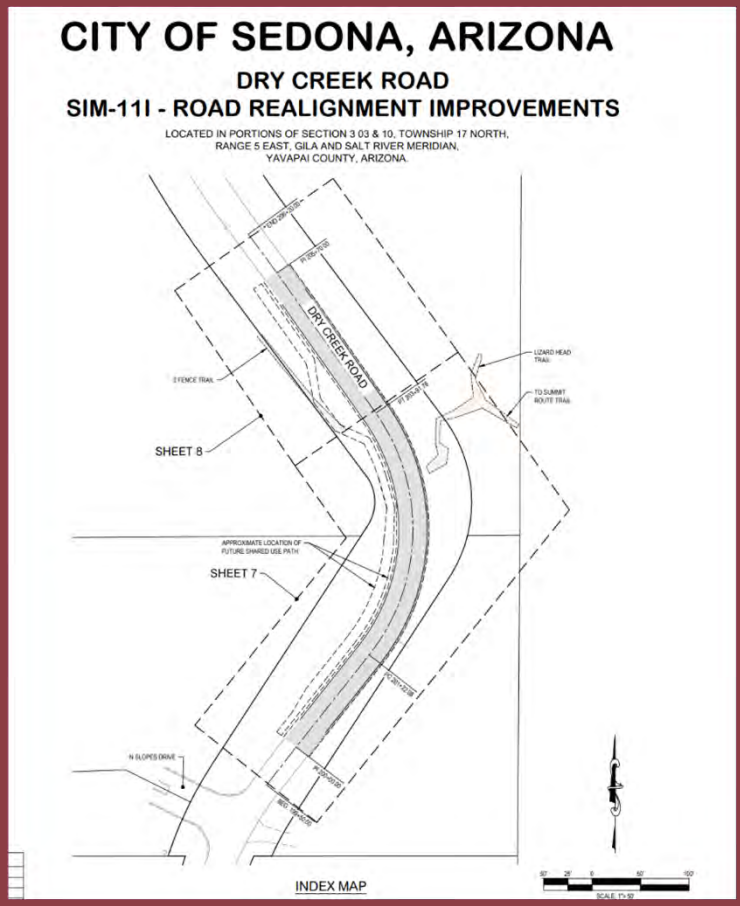
Project

- Safety
- Walkability
- Bikeability
- Signs
- Connectivity
- Experience



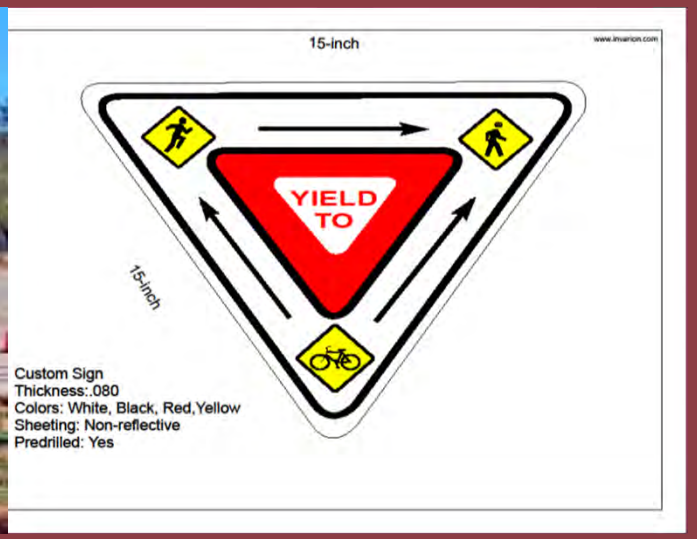
DRY CREEK ROAD - TYPICAL SECTION

NOT TO SCALE



Schedule

- Notice to Proceed July 2024
- Begin construction around July/August 2024 (lane restrictions)
- Construction complete end of 2024



CITY COUNCIL AGENDA BILL

AB 3090
July 9, 2024
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a Contract Change Order #9 with Fann Contracting, Inc. for the Forest Road Connection and Uptown Parking Garage Projects in an amount not-to-exceed $3,777,950.

Department	Public Works/Bob Welch
Time to Present	10 Minutes
Total Time for Item	20 Minutes
Other Council Meetings	October 22, 2019; September 14, 2021; February 22, 2022; April 26, 2022; June 28, 2022; and August 09, 2022
Exhibits	A. Contract Change Order #9 B. PPT

Finance Approval	Reviewed 7/2/24 RMS
City Attorney Approval	Reviewed 07/01/24 KWC
City Manager's Recommendation	Recommend approval. ABS 7/1/24

Expenditure Required

$ 3,777,950.00

Amount Budgeted

$ 13,242,770; and
$ 7,677,389 (FY25)

Account No. (Description)
22-5320-89-68A4 Uptown Parking Garage (SIM-03A); and
22-5320-89-6872/ 48-5320-89-6872 Forest Road Connection (SIM-05B)

SUMMARY STATEMENT

Staff is requesting approval of a change order (Contract Change Order #9) for the Forest Road Connection and Uptown Parking Garage Projects with Fann Contracting, Inc in the amount of $3,77,950. As the change order exceeds 10 percent of the original contract value it is being presented to the council for approval in accordance with Chapter 3.05.010 of the City Code.

Background:

On May 14, 2024, council approved the construction contract for the Uptown Parking Garage Project. Within this approval an amount was estimated to be needed as separate contract work from the CMAR for the excavation of the site and other associated work based on utilizing our existing excavation contractor Fann who is providing the same services for the Forest Road Connection project. Staff received the scope of work and actual cost from Fann to perform this work as a change order to their current contract.

The increased amount is accounted for in the anticipated Uptown Parking Garage project costs, and the city contingency portion of the project budget, and remains within the approved 2024 bond amount.

The additional work and cost for the Forest Road Connection contract is $3,777,950.00, resulting in an increased contract value from $11,668,957.73 to $15,446,907.73.

Budget

- The change order amount is within the amount budgeted for FY25.
- With the timing of work completion shifting from what was originally intended, the balance of budget between FY25 and FY26 will need to be adjusted.

Staff has reviewed the change order proposal and recommends council approval as requested.

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

Sedona in Motion (SIM) strategies included in these projects aim to remove vehicles from our roadways, reduce congestion, and reduce vehicle emissions. This is consistent with the goals of the Climate Action Plan.

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

Relative to the Uptown Parking Garage project, the Planning and Zoning Commission has previously issued Approval of Development Review Application as well as approval of a Community Plan Amendment and Zone Change application.

Alternative(s):

- Council could choose to not approve the contract change order which would delay the construction of the Uptown Parking Garage project.
- Council could have staff acquire additional bids for the excavation of the Uptown Parking Garage Project work, which would delay the construction on both projects and likely result in delay costs and higher bid costs for the work provided successful bids are received.

MOTION

I move to: approve Contract Change Order #9 with Fann Contracting, Inc. in an amount not-to-exceed $3,777,950.

CITY COUNCIL AGENDA BILL

AB 3090
July 9, 2024
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MOTION

I move to: approve Contract Change Order #9 with Fann Contracting, Inc. in an amount not-to-exceed $3,777,950.

FOREST ROAD CONNECTION, CONTRACT AMENDMENT

FOREST ROAD CONNECTION, CONTRACT AMENDMENT

OVERVIEW OF COMPLETED WORK:

- Construction 65% Complete
- Earthwork is 95% Complete
- Extension of Sanitary Sewers 65% Complete
- Retaining Wall Construction 70% Complete

UPCOMING WORK:

- Utility Extensions
- Soil Nailing
- Roadway Corridor Development

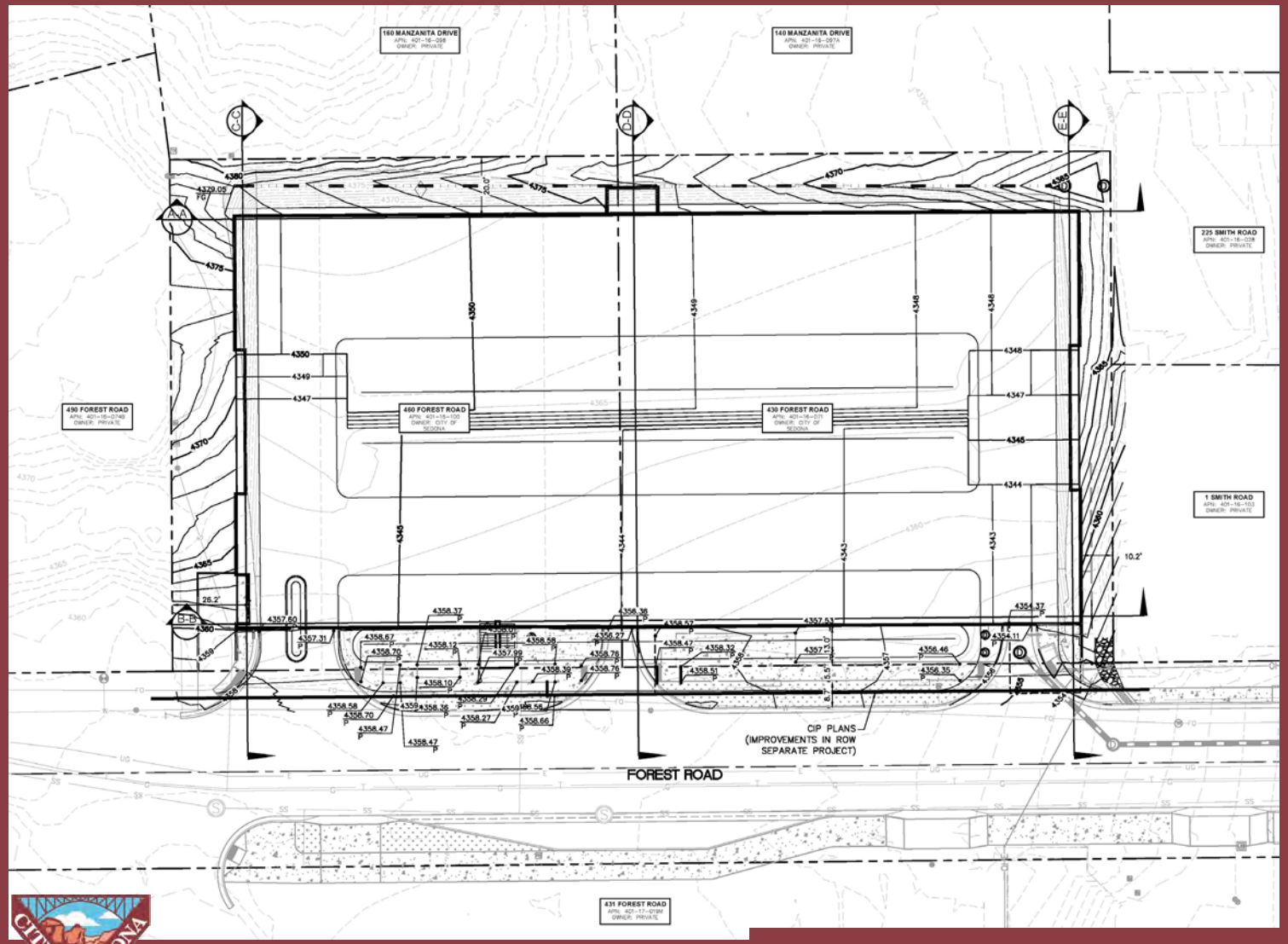
CURRENT COMPLETION DATE – March 26, 2025

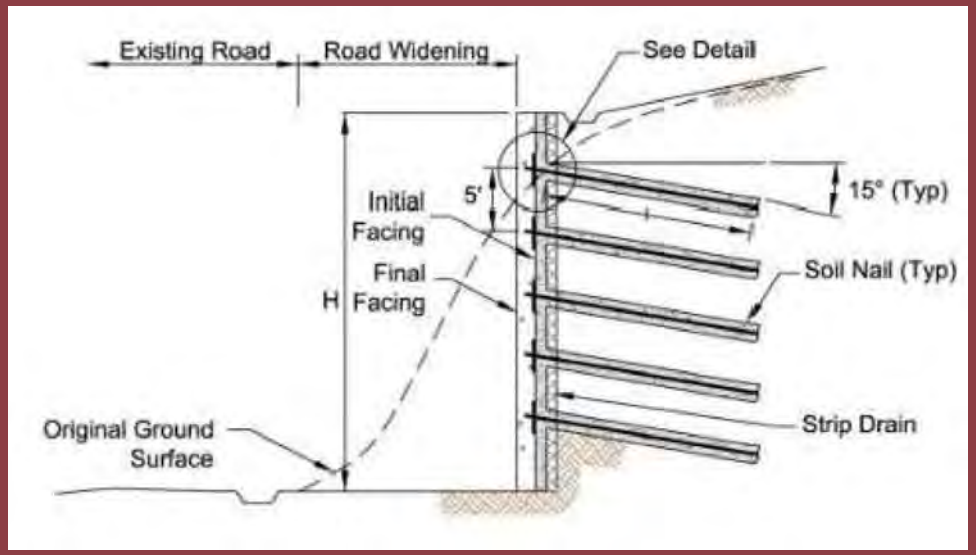
FOREST ROAD CONNECTION, CONTRACT AMENDMENT

Excavation of the Uptown Parking Garage

- Excavation
- Haul/Export
- Temporary Shoring/Soil Nailing
- Coordination, & Pre-Blast Survey and Monitoring

FOREST ROAD CONNECTION, CONTRACT AMENDMENT





FOREST ROAD CONNECTION, CONTRACT AMENDMENT

Excavation of the Uptown Parking Garage:

COSTS

Excavation, Haul/Export, Subgrade Prep (Incl. VE Credit)	$2,767,000
Temporary Shoring/Soil Nailing	$712,200
Coordination, & Pre-Blast Survey/Monitoring	$298,750
TOTAL COST	**$3,777,950**

End of Presentation

Closing Remarks

Questions?

CITY COUNCIL AGENDA BILL

AB 3066
July 9, 2024
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible direction regarding future agenda items.

Department	City Manager
Time to Present	2 Minutes
Total Time for Item	5 Minutes
Other Council Meetings	Included in City Council regular meeting agenda packets as of May 14, 2024
Exhibits	A. Future Agenda Items

Finance Approval	Reviewed RMS 7/1/24
City Attorney Approval	Reviewed 7/1/24 KWC
City Manager's Recommendation	For discussion and direction only. ABS 7/1/24

Expenditure Required	
$	N/A
Amount Budgeted	
$	N/A
Account No. (Description)	N/A

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

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 only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
PENDING ITEMS							
				Discussion regarding the PSPRS Policy		Council	
07/09/24	Tuesday	3:00 p.m.	Executive Session	Hold for request to revert zoning	Special	Christianson	60 min
07/09/24	Tuesday	4:30 p.m	Regular Meeting				
				AB 3078 Approval of a Resolution appointing the City of Sedona Finance Director as Chief Fiscal Officer of the City for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General's Office.	Consent	West	NA
				AB 3082 Approval of a Resolution approving a Settlement Agreement with the Forest Road Condominium Association, Inc. to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Forest Road Condominium Association, et al., Coconino County Superior Court Case No. CV202200175.	Consent	Christianson	NA
				AB 3084 Approval of three-year maintenance contract for City landscaping.	Consent	Farhat	NA
				AB 3083 Approval of the renewal of a Memorandum of Agreement (MOA) between Yavapai County and City of Sedona for 9-1-1 Bill Payment Procedures.	Consent	Loeffler	NA
				AB 3088 Discussion/possible action on tentatively approving a Resolution for a Development Agreement with BCT SEDONA MULTIFAMILY LLC for the construction of fifty-four (54) apartment units, twenty-seven (27) of which shall be affordable apartment units at 60 Goodrow Ln, Sedona, Arizona 86336, subject to approval of the P&Z Commission of the rezone application and development review, and further subject to City Council approval of the rezone application.	Regular	Boone	40 min
				AB 3085 Approval of a contract with xxxx for the creation of the Western Gateway Master Plan and request for additioanal funds in the amount of $150,000.00.	Regular	Mertes	30 min

Tentative

				AB 3063 Discussion/possible action regarding the approval of a Construction Contract for Dry Creek Road alignment SIM-11m project.	Regular	Phillips	30 min
				AB 3090 Discussion/possible action regarding the approval of a Contract amendment with Fann Contracting, Inc in the amount of (approximately $4M-$5M to be defined in the Agenda Bill) for additional work on Forest Road and excavation of the parking garage site (inclusive of soil nailing and updated blasting survey.	Regular	Welch	30 min
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
07/10/24	Wednesday	3:00 p.m.	Special Meeting				
				AB 3086 Discussion/presentation regarding traffic control update.	Special	Harris/Foley	1 hour
7/23/2024	Tuesday	4:30 p.m	Regular Meeting	**Council Recess, No Council Meeting**	Regular		
7/24/2024	Wednesday	4:30 p.m	Special Meeting	**Council Recess, No Council Meeting**	Special		
8/13/2024	Tuesday	4:30 p.m	Regular Meeting				
				AB 3094 Approval of a recommendation regarding a Series 12 Restaurant for Costa Modern Latin Cuisine, located at 150 SR 179, Suite #9, Sedona, AZ (File # 23678964).	Consent	Cook/Garner	NA
				AB 3087 Approval of a construction contract for Dry Creek Road SUP from Two Fences to Gringo SIM-11m.	Consent	Phillips	NA
				AB 3093 Approval of award of a Professional Services Contract with Carollo Engineers for design services for the Wastewater Facility Plan in the amount of $xxx,xxx	Consent	Holland	NA
				AB 3071 Public Hearing #1 on draft Development Impact Fees Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP).	Regular	Spickard	30 min.
				AB 3072 Public Hearing regarding a 3.6% Wastewater rate increase.	Regular	Stanley/McGann	15min
				AB 3089 Public Hearing/discussion/possible action regarding a request to revert zoning and alternate development proposal Ambiente Creekside.	Regular	Christianson	1 hour

Tentative

				AB 3081 Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include revisions to the Urban Agriculture Section (LDC Section 3.4.D(2)) to comply with recently adopted state legislation and a change to purpose statements of the M1 and M2 districts (LDC Sections 2.11.A & 2.12.A) to accurately reflect the permitted uses. Case Number: PZ24-00007 (LDC) Applicant: City of Sedona.	Regular	Meyer	15 min
				AB 3054 Discussion/possible action regarding approval of a revised Development Agreement with MK Company, Inc, including a long-term land lease and gapfinanceing of $7.75 million fo the developmetn of the Sunset Lofts.	Regular	Boone	40 min
				AB 3075 Discussion/possible action regarding the Small Grant Evaluation Citizen Work Group recommendations for Fiscal Year 2025 Small Grants Program in the amount of $xxx.	Regular	Spickard	1.5 hour
				AB 3077 Discussion/possible action regarding the use of 401 Jordan for Housing.	Special	Boone	40 min
				AB 3091 Discussion/possible action regarding an additional $600,000 into the SIM 1B - Uptown Road Improvements Project for completion of paving for the northbound areas from Forest Rosd to Owneby Roundabout.	Regular	Hall/Harris	30 min.
				Tentative Canvass Election	Regular	Cook	5 min
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
08/14/24	Wednesday	3:00 p.m.	Special Meeting				
				AB 3076 Presentation/discussion regarding tourism visitor data.	Special	Browne	1 hour
				AB 3025 Presentation/discussion regarding the findings and recommendations of the Airport Assessment.	Special	Dickey	1 hour
08/27/24	Tuesday	4:30 p.m	Regular Meeting	**No Council Meetings, Council at LACT Conference**			
8/28/2024	Wednesday	3:00 p.m.	Special Meeting	**No Council Meetings, Council at LACT Conference**			
09/10/24	Tuesday	4:30 p.m	Regular Meeting				

Tentative