AGENDA 4:30 P.M.

CITY COUNCIL MEETING **REVISED** TUESDAY, AUGUST 13, 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 - July 09, 2024 City Council Special Meeting - Executive Session.
   b. Minutes - July 09, 2024 City Council Regular Meeting.
   c. Minutes - July 10, 2024 City Council Special Meeting.
   d. AB 3093 Approval of award of a Professional Services Agreement with Carollo Engineers for design services for the WWRP Facility Plan in the amount of $250,000.
   e. AB 3094 Approval of a recommendation regarding an application for a New Series 12 Restaurant Liquor License for Costa Modern Latin Cuisine, located at 150 SR 179, STE #9, Sedona, AZ (File # 23678964).
   f. AB 3100 Approval of a recommendation regarding an application for a New Series 12 Restaurant Liquor License for Nicks West Side located at 2920 W HWY 89A, Sedona, AZ (File# 23664461).
   g. AB 3104 Approval of a recommendation regarding an application for a New Series 12 Restaurant Liquor License for Sound Bites Grill, located at 101 N HWY 89A, #F29, Sedona, AZ (File# 23682070).
   h. AB 3096 1) Approve acceptance of the FFY 2024 FTA 5311 Grant award in the amount of $155,000. 2) Approve the expenditure of $51,900 which is included in the FY2025 budget as the city's local share to satisfy the conditions of the grant. 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.
   i. AB 3103 Approval of change order to Questica Budget Software in relation to CIP IT-01 Citywide Business Software.
   j. AB 3102 Approval of additional fiscal year contract with Tourism Economics for tourism data platform software in amount not-to-exceed $57,000.
   k. AB 3105 Approval of a Contract Change Order with Banicki Construction, Inc for the Pedestrian Crossing at Oak Creek Project in the amount of $201,938.
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

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Page 2, City Council Meeting Agenda Continued

a. AB 3089 **Public Hearing/possible action** regarding a request for the Sedona City Council to take administrative action to extend or remove the schedule for development or take legislative action to cause the property to revert to its former zoning classifications. The property is currently zoned PD (Planned Development) - The Preserve at Oak Creek Condominiums and is located on both sides of N State Route 89A in the area generally surrounding the Owenby Way Roundabout. APN 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164. Case Number: PZ24-00008 (ZC) Applicant: Dutchman's Cove, LLC Owner: Axys Capital Total Return Fund, LLC.

b. AB 3071 **Public hearing** #1/discussion on the Land Use Assumptions and Infrastructure Improvement Plan (IIP) developed by consultant Tischler/Bise, Inc. as required by A.R.S. § 9-463.05 for the City of Sedona to adopt updated Development Impact Fees.

c. AB 3072 **Public hearing/possible action** regarding adoption of a Resolution and Ordinance updating the City of Sedona's Fee Schedule to reflect a 3.6% Wastewater rate increase, effective October 2024.

d. AB 3081 **Public hearing/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.

e. AB 3075 **Discussion/possible action** regarding approval of the Small Grant Review Committee recommendations for the fiscal year 2025 small grants program in the amount of $350,000.

f. AB 3097 **Discussion/possible action** regarding a Resolution approving the canvass of the City's Primary Election held on July 30, 2024.

g. 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: 8/08/2024

By: DJ

_____

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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.

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.

Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 9, 2024, 3:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 3:00 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. Councilor Jessica Williamson attended via Teams.
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 3:01 p.m. Seconded by Councilor Dunn. 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 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 a request for Zoning Reversion and Alternate Development Proposal Ambiente Creekside: A Landscape Hotel APNs 401-08-002A, 401-08-006A, 401-13-059, 401-09-001A, 401-09-001B, 401-09-001C and 401-14-015, 401-14-016, 401-14-017, 401-14-064, 401-14-065, 401-14-075A, 401-14-175. 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 3:56 p.m.

No action taken.

4. Adjournment

Mayor Jablow adjourned the meeting at 3:56 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 9, 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, July 9, 2024, 4:30 p.m.

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

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

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Planning Manager Cari Meyer, Director of Community Development Steve Mertes, Assistant Director of Public Works Sandy Phillips, Director of Public Works/City Engineer Kurt Harris, Housing Coordinator Jeanne Frieder, Associate Engineer Bob Welch, Police Chief Stephanie Foley, Police Lieutenant/Manager Erin Loeffler, Assistant Engineer Hanako Ueda, Assistant Project Manager Gillian Arnold, Principal Planner Cynthia Lovely, Contract Administrator Ian Coubrough, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi introduced Recording Artist, “Celtic Indian”, Arvel Bird. She said Arvel will be performing his “Titanic Memorial Concert” at the Mary Fisher Theatre on Saturday, July 20th at 7:00 p.m. Arvel played “Search for Discovery and Distant Shore”.

3. Consent Items

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.**

Motion: Councilor Furman moved to approve consent items 3a - 3g. 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 - None.

6. Public Forum

Opened to the public at 4:44 p.m.

Ed Kettler, Sedona, spoke regarding leadership and City Hall culture.

Brought back to Council at 4:46 p.m.

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.

Presentation by Jeanne Frieder. Attorney Whitney Cunningham, Aspey, Watkins & Diesel PLLC and Basil Maher, BCT Sedona Multifamily, LLC.

Questions and comments from Council.

Opened to the public at 6:12 p.m.

The following spoke in favor of the item: Sean Smith, Sedona and Chasidy Allen, Camp Verde.

Brought back to Council at 6:18 p.m.

Comments from Council.

Motion: Councilor Kinsella moved that council direct the BCT proposal for development at 60 Goodrow Lane be reviewed by the Community Development Department and the Planning and Zoning Commission for design and zoning recommendations, with the understanding that exceptions to height and setback requirements will be requested. Seconded by Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Break at 6:45 pm. Reconvened at 7:08 p.m.

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.

Presentation from Steve Mertes, Cynthia Lovely, and Ian Coubrough.

Questions and comments from Council.

Motion: Councilor Furman moved 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. 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 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.

Presentation by Sandy Phillips.

Comments and questions from Council.

Motion: Vice Mayor Ploog moved 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. Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor and aero (0) opposed.

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.

Presentation by Bob Welch, Kurt Harris, and Andy Dickey.

Questions and comments from Council.

Motion: Vice Mayor Ploog moved to approve Contract Change Order #9 with Fann Contracting, Inc. in an amount not-to-exceed $3,777,950. Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor and zero (0) opposed.

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

Vice Mayor Ploog requested a discussion regarding the Historic Preservation Commission and it's future be added to a future meeting agenda. Council unanimously supported her request. Anette Spickard advised the Fire District has invited Council to a joint meeting, in September, with the Fire District Board regarding Fire Station 4 and it's relocation in Uptown. Council confirmed their ability to meet on Wednesday, September 25, 2024.

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 8:02 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on July 9, 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, July 10, 2024, 3:00 p.m.

1. Call to Order

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

2. Roll Call

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

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Police Chief Stephanie Foley, Director of Public Works/City Engineer Kurt Harris, Transit Administrator Robert Weber, Communications and Tourism Director Lauren Browne and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3086 Discussion/possible direction regarding Sedona In Motion (SIM) projects actual traffic monitoring with data collection using various traffic control strategies to updates versus modeling.

Presentation by Robert Weber, Kurt Harris, and Chief Foley.

Questions and Comments from Council throughout the presentation.

Presentation and discussion only, no direction given.

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 4:42 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 10, 2024.

_____ _____

Marcy Garner, Deputy City Clerk Date

CITY COUNCIL AGENDA BILL

AB 3093
August 13, 2024
Consent Items

Agenda Item: 3d

Proposed Action & Subject: Approval of award of a Professional Services Agreement with Carollo Engineers for design services for the WWRP Facility Plan in the amount of $250,000.

Department	Wastewater/ Roxanne Holland
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	None
Exhibits	A. Professional Services Agreement

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
	$ 250,000
Amount Budgeted	
	$ 250,000
Account No. (Description)	59-5252-89-68BB

SUMMARY STATEMENT

Background: During the FY2025 budget planning process, the Wastewater Department proposed two options for long term effluent management. The first option is to keep irrigation but make costly, necessary upgrades. The second option is to abandon irrigation on 200 acres of the Dells land and construct two new recharge wells. Projected costs for the second option are substantial and additional wells may be needed to meet future capacity.

The Environmental Protection Agency (EPA) has imposed limitations on Per- and Polyfluoroalkyl Substances (PFAS) in drinking water and is proposing limitations on wastewater effluent and biosolids. The limitations proposed would require the Wastewater Reclamation Plant (WWRP) to add additional treatment processes to meet the regulatory requirements for PFAS. This could require substantial capital improvements.

The proposed WWRP Facility Plan is essential to establish operational and capital improvement needs for impending regulatory requirements, options for effluent management, and future capacity needs of the treatment process. The plan includes evaluation of the following:

- Treatment and hydraulic capacity of the WWRP to determine if additional capacity will be needed for future increases in flow and/or increases in the strength of the wastewater influent.
- Various treatment processes which may be needed to meet proposed regulatory requirements for PFAS for wastewater effluent, biosolids and feasibility for Advanced Water Purification (AWP), including planning level cost estimates.
- Evaluation of alternative uses for long term effluent management including delivering reclaimed water to city limits for irrigation or other approved uses and AWP, with planning level cost estimates.

These evaluations will provide options on future needs for expansion at the WWRP. The options presented for long-term effluent management during the budget process were moved to FY2026, pending the results of this Facility Plan. By having a comprehensive assessment of future needs with planning level cost estimates, it will enhance budgetary forecasting, aid in decision making, and provide more data for future wastewater rate evaluations and/or modifications.

The Professional Services Agreement with Carollo Engineers will begin immediately upon approval from City Council. The WWRP Facility Plan is scheduled to be completed prior to the FY2026 budget planning process. Carollo Engineers and wastewater staff will present the WWRP Facility Plan to City Council upon completion.

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

The WWRP Facility Plan will meet the goals related to the Water Resources Management Plan action for creating an integrated water resources management plan that ensures a long-term sustainable supply of water.

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

Alternative(s): City Council could elect not to approve the Professional Services Agreement with Carollo Engineers. Doing so would result in potential financial shortfalls related to impending changes in regulatory requirements and the potential need for increased capacity.

MOTION

I move to: approve the Professional Services Agreement with Carollo Engineers for design services for the WWRP Facility Plan in an amount not-to-exceed $250,000.

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 Carollo Engineers ("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 the WWRP Facility 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 **$**250,000. 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 June 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: City Manager 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	Carollo Engineers, Inc. 4600 East Washington Street, Suite 500 Phoenix, AZ 85034

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

CAROLLO ENGINEERS

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).

EXHIBIT A

WWRP FACILITY PLAN PROJECT

CITY OF SEDONA, ARIZONA

SCOPE OF WORK

July 31, 2024

INTRODUCTION

The following Scope of Work describes the professional services to be performed by Carollo Engineers, Inc. (hereinafter referred to as "CONSULTANT") associated with the WWRP Facility Plan (hereinafter referred to as the "Project"), as approved and executed by the City of Sedona (hereinafter referred to as the "CITY"). The purpose of the Project is to complete a feasibility phase study that will assist the City of Sedona to evaluate treatment goals and associated permitting, current wastewater capacity and upgrade needs, options for addressing PFAS in wastewater, as well as alternatives in reclaimed and advanced purified water treatment and associated effluent management/delivery.

SCOPE OF WORK

The CONSULTANT services during the project include the following major tasks:

- Task 100 – Project Management and Meetings
- Task 200 – Regulatory and Data Review
- Task 300 – WWRP Capacity Evaluation
- Task 400 – PFAS and AWP Treatability Evaluation
- Task 500 – Reclaimed Water and AWP Delivery Evaluation
- Task 600 – WWRP Facility Plan

TASK SERIES 100 - PROJECT MANAGEMENT AND MEETINGS

Task 110 Project Management

CONSULTANT will perform various project management and monitoring activities throughout the Project and meet with the CITY to provide updates and review evaluations, as delineated in the following tasks and sub-tasks:

- Develop monthly progress reports and invoices throughout the Project development that identify the following:
- Project progress versus established milestones.

- Summary of coordination and/or information required, including responsible parties.
- Project logs documenting key decisions and action items throughout the Project duration.

In addition, this task also includes coordination with the CITY PM as necessary to keep the Project schedule updated by providing applicable information and updates during the Project duration.

Task 120 Project Meetings and Workshops

The CONSULTANT will conduct a project kick off meeting and total of up to four (4) workshops with CITY staff to discuss specific technical aspects of the Project, progress in the development of Project deliverables, and discuss related issues that may affect Project results. Some workshops/meetings may be combined based on accelerating the schedule to provide information for capital improvement planning beginning in January 2025. The meetings or workshops will consist of the following:

- Project Kick-Off and Treatment Goals Discussion
- Water Quality Review and Capacity Evaluation Workshop
- PFAS and AWP Treatability Evaluation Workshop
- Reclaimed and AWP Delivery Workshop
- Draft Facility Plan Review Meeting

Additionally, the CONSULTANT will conduct up to four (4) additional virtual meetings to provide project status updates and/or gain additional feedback and/or insight on project findings and decision points during the evaluations.

The CONSULTANT will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 100 Series Deliverables:

- Monthly Progress Reports.
- Invoices.
- Meeting/Workshop Agendas, Materials, and Minutes.

TASK SERIES 200 REGULATORY AND DATA REVIEW

Task 210 Regulatory Review

CONSULTANT will review and summarize the status of the following regulatory frameworks:

- Safe Drinking Water Act regulations and regulatory forecast.

- Environmental Protection Agency (EPA) Clean Water Act.
- Per- and Polyfluoroalkyl Substances (PFAS) National Primary Drinking Water Regulation.
- Arizona Department of Environmental Quality (ADEQ) AWP draft rules and regulatory forecast.
- Arizona Department of Water Resources (ADWR) regulations.
- Summarize ADEQ and ADWR regulations for indirect potable reuse and non-potable reuse, including permitting requirements, advantages, disadvantages, and risks that could facilitate or prevent reliance on annual storage and recovery of reclaimed water.

There are no current State or Federal regulatory requirements specific to treatment of PFAS in wastewater, sludge or biosolids, therefore Carollo will work with the City of Sedona to develop treatment goals based on the latest information available about potential regulatory changes, including the impact of drinking water Maximum Contaminant Levels (MCLs) on wastewater treatment disposal.

Task 220 Data Requests

CONSULTANT will prepare a data request for the CITY to obtain water quality and flow data including WWRP influent, WWRP effluent, groundwater served by private water utility serving the CITY, and biosolids. CONSULTANT assumes the City of Sedona will also request relevant drinking water sample data as needed from Arizona Water Company, the private water provider serving the CITY. CONSULTANT will compile the data provided and summarize and apply it accordingly within the evaluations outlined in tasks 400 through 500.

CONSULTANT will prepare a summary of the CITY's latest influent, effluent and reclaimed water flow projections for the WWRP, existing reclaimed water commitments, and current reclaimed water deployment strategy to identify the volume of reclaimed water that is available for AWP. The outcome of this sub-task will be a tabular summary of plant and reclaimed water flows that could be potentially reserved for AWP and the timing of these anticipated flows.

CONSULTANT will compile a summary of the water quality and flow data analyses as part of the facility plan chapters outlined in Tasks 300 through 500. After comments are received from the CITY, the final facility plan document will be issued per Task 600.

Task 230 Facility Plan Chapter 1 - Regulations

CONSULTANT will compile findings from the regulatory review into a section of the draft plan document discussed under Task 600. After comments are received from the CITY, the final plan document will be issued per Task 600.

Task Series 200 Deliverables:

- Chapter 1 – Regulations
- Water Quality and Flows Data Requests

TASK SERIES 300 – WWRP CAPACITY EVALUATION

Task 310 WWRP Capacity Evaluation

CONSULTANT will conduct treatment and hydraulic capacity evaluations of the WWRP to establish a basis of planning for the evaluations conducted in Tasks 400 through 500, including the following activities:

- Review and analyze existing WWRP influent characteristics (flows and loading) for the past 5+ years, as requested and collected in Task 200.
- Perform biological process modeling using the BioWin wastewater treatment process simulator to determine the biological treatment capacity of the existing treatment trains under average daily flow (ADF) and peak daily flow (PDF) conditions. Simulations will be conducted using both the updated historical influent data set and the influent criteria, as designed and documented by CONSULTANT. The biological process capacity evaluation will account for expected changes to the influent wastewater flows and loads as determined during the historical data review completed as part of Task 200.
- Perform hydraulic modeling on the existing facilities to re-evaluate the hydraulic capacity of the facility to identify hydraulic throughput limits, including both the unit processes and interconnecting piping and splitter boxes/channels between processes. The hydraulic capacity evaluation will consider the following processes at the WWRP: influent equalization, influent channel, headworks, aeration basins, secondary clarifiers, sludge pumping, tertiary filters, UV disinfection, and all associated pumping facilities throughout the WWRP.
- Perform treatment capacity evaluation of headworks, tertiary filters, UV disinfection processes, aeration basins, secondary clarifiers, solids digestion and dewatering processes, and associated blowers and pumping facilities.
- Visit the WWRP to observe operations, general performance, and availability of plant processes and equipment. Note: A condition assessment is not included in this scope of services.
- In addition to evaluating WW strength and existing capacity limitations, CONSULTANT would identify recommended upgrades, anticipated timing, and associated costs required due to increased strength applying growth trends and flow projections.
- Summarize evaluation results in a tabular and graphical format (MS Excel) illustrate items such as the current capacity (as designed) and capacity using updated historical influent loadings and analysis.

CONSULTANT will summarize results in a workshop with the CITY, as outlined in Task 200.

Task 320 Facility Plan Chapter 2 – WWRP Capacity Evaluation

CONSULTANT will compile the results of the evaluation into the draft plan document prepared under Task 600. After comments are received from the CITY, the final technical memorandum will be issued per Task 600.

Task Series 300 Deliverables:

- Chapter 2 – WWRP Capacity Evaluation
- Workshop agenda, materials, and minutes outlined in Task 200.

TASK SERIES 400 - PFAS AND AWP TREATABILITY EVALUATION

Task 410 Treatability Study and Cost Estimates

In April 2024, the Environmental Protection Agency (EPA) established National Primary Drinking Water Regulations that included Maximum Contaminant Levels (MCLs) for six PFAS in drinking water. Although these regulations do not impact the operation of wastewater treatment, biosolid/sludge and reclaimed water uses, there will likely be additional regulations proposed regarding the wastewater industry. The PFAS Treatability Evaluation will consider feasibility and cost of treating PFAS in the WWRP influent based on the following alternatives:

1) Baseline: Current state without changes.
2) Treatment required to meet drinking water maximum contaminant levels for PFAS compounds at the Point of Compliance (POC).
3) Treatment required to meet drinking water maximum contaminant levels for PFAS compounds at WWRP effluent.
4) Treatment required to meet regulations for advanced water purification (AWP).

For each alternative, the CONSULTANT will develop a simple process flow diagram of the proposed treatment train and an AACE Class 5 (pre-design) cost estimate. Treatment process alternatives and combinations of technologies will be considered, based on meeting the PFAS National Drinking Water Regulations or anticipated MCL for Wastewater for PFAS treatment, as well as the State of Arizona draft Advanced Water Purification (AWP) Program rules for AWP treatment. Each alternative will outline considerations and recommendations for PFAS media disposal and biosolids treatment requirements to produce Class A biosolids for unrestricted use.

CONSULTANT will summarize results in a workshop with the CITY, as outlined in Task 200.

Task 420 Facility Plan Chapters 3 and 4 - Treatability Evaluations

CONSULTANT will compile the findings from the treatability evaluation into the plan document developed under Task 600. After comments are received from the CITY, the final plan document will be issued per Task 600.

Task Series 400 Deliverables:

- Chapter 3 – PFAS Treatability Evaluation (electronic PDF).
- Chapter 4 – AWP Treatability Evaluation (electronic PDF).
- Workshop agenda, materials, and minutes outlined in Task 200.

TASK SERIES 500 – RECLAIMED WATER AND AWP DELIVERY EVALUATION

Task 510 Reclaimed Water and AWP Delivery Evaluation

There are several options for disposal of effluent and/or reuse of Advanced Purified Water (APW) available to the CITY. CONSULTANT will develop a description, conceptual site plan, and AACE Class 5 cost estimate outlining the infrastructure required to convey either reclaimed water or advanced purified water to the CITY considering existing infrastructure (pending condition assessment) or constructing new infrastructure that may be required, such as new pipelines and pumping requirements.

Location options for uses of APW will be developed in coordination with the CITY, and up to three options for locations and delivery infrastructure will be developed. CONSULTANT will develop an AACE Class 5 (pre-design) cost estimate for the proposed APW delivery options developed.

CONSULTANT will summarize results in a workshop with the CITY, as outlined in Task 200.

Task 520 Facility Plan Chapter 5 – Delivery Evaluation

CONSULTANT will compile the findings from the Water Delivery Evaluation into the draft plan document prepared as part of Task 600. After comments are received from the CITY, the final plan document will be issued under Task 600.

Task Series 500 Deliverables:

- Chapter 5 – Reclaimed Water and AWP Delivery Evaluation (electronic PDF).
- Workshop agenda, materials, and minutes outlined in Task 200.

TASK 600 – FACILITY PLAN

Tasks 610 and 620 – Draft and Final Facility Plan

CONSULTANT will prepare and submit a draft Facility Plan compiling the draft chapters developed in Tasks 200 through 500 and incorporating any meeting presentation review comments from the CITY, and have a focus on the preferred alternative and costs, for clear, concise communication to decision makers. The meeting presentations and minutes will be appended to the Facility Plan, at the option of the CITY. The chapters included within the Facility Plan are anticipated as follows:

- Chapter 1 – Regulations
- Chapter 2 – WWRP Capacity Evaluation
- Chapter 3 – PFAS Treatability Evaluation
- Chapter 4 – AWP Treatability Evaluation
- Chapter 5 – Reclaimed Water and AWP Delivery Evaluation
- Appendix (Data summaries, BioWin results, workshop minutes, and other background information)

CITY will review and comment on the draft Facility Plan. CONSULTANT will review the draft memorandum with CITY staff in a workshop, as outlined in Task 200 and CONSULTANT will then finalize the Facility Plan incorporating CITY 's comments and summarizing response in a quality management log.

Task 630 City Council Presentation

CONSULTANT will prepare a presentation and present the final Facility Plan to the Sedona City Council on behalf of the CITY.

Task Series 600 Deliverables:

- Draft Facility Plan (electronic PDF).
- Final Facility Plan (electronic PDF and three hard copies).
- Workshop agenda, materials, and minutes outlined in Task 200.
- City Council Presentation and Exhibits (electronic PDF).

ASSUMPTIONS

This scope and associated engineering services fee is based on the following assumptions:

1. CITY-Provided Information and Services. The CITY shall furnish CONSULTANT with available studies, reports and other data pertinent to CONSULTANT's services (including AutoCAD files if possible); obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others, in accordance with the Standard of Care delineated above, in performing CONSULTANT's services under this Agreement.

2. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; incoming water quality and/or quantity; the way THE City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

3. Third Parties: The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

4. CITY will provide timely review of deliverables in accordance with the project schedule. CITY will provide review comments on deliverables in writing within two weeks of delivery.

5. CONSULTANT has no liability for or arising from any decision, action, or inaction by the CITY relating in any way to PFAS, the EPA PFAS regulations in effect at any time during the Project, or any other Federal, state or local regulatory compliance.

STANDARD OF CARE

In addition to any specific obligations set forth herein, Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

FEE

A not-to-exceed fee estimate is included as Exhibit B and will be billed based on actual hours spent on the Project.

SCHEDULE

CONSULTANT shall perform the scope of work in 4.5 months.

EXCLUSIONS

This scope of work is limited to the tasks specified above. If needed, additional tasks can be requested by the CITY and added to the scope via addendum. The above scope of work does NOT include the following:

- Sampling or laboratory testing.
- Condition assessment.
- Master planning.
- Site investigations besides visual observation of the processes (Geotech, survey, potholing).
- Design or construction administrative activities.
- Permit updates or coordination with regulators.

EXHIBIT B

City of Sedona

Professional Engineering Services

WWRP FACILITY PLAN PROJECT

Estimate of Effort and Fee

July 31, 2024

		Carollo Labor Hours										
	Tasks	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Clerical	Total Labor Hours	Total Labor Costs	Other Direct Costs & Subconsultants	Total Project Costs
100	**PROJECT MANAGEMENT**	**24**	**40**	**20**	**25**	**0**	**8**	**12**	129	$ 29,295	**$ 2,100**	**$ 31,395**
110	Project Reporting and Invoicing	12	20	0	0	0	0	6	38	$ 9,280	**$ -**	$ 9,280
120	Project Meetings and Workshops	12	20	20	25	0	8	6	91	$ 20,015	**$ 2,100**	$ 22,115
200	**REGULATORY AND DATA REVIEW**	**12**	**18**	**20**	**32**	**32**	**2**	**8**	124	$ 25,190	**$ -**	**$ 25,190**
210	Regulatory Review	2	8	4	8	8	0	0	30	$ 6,380	$ -	$ 6,380
220	Data Requests	6	4	8	8	8	0	0	34	$ 7,400	$ -	$ 7,400
230	Facility Plan Chapter 1 - Regulations	4	6	8	16	16	2	8	60	$ 11,410	$ -	$ 11,410
300	**WWRP CAPACITY EVALUATION**	**24**	**20**	**76**	**118**	**68**	**12**	**8**	326	$ 66,030	**$ -**	**$ 66,030**
310	WWRP Capacity Evaluation	20	16	60	94	60	0	0	250	$ 51,490	**$ -**	$ 51,490
320	Facility Plan Chapter 2 - WWRP Capacity Evaluation	4	4	16	24	8	12	8	76	$ 14,540	**$ -**	$ 14,540
400	**PFAS AND AWP TREATABILITY EVALUATION**	**16**	**20**	**76**	**156**	**56**	**8**	**8**	340	$ 68,760	**$ -**	**$ 68,760**
410	Reclaimed Water and AWP Delivery Evaluation and Cost Estimates	12	16	60	96	16	0	0	200	$ 42,820	**$ -**	$ 42,820
420	Facility Plan Chapters 3 and 4 - Treatability Evaulations	4	4	16	60	40	8	8	140	$ 25,940	**$ -**	$ 25,940
500	**RECLAIMED WATER AND AWP DELIVERY EVALUATION**	**12**	**32**	**28**	**36**	**28**	**13**	**8**	157	$ 32,465	**$ -**	**$ 32,465**
310	Reclaimed Water and AWP Delivery Evaluation	8	16	20	24	8	5	0	81	$ 17,745	**$ -**	$ 17,745
320	Facility Plan Chapter 5 - Delivery Evaluation	4	16	8	12	20	8	8	76	$ 14,720	**$ -**	$ 14,720
600	**FACILITY PLAN**	**12**	**20**	**20**	**36**	**8**	**12**	**20**	128	$ 25,660	**$ 500**	**$ 26,160**
610	Draft Facility Plan	2	8	8	16	0	4	8	46	$ 9,180	**$ -**	$ 9,180
520	Final Facility Plan	2	4	4	8	4	4	8	34	$ 6,260	**$ -**	$ 6,260
630	City Council Presentation	8	8	8	12	4	4	4	48	$ 10,220	**$ 500**	$ 10,720
	Total	**100**	**150**	**240**	**403**	**192**	**55**	**64**	1204	$ 247,400	**$ 2,600**	**$ 250,000**
	Staff Hourly Rate	**$ 280**	**$ 260**	**$ 235**	**$ 195**	**$ 155**	**$ 145**	**$ 120**				
	Total per Staff Classification	**$28,000**	**$39,000**	**$56,400**	**$78,585**	**$29,760**	**$7,975**	**$7,680**				

Agenda Item: 3e
Proposed Action & Subject: Approval of a recommendation regarding an application for a new Series 12 Restaurant Liquor License for Costa Modern Latin Cuisine, located at 150 SR 179, STE #9, Sedona, AZ (File# 23678964).

Department	City Clerk/JoAnne and Marcy
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	Liquor License Application is available for review in the City Clerk's Office

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

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

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an interim application for a Series 12 Restaurant Liquor License for Costa Modern Latin Cuisine, located at 150 SR 179, STE #9, Sedona, AZ (File# 23678964). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Community Development, Finance, the City Clerk's Office, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

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

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

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Costa Modern Latin Cuisine, located at 150 SR 179, STE #9, Sedona, AZ (File# 23678964). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Costa Modern Latin Cuisine, located at 150 SR 179, STE #9, Sedona, AZ (File# 23678964).

CITY COUNCIL AGENDA BILL

AB 3100
August 13, 2024
Consent Items

Agenda Item: 3f
Proposed Action & Subject: Approval of a recommendation regarding an application for a new Series 12 Restaurant Liquor License for Nicks West Side, located at 2920 W HWY 89A, Sedona, AZ (File# 23664461).

Department	City Clerk/ JoAnne and Marcy
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	Liquor License Application is available for review in the City Clerk's Office

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 08/06/24

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

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an interim application for a Series 12 Restaurant Liquor License for Nicks West Side located at 2920 W HWY 89A, Sedona, AZ (File# 23664461). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Community Development, Finance, the City Clerk's Office, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

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

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

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Nicks West Side located at 2920 W HWY 89A, Sedona, AZ (File# 23664461). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Nicks West Side located at 2920 W HWY 89A, Sedona, AZ (File# 23664461).

CITY COUNCIL AGENDA BILL

AB 3104
August 13, 2024
Consent Items

Agenda Item: 3g
Proposed Action & Subject: Approval of a recommendation regarding an application for an New Series 12 Restaurant Liquor License for Sound Bites Grill, located at 101 N HWY 89A, #F29, Sedona, AZ (File# 23682070).

Department	City Clerk/ JoAnne and Marcy
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	Liquor License Application is available for review in the City Clerk's Office

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

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

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an interim application for a Series 12 Restaurant Liquor License for Sound Bites Grill, located at 101 N HWY 89A, #F29, Sedona, AZ (File# 23682070). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Community Development, Finance, the City Clerk's Office, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

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

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

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Sound Bites Grill, located at 101 N HWY 89A, #F29, Sedona, AZ (File# 23682070). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Sound Bites Grill, located at 101 N HWY 89A, #F29, Sedona, AZ (File# 23682070).

CITY COUNCIL AGENDA BILL

AB 3096
August 13, 2024
Consent Items

Agenda Item: 3h
Proposed Action & Subject: 1) Approve acceptance of the FFY 2024 FTA 5311 Grant award in the amount of $155,000. 2) Approve the expenditure of $51,900 which is included in the FY2025 budget as the city's local share to satisfy the conditions of the grant. 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.

Department	City Manager's Office/ Robert and Tyler
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. ADOT FFY 2024 FTA 5311 Competitive Application: Preliminary Notice of Award – Dated 5/16/2024

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
	$ 155,000 (Federal Share: $103,100 (66.5%)) – (Local Share: $51,900 (33.5%))
Amount Budgeted	
	$ 155,000
Account No. (Description)	52-5610-00-4353 Misc Intergovernmental Grants

SUMMARY STATEMENT

Background: On February 15, 2024, staff submitted a FFY2024 FTA 5311 grant application requesting funds for the transit program administrative costs and operating expenses for the upcoming microtransit program.

On May 16, 2024, ADOT issued a Preliminary Award for this Grant application, (pending FTA funding) for a total of $155,000. (See Exhibit A).

Approval of this item shall accept the grant award and commit city funds required for the local share of the total expenditure amount as shown above.

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

The city's Climate Action Plan (CAP) sites the second largest source of CO2 emissions in Sedona is from the use of fossil fuels in vehicles and other motorized equipment. A mode shift to public transit reduces the number of passenger vehicle miles traveled, which results in the displacement of CO2 emissions. One of the specific CAP strategies is to improve and increase transit ridership. Related strategies include a shift to alternative modes of transportation such as ride sharing, public transit, biking, and walking.

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

Alternative(s): N/A

MOTION

I move to: 1) Approve acceptance of the FFY 2024 FTA 5311 Grant award in the amount of $155,000. 2) Approve the expenditure of $51,900 which is included in the FY2025 Budget as the city's local share to satisfy the conditions of the grant. 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.

Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, Deputy Director for Transportation/State Engineer
Paul Patane, MPD Director

May 16, 2024

Robert Weber
Transit Administrator
City of Sedona
102 Roadrunner Dr
Sedona, AZ 86336

Subject: 5311 Rural Transit Fiscal Year 2024 Preliminary Notice of Award Year 1

Dear Mr. Weber:

The Arizona Department of Transportation (ADOT) is pleased to issue this Preliminary Award Notice for Year 1 of your FY 2024 5311 Rural Public Transit Grant Agreement. All preliminary funding awards are contingent upon the Federal Transit Administration (FTA) awarding funds to ADOT for the 5311 Program. ADOT will be submitting an application to FTA in June 2024 and anticipates FTA awarding funding in September 2024. Please see the table below for your 5311 Rural Transit 2024 Preliminary Notice of Award for Year 1.

ADOT must await FTA approval of the grant; thus these award amounts are contingent upon FTA approval and your compliance with Federal and State requirements. You must also have an updated Title VI plan that is approved by ADOT Civil Rights Office or FTA (if applicable), or a self-certification form submitted, prior to expending funds. Your official notice of award will come with your Exhibit A.

All 5311 Formula funding from your FY 2022 contract must be expended by September 30, 2024 or it will be recaptured by ADOT.

City of Sedona

Project Title	Match Ratio	Federal Award	Local Match	Total Award
Administration	80%	$48,000.00	$12,000.00	$60,000.00
Operating	58%	$55,100.00	$39,900.00	$95,000.00
Total		**$103,100.00**	**$51,900.00**	**$155,000.00**

Please note, due to our funding requests exceeding 31 million dollars and an apportionment of just over 17 million dollars we were unable to approve capital request(s) outside of preventative maintenance. Additionally please be advised that ADOT was not able to fund expansion of services with your 5311 preliminary award due to funding limitations. We encourage you to consider conducting route analysis projects to streamline operations and maximize your funding.

Capital requests such as buses and bus facilities can be funded from the upcoming 5307/5339 Competitive grant application. Arizona DOT receives an apportionment of 4 million dollars in Section 5339 Statewide funds in FY 2024 and 5311 agencies are eligible to apply for 5339 funding. Please consider this funding option. We anticipate the application opening in the next few months.

If you have any questions, or if the award is significantly different than expected, please contact your Program Manager. You have the right to appeal this funding decision. If filing an appeal, applicants must use the following process in order for the appeal to be considered valid. Letters of appeal must clearly identify the applicant, contact person, address, phone number, project description and grounds for appeal. Letters of appeal must be submitted within ten business days of notification of award; no later than the close of business **May 31, 2024**. Submit the appeal via email to your assigned Program Manager.

ADOT reviews all appeals and notifies applicants of the decision within ten business days. If the applicant is not satisfied with the 5311 Program Manager's response, a further appeal may be made to the Transit Group Manager. This appeal must be submitted within ten business days of the notice of the 5311 Program Manager's decision. A copy of the additional appeal must be sent to the 5311 Program Manager. The Transit Group Manager will then provide a written response to the applicant within 30 days of receipt of the appeal.

Please remember that your transit funding must be included in the local TIP (Transportation Improvement Plan) developed by your Councils of Government (COG) or Metropolitan Planning Organization (MPO) and your COG/MPO must forward their approved TIP to ADOT Programming so the projects can be included in the State Transportation Improvement Program (STIP). COGs and MPOs have been copied on this award letter; however, it is the transit agencies responsibility to coordinate with your COG or MPO to assure that all your projects are included in the local TIP. FTA is unable to fund any grant application until the project is included in the federally approved STIP.

Shatawn Reed	Luke Taylor	Jesse Zaragoza
602-712-7318	602-712-7106	602-712-4498
sreed2@azdot.gov	ltaylor3@azdot.gov	jzaragoza2@azdot.gov

Sincerely,



Jill Dusenberry
Transit Group Manager
CC - Tina Munoz, ADOT

Shatawn Reed, ADOT
Luke Taylor, ADOT
Jesse Zaragoza, ADOT
Lisa Danka, ADOT
Veronica Ruiz Ronquillo, ADOT
Ruth Garcia, ADOT
Tod Morris, NACOG
Jennifer O'Connor, NACOG

CITY COUNCIL AGENDA BILL

AB 3103
August 13, 2024
Consent Items

Agenda Item: 3i
Proposed Action & Subject: Approval of change order to Questica Budget Software in relation to CIP IT-01 Citywide Business Software.

Department	Financial Services/Sterling West
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. CO order form and SOW

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
CO increase	$15,050
Amount Budgeted	
$	$1,150,000
Account No. (Description)	22-5224-89-6875 ERP System Replacement

SUMMARY STATEMENT

Background: This is a request for the City Council to authorize the City Manager to execute an amendment to the contract with Questica Ltd. (a Euna solutions brand) for budget software and authorizes the City Manager to renew the Agreement, at their discretion, for an additional four (4) one-year terms. The initial term of the Agreement is one year and commenced in June of this year. The change order pushes the year-one cost of Questica budget software, in relation to CIP IT-01 Citywide Business Software, over $100,000.

Staff are seeking council approval to amend the contract with Questica to include Capital Module and Budget Book Studio implementation services at an increase of $15,050 (one-time cost for implementation). If approved, the amended year one price, including the annual software subscription agreement of $58,594 and one-time costs for implementation services of $54,900, will result in a not to exceed cost of $113,494 for year 1.

Questica will serve as the Citywide budget software for immediate implementation in preparation of the FY26 budget cycle. The implementation of the Questica budget software will cause the City to replace and discontinue contracts with McLain budget software, MuniCast forecasting tool, and CaseWare. As part of CIP "Citywide Business Software" (IT-01), the city is replacing its existing ERP (Enterprise Resource Planning) software.

The City previously used McLain software for budgeting. The Finance department was using data directly from McLain, importing or manually entering the data into MS Excel, and used a combination of Excel and Word to interact with departments for budget submissions. The use of these tools in a rapidly changing budget process is prone to data input errors, instability of pivot tables, lack of version control, and ultimately, unintended errors. The city identified, through evaluation of cooperative purchasing agreements, the best fit service for a budget software solution that will reduce errors and be a more reliable tool that all departments can access to manage budget information. This will aid in enterprise planning, strategic planning, and the ability to forecast scenarios for budgeting purposes. Additionally, this new system will provide a view to operating plans and simplify budget reporting.

This tool will simplify the budget process, reduce manual errors, and improve reporting. This will increase transparency and assist the City Council and public in understanding the city's budget.

The city of Sedona has entered into a contract with the Software-as-a-Service (SaaS) subscription of Questica budget solution and professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Listed are the Euna budget customers in Arizona:

- City of Phoenix, AZ (Sherpa/ Euna Budget Enterprise)
- City of Glendale, AZ (Questica)
- Town of Gilbert, AZ (Questica)
- City of Chandler, AZ (Questica)
- City of Peoria, AZ (Questica)
- City of Goodyear, AZ (Questica)
- City of Eloy, AZ (Questica)
- City of Avondale, AZ (Questica)
- Interfaith Community Services, AZ (Questica)
- Southwest Human Development, AZ (Questica)
- Mohave Community College, AZ (Questica)
- United Cerebral Palsy of Central Arizona, AZ (Questica)

Budget: The amount budgeted for the project is $113,494 (FY25) this will be funded from 22-5224-89-6875 with a budget of $1,150,000.

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

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

Alternative(s): Council could elect to not approve this CO and Capital Projects would be housed outside of the budget software in excel or other desired system. Not recommended.

MOTION

I move to: approve Questica Budget Software SaaS the change order to increase an amount not-to-exceed $15,050 for year 1, for one-time professional services (implementation and training) of the Capital Module and Budget Book Studio, and authorize the City Manager to renew the Agreement, at their discretion, for an additional four (4) one-year terms.

Questica Order Form

Prepared for

Anette Spickard
City of Sedona, AZ

by

Justin Borrow
Questica Ltd.

August 15th, 2024

Questica Order Form

Quotation ID#: 08-15-2024 City of Sedona, AZ

Description	Total
Summary Description: Capital Module and Budget Book Studio implementation.	
Total Professional Services (one-time fee)	**$15,050.00**
GRAND TOTAL (Year 1)	**$15,050.00**

Pricing Notes

- Above pricing in US Dollars
- Applicable Taxes Extra
- This change order is an amended price to the initial contract
- Terms of Payment:
    - Professional Services:
        - Due 100% upon Acceptance Date of Order Form (Net 30)

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Statement of Work

Implementation of Questica Capital Module and Budget Book Studio

Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Import Projects	Configuration and data import of standard Questica Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... by Project.	In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.

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Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks:• Create statistical budget line items at the statistical account level... by Project	Customer task:The Customer will enter their statistical budget data using Questica Budget's user interface or Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using Questica Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Springbrook general ledger or project system at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved capital budget.

Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's Springbrook general ledger or project system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer's Springbrook general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope:Questica will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

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Budget Book Studio

Budget Book Studio is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Configuration of Budget Book Studio	The Customer is able to add multiple budget books to their OpenBook site following their approval workflow in “Budget Book Studio” . Budget books are built with a Customer defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Questica services include: • Training, including an optional introduction for newcomers to OpenBook. • Review source budget data: account groups, funds, and departments. • Configuration & testing of data integration from Questica Budget. * • Guidance on completing tasks, including: o manual input of values deemed non-automatable; o insertion of unstructured data from files such as images, maps, award certificates, and charts; o sharing experience of layout and content options. * Where the source system is not Questica Budget, The Customer is responsible for providing clean, well-organized data in CSV file for upload.	In scope: This is a “guided self-serve” implementation in which a Questica consultant will assist in configuring the first budget book, over a period not exceeding 8 weeks to a limit of 8 hours of consulting time (additional services can be purchased at Questica's standard hourly rate).
Content Authoring and Editorial Services	Authoring text and generating image (photo, graphic, map, chart, etc.) content for budget book(s).	Customer task

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Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

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Quotation General Terms and Conditions

General Terms and Information:

Terms of Service: The services and any related software are provided under the original License and Service/Subscription Agreement which is hereby deemed to be fully incorporated into this quotation.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

Implementation Services: Questica shall provide the professional service as defined in the Scope of Work in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Customer expires the earlier of:

1) completion of the services described in the SOW

2) 12 months from the acceptance date of the relevant Order Form.

Travel Costs: Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

© Questica Ltd.

Acceptance

CITY OF SEDONA, ARIZONA

Authorized Signature: _____

Authorized Name: _____

Title: _____

Date: _____

QUESTICA Ltd.

Authorized Signature: _____

Authorized Name: _____

Title: _____

Date: _____

© Questica Ltd.

CITY COUNCIL AGENDA BILL

AB 3102
August 13, 2024
Consent Items

Agenda Item: 3j
Proposed Action & Subject: Approval of additional fiscal year contract with Tourism Economics for tourism data platform software in amount not-to-exceed $57,000.

Department	City Manager/Lauren Browne
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. Tourism Economics Professional Services Agreement

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
$	57,000
Amount Budgeted	
$	90,000
Account No. (Description)	60-5224-21-6436 (HW/SW Maint/Support)

SUMMARY STATEMENT

Background:

The City's Tourism Program uses data to inform decision making, create benchmarks, and be predictive of market changes. One of the tools staff uses is Symphony, a Tourism Economics platform that aggregates a variety of data, including hotel and short-term rental stats like occupancy and average daily room rate, hotel booking pace, and credit card spending, into a dashboard. This data is easily exportable for stakeholders and the community, and will be integral when staff creates the tourism data transparency hub that is planned to be featured on www.scenicsedona.com. The change order pushes the cost of the Symphony software tool over $100,000, requiring Council approval.

Budget:

While $90,000 was budgeted for the product this FY, the contract came in under that amount at $57,000 because of the reduction of scope compared to the year prior.

See the contract and scope of work in Exhibit A.

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

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

Alternative(s): None

MOTION

I move to: approve additional fiscal year contract with Tourism Economics for tourism data platform software in amount not-to-exceed $57,000.

PROFESSIONAL SERVICES RENEWAL 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 **Tourism Economics LLC** a Pennsylvania Limited Liability Company ("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 the **Symphony Intelligence Platform** (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 **$57,000**. 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."

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 **June 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: Communications & Public Relations Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Tourism Economics LLC
303 West Lancaster Avenue
Wayne, PA 19087

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

_____

ATTEST:

_____

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

TOURISM ECONOMICS LLC

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).

TOURISM ECONOMICS
AN OXFORD ECONOMICS COMPANY

303 W Lancaster Avenue
Wayne PA 19087
Phone: 610.995.9600
Fax: 610.995.9611
www.tourismeconomics.com

Lauren Browne | Communications Director

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

July 15, 2024

Dear Lauren,

This following renewal agreement itemizes the scope of work for Tourism Economics to continue delivery of City of Sedona's Symphony intelligence platform for the upcoming 12-months. If everything looks acceptable, please sign, and return to me.

Thank you for the opportunity to continue to partner with your team. Please contact me if you have any questions.

Best regards,

Cindy Decker

Cindy Decker | Sr. Manager Client Relationships & Insights
Tourism Economics
An Oxford Economics Company

TOURISM ECONOMICS
AN OXFORD ECONOMICS COMPANY

303 W Lancaster Avenue
Wayne PA 19087
Phone: 610.995.9600
Fax: 610.995.9611
www.tourismeconomics.com

Scope of Services and Fees

Tourism Economics will deliver the SYMPHONY market intelligence platform with the following modules to City of Sedona based on mutually agreed-upon timetables.

Term of Agreement:

- ☐ July 2024 – June 2025 (discounted for renewal)
- ☐ July 2024 – June 2027 (5% annual increase waived)

Payment Schedule: Annual Invoicing will start July 2024. Invoicing will be split into two bills.

Modules

1. **Visitor Intelligence (optional add-on)**

   Visitors

   Mobile device data will be integrated from one of our geolocation partners allowing for detailed analysis of visitor patterns. This will track visits to the destination on the following criteria:

   - Origin
   - Destination (by study geography, neighborhoods, and individual points of interest)
   - Length of Stay
   - Day vs. Overnight
   - Weekend vs. Weekday
   - Demographics of US visitors (age, income, and race)
   - 50 Points of interest (POI)
   - Cross-visitation (across regions and POIs)

   Event Analysis

   Using the dynamic mapping feature of POIs with dates, allows for the evaluation of any event with the sample size to determine the profile of the visitors. Analyze the impact on the community by

   In-market behavior

   Using device-level detail to track activities and visitor flow in and around the destination.

2. **Lodging Performance**

   Integrate your hotel, short-term rental, and lodging tax data in one place for easier and on-demand analysis. This module compiles history of performance with the ability to dynamically analysis segments, destinations, competitors, and key performance metrics (occupancy, ADR, RevPAR, supply, demand, and room revenue). Includes the ability to look at demand and room revenue distribution between hotel and short-term rentals.

303 W Lancaster Avenue
Wayne PA 19087
Phone: 610.995.9600
Fax: 610.995.9611
www.tourismeconomics.com

3. **Sales Intelligence**

   Monitor group and event sales performance and enable the organization to get the most out of the data in their CRM system. In addition to ongoing tracking of sales, more in-debt analysis can be conducted through interactive and dynamic business intelligence looking at leads, bookings, need periods, and the conversation rate by third-party lead generators.

4. **Workforce Analysis**

   Access exclusive wage and occupational analysis of your community's workforce including demographics, jobs openings and quit rates, and position analysis. Monitor average and total income by industry subsector along with employment and average wages by major occupational groups (e.g., management positions, maintenance, sales etc.). The "workforce module" also includes a three-year annual forecast of the Leisure and Hospitality sector jobs.

5. **International Visitation and Spending**

   View both historic and forecasted international visitation and spending data by world regions, with details on visits, nights, and spending with 5-year forecasts. This is a unique offering based on Tourism Economics' Global Travel dataset. No other provider has the total volume of international travel by origin calculated for the US market. This will enable City of Sedona to monitor the recovery of international visitation and spending for the territory.

6. **Air Travel**

   Measure visitor arrivals by air and comparisons to 2019 with custom comp-set as decided by destination. Monitor activity levels at all individual US airports.

7. **Traveler Sentiment**

   Access a collections of national travel sentiment data from both consumer and business travelers from TE partners and public sources.

8. **Web Analytics**

   Track website performance with daily, weekly, and monthly updates of website sessions, sessions by device, session duration, pageviews, and bounce rate by acquisition channel, device, origin market, landing page, and referrer site.

9. **Social Media**

   Monitor monthly audience, impressions, engagements, engagement rate by week, day-of-week, gender, and age. Different views also look at impact on impressions from paid marketing. All data is piped in from the destination's social media publishing platform.

10. **Website Attribution (optional add-on)**

    Track the impact your destination website has on visitor arrivals by origin markets and campaigns tracked in Google Analytics. By mapping Near mobile location data with Google Analytics data you will be able to track the "website visit to arrival window" of your visitors and compare effectiveness by date, campaigns, and origin markets.

11. **Credit Card Spending (optional add-on)**

    Track visitor spending behavior by origin market, demographics, industry sector, and merchant. Monitor what markets are spending the most while visiting and what they are spending money on.

303 W Lancaster Avenue
Wayne PA 19087
Phone: 610.995.9600
Fax: 610.995.9611
www.tourismeconomics.com

Track seasonality of spending patterns and change over time.

Amplification of results is a key feature of Symphony. You will have the option of embedding select results into its own website and specific modules or slices of data can be "pushed" out to stakeholder groups on an automated basis.

Access you will have online access to the platform 24/7 with unlimited number of users. You also have the ability to embed dashboards and reports to your website allowing you to share market data with your stakeholders and industry partners on an ongoing basis.

Twenty-four (24) hours of consulting per year is included with your SYMPHONY platform. These hours can be utilized for monthly calls, presentations, planning meetings, ad hoc analysis, or on-site presence. Development and additional support hours are available at a fixed rate and requires pre-approval.

All raw data remains the property of the source organization and third-party licensing agreements remain in place within SYMPHONY. Formulas, code, and calculations remain the property of Tourism Economics.

Any data requiring purchase will be the responsibility of the client, who will grant Tourism Economics access to all necessary programs and datasets for the duration of the agreement.

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Summary

SYMPHONY Reports	Advanced
Executive Summary	✓
Lodging Performance	✓
Web Analytics	✓
Economic indicators and outlook	✓
Air Travel	✓
Workforce Analysis	✓
Social Media Performance	✓
Traveler Sentiment	✓
Predictive Analytics	✓
Recovery Indicators	✓
Short term rental (KeyData)	✓
Credit Card Spend (optional add-on)	✓

SYMPHONY Advanced Tier	Year-1
Total Symphony Cost	~~$38,000~~ $28,000
Mobile location via Azira (main study geography & 50POIs)	waived
Visitor Card Spending via TransUnion	~~$20,000~~ $5,000
Short Term Rental Data via Key Data	$12,000
Hotel Pace Report via Amadeus	$12,000
Total Cost	**$57,000**
* The 5% annual increase is waived with multi-year agreements **<u>Optional activations and add-ons (contact for pricing)</u>** Economic Impact Study via Tourism Economics (~~$30K~~ $20K) Lodging Forecast via Tourism Economics (~~$20K~~ $16K)	

Please select Option:

☐ Option 1: 1-year agreement $57,000 annually

☐ Option 2: 3- year agreement $57,000 annually (locked in rates)

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Limitation of Liability

Because of the uncertainty of future events and circumstances and because the contents are based on data and information provided by third parties upon which Tourism Economics has relied in good faith in producing the Deliverables, Tourism Economics does not warrant that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be accurate or achievable and Tourism Economics will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing.

Additional terms from the following Attachment A (Terms & Conditions) are also agreed.

Approved

	
Authorized Signature for Client	Authorized Signature for TE
	Adam Sacks, President, Tourism Economics
Printed Name and Title	Printed Name and Title
	July 15, 2024
Date	Date

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Attachment A

TERMS AND CONDITIONS FOR RESEARCH SERVICES

1. NO OTHER TERMS

1.1 The Conditions apply to the supply of the Research Services to the Customer (City of Sedona) and supersede any terms and conditions provided or referred to by the Customer, including any of the Customer's standard terms provided with any purchase order, invoice or other documentation.

2. DEFINITIONS

2.1 In this Agreement the following expressions have the meaning set opposite:

Background: information, techniques, know-how, software and materials (regardless of the form or medium in which they are stored) that are used by Tourism Economics (and whether owned or provided by Tourism Economics or a third party) in creating the Deliverables;

Intellectual Property: patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how: unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

3. RESEARCH SERVICES

3.1 The Customer engages Tourism Economics to provide the Research Services to the Customer as from the Commencement Date on the terms of this Agreement.

3.2 This Agreement relates to the supply of the Research Services. The supply of any other services, including any variations to the Research Services, will be subject to a separate agreement to be negotiated between Tourism Economics and the Customer.

4. CHARGES

4.1 The Customer will pay the Charges and will reimburse Tourism Economics on demand for all travel, subsistence or other expenses incurred by Tourism Economics' employees or consultants in connection with the provision of the Research Services and the supply of the Deliverables including, without limitation, those expenses incurred in complying with the Customer's requests.

4.2 The Charges will be payable in accordance with the Schedule and where no timetable for payment is specified, Tourism Economics may invoice the Customer monthly in arrears for any Charges and expenses and the Customer will pay each of Tourism Economics' invoices within 30 days after the date of the invoice.

4.3 The following services are rendered to City of Sedona to support the American Rescue Plan Act (ARPA) funds allocated to Research for the six Strategic Priorities defined within the Program.

4.4 The Charges and all other sums payable under this Agreement are exclusive of value added tax, sales tax or similar taxes which the Customer will pay at the rate and in the manner from time to time prescribed by law.

5. WARRANTIES

5.1 Tourism Economics will provide the Research Services with reasonable skill and care.

5.2 Because of the uncertainty of future events and circumstances and because the contents are based on data and information provided by third parties upon which Tourism Economics has relied in good faith in producing the Deliverables, Tourism Economics does not warrant that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be accurate or achievable and Tourism Economics will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing.

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5.3 If the Customer makes or has anyone else make any modification to any of the Deliverables, Tourism Economics will have no further liability or responsibility in respect of that Deliverable, will be released from any obligation to provide any service in respect of that Deliverable, and will be entitled to raise additional charges in return for any services which Tourism Economics does so provide.

6. PROPRIETARY RIGHTS IN THE DELIVERABLES AND CONFIDENTIALITY

6.1 Subject to Clauses 6.2 and 6.3, the Intellectual Property in the Deliverables shall be vested in the Customer.

6.2 This Agreement will not affect the ownership of any Intellectual Property in any Background. The Intellectual Property in such Background will remain the property of Tourism Economics (or its licensors) and the Customer will keep the Background confidential.

6.3 The Customer agrees that it will include in the Deliverables an acknowledgement in a form reasonably satisfactory to Tourism Economics that the Deliverables have been prepared by Tourism Economics.

6.4 Tourism Economics agrees to keep confidential and not to use except for the purpose of performing the Research Services, any confidential information which it may receive from or on behalf of the Customer or any confidential information of the Customer which may come into its possession in the course of performing the Research Services.

7. DURATION AND TERMINATION

7.1 Despite anything else contained in this Agreement, each party may terminate this Agreement immediately on giving notice in writing to the other party if:

7.1.1. the other party commits any breach of any term of this Agreement and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 30 days after Tourism Economics has requested the Customer in writing, to remedy the breach; or

7.1.2. the other party has a receiver, administrative receiver or an administrator appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

7.2 Each Term shall automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term. All renewals will include an annual cost increase of 5%.

7.3 Any termination or expiry of this Agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

7.4 Clauses 5, 6, 9 and 10.2 will survive the termination of this Agreement or the completion of the Consultancy Services and continue indefinitely.

8. DELAYS

8.1 Despite anything else contained in this Agreement, Tourism Economics will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the Customer's part or on the part of any third party, and any defect, error, fault or deficiency in any software not provided by Tourism Economics or in any equipment), and Tourism Economics will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the project in hand but also in the context of Tourism Economics' other commitments.

8.2 Tourism Economics will endeavor to comply with any timetable or dates which Tourism Economics has given to the Customer for the performance of the Consultancy Services and the supply of the Deliverables, but these are estimates only, and Tourism Economics will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.

9. LIABILITY

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9.1 Nothing in this Agreement limits or excludes Tourism Economics' liability for the death or injury of any person caused by Tourism Economics' negligence, or for any fraud.

9.2 Subject to Clause 9.1, Tourism Economics will not be liable to the Customer for loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, lost or wasted management time or time of other employees, loss or spoiling of data, loss of contracts, or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if Tourism Economics was advised of or knew of the likelihood of that loss or type of loss arising.

9.3 Subject to Clause 9.1, Tourism Economics' liability to the Customer (whether in contract or tort, including but not limited to negligence, or arising in any other way, and whether or not of a kind foreseeable by Tourism Economics) will be limited to damages which will not exceed, in aggregate, a sum equal to the Charges payable to Tourism Economics by the Customer under this Agreement.

9.4 The Customer acknowledges that the above exclusions and limitations on Tourism Economics' liability have been drawn to the Customer's attention and that Tourism Economics is willing to undertake greater liability provided Tourism Economics is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.

9.5 Under any relevant privacy legislation, eg GDPR, this acknowledges that Tourism Economics has permission to store user data such as phone numbers, email addresses, as necessary to provide good and timely services. Tourism Economics confirms that this data will not be shared with any third party without permission of the client.

10. TOURISM ECONOMICS STAFF

10.1 Although Tourism Economics will endeavor to maintain the continuity of its personnel involved in providing the Research Services to the Customer, Tourism Economics reserves the right to determine which of its employees and consultants performs those services.

10.2 During the period when Tourism Economics is providing the Research Services, or for six months afterwards, the Customer will not: (i) solicit, or endeavor to entice away from, or discourage from being employed or engaged by Tourism Economics, anyone who is or has been involved in the provision of the Research Services or the Deliverables under this Agreement; or (2) employ, engage or endeavor to employ or engage anyone who is employed or engaged by Tourism Economics and is or has been involved in providing the Research Services or the Deliverables under this Agreement.

11. GENERAL

11.1 *Notices*. Any notice to be given under this Agreement must be in writing and sent by pre-paid first-class post or international courier to the address of the relevant party set out on the front sheet of this Agreement. A notice sent in accordance with this clause will be deemed to take effect on the second day after the day of posting.

11.2 *Headings*. The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.

11.3 *Assignment etc*. No party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part.

11.4 *Illegal/unenforceable provisions*. If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

11.5 *Waiver of rights*. If a party fails to enforce or delays in enforcing an obligation of any other party, or fails to exercise or delays in exercising a right under this Agreement, the failure or delay will not affect their right to enforce that obligation or constitute a waiver of that right. Any waiver by a party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

11.6 *No agency etc*. Nothing in this Agreement is intended to create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent. No party has any authority to make any representation or commitment or incur any liability on behalf of any of the others.

11.7 *Entire agreement*. This Agreement constitutes the entire agreement between the parties relating to its subject-matter. Each party acknowledges that it has not entered into this Agreement on the basis of or relied on any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of, or any right to rescind this Agreement in respect of, any

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representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which any party may have to any other (or any right which any party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

11.8 *Variations*. No variation of this Agreement will be effective unless it is made in writing and signed by each party or its authorized representative.

11.9 *Third parties*. No person who is not a party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its or termination, and no person who is not a party to this Agreement may enforce any benefit conferred upon them by this Agreement, unless this Agreement expressly provides otherwise.

11.10 *Governing law, etc*. This Agreement will be governed by and construed in accordance with US law. The New York courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any party may bring proceedings for an injunction in any jurisdiction.

CITY COUNCIL AGENDA BILL

AB 3105
August 13, 2024
Consent Items

Agenda Item: 3k
Proposed Action & Subject: Approval of a Contract Change Order with Banicki Construction, Inc for the Pedestrian Crossing at Oak Creek Project in the amount of $201,938.

Department	Public Works/Bob Welch
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	July 23, 2019; September 24, 2019; February 24, 2021; March 28, 2023
Exhibits	A. Change Order #9

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
$	201,938
Amount Budgeted	
$	300,000
Account No. (Description)	22-5320-89-6881 Pedestrian Crossing at Oak Creek (SIM-04C)

SUMMARY STATEMENT

Background:

Staff is requesting approval of a change order (Contract Change Order #9) on the Pedestrian Crossing at Oak Creek Project with J Banicki Construction, Inc in the amount of $201,938. With the change order exceeding 10 percent of the original contract value, it is being presented to the council for approval in accordance with Section 3.05.010 of the City Code.

The change order serves to support additional work related to additional concrete work, lighting modifications, power service improvements, ADA compliance modifications, and other minor items. Detailed information on the proposed contract amendment is provided in Exhibit A, Change Order #9.

A detailed summary of the additional work and cost is as follows:		
1)	Visionaire Lighting Package	$5,786.27
2)	Underground Electrical Service Conduit (via directional drilling)	$89,149.06
3)	Concrete Wall and Barrier color	$33,900.90
4)	Additional Retaining Curb and Handrail	$19,300.00
5)	Additional Concrete Barrier and Handrail	$14,325.00
6)	Full Depth Saw Cutting and Seal	$7,858.62
7)	Extra Man Gates	$2,895.84
8)	Conduit Sleeving	$3,047.65
9)	ADOT Support Stand and Installation	$3,432.71
10)	Sidewalk Removal and Replacement	$22,241.88
	TOTAL	$201,937.93

Budget:

The new contract value for the Pedestrian Crossing at Oak Creek Project is increased from $3,806,457.05 to $4,008,394.98. Overall, the new contract value is 15.8% over the original contract value of $3,461,567.15.

The change order amount $201,938 is within the $300,000 FY25 amount budgeted for the project.

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

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

Alternative(s):

Council could elect to not approve the change order which would preclude the additional work on the Pedestrian Crossing at Oak Creek Project from moving forward and delay completion of the project.

MOTION

I move to: approve Contract Change Order #9 with J Banicki Construction, Inc. in the approximate amount of $201,938.

City of Sedona Public Works Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 Fax: (928) 282-5348

To: Anette Spickard, City Manager

From: Robert Welch, PE Associate Engineer

Thru: Kurt Christianson, City Attorney

Date: August 13, 2024

Re: SR 179 Pedestrian Crossing at Oak Creek

I am presenting Change Order #9 to you for signature; it increases the contract cost and the contract time period.

This change order provides for addtions in the project work resulting in an overall increase in the contract value. The following summary of changes (for additional information see attached Exhibit A):

- Additional cost to provide the Visionaire Lighting Package
- Additional cost and work for directional drilling and conduit for APS electrical service
- Additional cost to change the color of the wall and Barriers to Yosemite Brown
- Additional cost and work for adding 20 LF of Retaining Curb with Handrail
- Additional cost and work for adding 15 LF of Concrete Barrier with handrail
- Additional work and cost for sawcut joint and sealing along concrete pathway
- Additional cost and work for two separate man gates in the railing
- Additional cost and work to install 50 LF of sleeving for future Camera use
- Additional cost and work for steel support stand for ADOT water sampling box

This Change Order also adds 59 calendar days to the contract, increasing the total number of calendar days for completion to 471 days, resulting in a new completion date of September 6, 2024.

This change order results in an increase in the contract of **$ 201,937.93** Overall, the new contract value is **15.8%** over the original contract value.

Change Order	Value in Dollars	Value in Days	Cumulative CCO Dollars	Cumulative CCO Days	New Contract Value	New Contract Days
0					$3,461,567.15	270
1	$0.00	56	$0.00	56	$3,461,567.15	326
2	$11,691.84	0	$11,691.84	56	$3,473,258.99	326
3	$30,069.12	65	$41,760.96	121	$3,503,328.11	391
4	$9,124.44	0	$50,885.40	121	$3,512,452.55	391
5	$26,279.39	0	$77,164.79	121	$3,538,731.94	391
6	$243,402.00	21	$320,566.79	142	$3,782,133.94	412
7	$20,726.44	0	$341,293.23	142	$3,802,860.38	412
8	$3,596.67	0	$344,889.90	142	$3,806,457.05	412
9	$201,937.93	59	$546,827.83	201	$4,008,394.98	471

_____ Approved _____ Disapproved

_____ _____

Anette Spickard, City Manager Date

Attachment(s):

- **Exhibit A Summary of Cost included in Change Order 9**
- **Exhibit B Visionaire Lighting Package**
- **Exhibit C Directional Boring**
- **Exhibit D Concrete Color**
- **Exhibit E Additional Retaining Curb with Handrail**
- **Exhibit F Additional Concrete Barrier with Handrail**
- **Exhibit G Green Saw and Seal the Sidewalk**
- **Exhibit H Extra Man Gates on Railing**
- **Exhibit I Future Camera sleeving**
- **Exhibit J ADOT Water Sampling Stand**
- **Exhibit K Sidewalk Removal and Replacement**

Updated: 7/11/2016

City of Sedona Public Works Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 Fax: (928) 282-5348

Public Works Department
Change Order #9

This change order is not effective unless signed by the City Manager of the City of Sedona or their properly designated representative. Section 47 of the Contract General Conditions shall apply.

****

THIS CHANGE ORDER CONSTITUTES FULL, FINAL AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE WORK DESCRIBED IN THIS CHANGE ORDER, INCLUDING ANY IMPACT ON THE DESCRIBED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE DESCRIBED WORK.

****

CHANGE ORDER NUMBER: **9** **DATE:** **08/13/24**
PROJECT: **SR 179 Pedestrian Crossing at Oak Creek**
CONTRACTOR NAME: **Banicki Construction Construction, Inc**
REASON FOR CHANGE: **This Change order is for additional project work resulting in an overall increase in the contract value and**

Plan Sheet #'s affected by this change: N/A
Specification Sections upon which Change Order is based: GC-47, 49
Change requested by (check one): ____ City ____ Contractor X Both
Contract time adjustment: 0 Calendar Days
This contract change order
X increases the maximum estimated contract compensation per GC Section 47 contract adjustment as follows:
____ decreases the maximum estimated contract compensation per GC Section 47 contract adjustment as follows:

$33,625.00	**+ $0.00**	**+ $168,312.93**	**+ $0.00**	**= $201,937.93**
Method A	**+ Method B**	**+ Method C**	**+ Method D**	**= Total Cost Adjustment**

Contract Compensation:		**Contract Time:**	
Original Contract Amount	$3,461,567.15	Original Contract Time (days)	270
This Change Order	$201,937.93	This Change Order (days)	59
All Previous Change Orders	$344,889.90	All Previous Change Orders (days)	142
Total Maximum Compensation	$4,008,394.98	Total Maximum Contract Time (days)	471

CONTRACTOR ACCEPTANCE
BY: _____
DATE: _____

CITY OF SEDONA - CITY ATTORNEY APPROVED
BY: _____
DATE: _____

CITY OF SEDONA - CITY MANAGER APPROVAL
BY: _____
DATE: _____

CITY OF SEDONA - CITY CLERK ATTEST
BY: _____
DATE: _____

Attachment(s):

- **Exhibit A Summary of Cost included in Change Order 8**
- **Exhibit B Visionaire Lighting Package**
- **Exhibit C Directional Boring**
- **Exhibit D Concrete Color**
- **Exhibit E Cornell Rock**
- **Exhibit F Additional Retaining Curb with Handrail**
- **Exhibit G Additional Concrete Barrier with Handrail**
- **Exhibit H Green Saw and Seal the Sidewalk**
- **Exhibit I Extra Man Gates on Railing**
- **Exhibit J Future Camera sleeving**
- **Exhibit K ADOT Water Sampling Stand**
- **Exhibit L Sidewalk Removal and Replacement**

EXHIBIT A

SR 179 Pedestrian Crossing at Oak Creek							
CONTRACT CHANGE ORDER							
Contract Change Order 9							
CO #	**ITEM #**	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**EXTENSION**	**Additional Time**
Method A: Unit Pricing Found in the Contract Documents							
9.4	2.2.29	Retain Curb	LF	20	$820.00	$16,400.00	3
9.5	2.2.45	Concrete Barrier with Handrail	LF	15	$955.00	$14,325.00	3
9.4	2.2.48	Handrail	LF	20	$145.00	$2,900.00	
				SUBTOTAL		***$33,625.00***	**6**
Method C: Lump Sum Unit Pricing							
9.1		Visionaire Lighting Package	LS	1		$5,786.27	28
9.2		Underground Electrical Service Conduit (via directional drillir	LS	1		$89,149.06	14
9.3		110% Yosemite Brown (color mod for conc. barrier and wall)	LS	1		$33,900.90	0
9.6		Full Depth Sawcutting and Seal	LS	1		$7,858.62	1
9.7		Two additional Man Gates	LS	1		$2,895.84	2
9.8		Conduit Sleeving (future camera)	LS	1		$3,047.65	1
9.9		ADOT Support stand and instilation	LS	1		$3,432.71	2
9.10		Remove and Replace Sidewalk by Center of New Age	LS	1		$22,241.88	5
				SUBTOTAL		***$168,312.93***	**53**
					TOTAL	**$201,937.93**	**59**

CO 9.1 Visionaire Lighting Package
Additonal cost associated with changing the lighting to a the Visionaire lighting package.
CO 9.2 Underground Electrical Service Conduit (via directional drilling)
Addtional cost associated with directional drilling/boring for electrical service conduit to tie into the transformer located behind the Pump House resturant in Tlaquepaque.
CO 9.3 Concrete Wall and Barrier color
Addtional Cost associated with swapping the standard grey concrete out for 110% Yosemite Brown for all walls and Barriers.
CO 9.4 Addtional Retaining Curb and Handrail
The city had requested that 20 LF of retaining curb and 20 LF of handrail needed to be added.
CO 9.5 Additional Concrete Barrier and Handrail
The city had requested that an addtional 15 LF be added of concrete barrier with handrail be added to the north side of the pathway.
CO 9.6 Full Depth Saw cut and Seal
Addtional cost associated with changing the joints from expantion joint to a full depth saw cut with Sikaflex self leveling sealant.
CO 9.7 Extra Man Gates
Addtional cost associated with needing two extra man gates on the railing. One man gate will be going infront of the fire hydrent and the other will go by the ADOT water sample box.
CO 9.8 Conduit Sleeving (future camera)
Addtional Cost associated with adding conduit and installation of the conduit for the city to use to install cameras.
CO 9.9 ADOT Support Stand and Instillation
Addtional cost to construct and install the steel stand to support ADOT water sampling Box.
CO 9.10 Sidewalk Removal and Replacement
Addtional cost with removal and replacement of the sidewalk by the center of new age inorder to meet the correct grade for the pathway.

Exhibit B

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **010**
Date: 2/16/2024

Change Order Request Identification:
This COR is for the additional cost to providing Visionaire Lighting Package per the Right of Way group's request

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	$ -

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
		LABOR SUBTOTAL	$ -

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
			MATERIAL SUBTOTAL	$ -

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Rural Electric	1	LS.	$4,850.00	$4,850.00
			SUBCONTRACTOR SUBTOTAL	$ 4,850.00

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT		$	-
LABOR SUBTOTAL	$ -		
50.00% LABOR BURDEN	$ -		
15.00% MARK UP ON LABOR (<$50,000)	$ -		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	-
MATERIAL SUBTOTAL	$ -		
15.00% MARK UP ON MATERIAL	$ -		
TOTAL MATERIALS		$	-
SUBCONTRACTOR SUBTOTAL	$ 4,850.00		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ 485.00		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR		$	5,335.00
	SUBTOTAL	$	5,335.00
0.0100 INSURANCE		$	53.35
0.0100 BOND		$	53.35
0.0633196 SALES TAX		$	344.57
	TOTAL CHANGE ORDER REQUEST	**$**	**5,786.27**

RURAL ELECTRIC
BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	J. Banicki Construction	**Contact:**	
Address:	4720 E Cotton Gin Loop, Suite 240 Phoenix, AZ 85040	**Phone:** **Fax:**	(480) 320-4390
Project Name:	1012306 SR179 Owner Requested Lighting Package	**Bid Number:**	
Project Location:		**Bid Date:**	2/1/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
9xx	Provide Visionaire Lighting Package Per Owner Request	1.00	EACH	$4,850.00	$4,850.00
			Total Price for above Items:		**$4,850.00**

Total Bid Price: $4,850.00

Notes:

- Additional contract days may be required due to extended time to get initial lighting package approval which is now replaced with owner requested lighting manufacturer
- All inclusions and exclusions remain per contract

Payment Terms:

Net payment is expected within 30 days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rural Electric, Inc.

Authorized Signature: _____

Estimator: Kief Hough
480-986-1488 kiefh@ruralelectric.com

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	$0.00	0.00%
Equipment Owned:	$0.00	0.00%
Equipment Rented:	$0.00	0.00%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$4,200.00	100.00%
Subcontracted:	$0.00	0.00%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$0.00	0.00%
Miscellaneous:	$0.00	0.00%
Plug:	$0.00	0.00%
Direct Cost:	$4,200.00	

Indirect Cost Totals

	Amount	Percent of Indirect Cost
Labor:	$0.00	0.00%
Equipment Owned:	$0.00	0.00%
Equipment Rented:	$0.00	0.00%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$0.00	0.00%
Subcontracted:	$0.00	0.00%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$0.00	0.00%
Miscellaneous:	$23.46	100.00%
Plug:	$0.00	0.00%
Indirect Cost:	$23.46	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	$4,200.00	86.60%
Total DC Adds/Cuts:	$0.00	0.00%
Total Indirect Cost:	$23.46	0.48%
Total Bond:	$69.23	1.43%
Total Overall Cost:	$4,292.69	88.51%
Total Overhead:	$515.12	10.62%
Total Profit:	$42.18	0.87%
Total Margin:	$557.31	11.49%
Total Bid Price:	$4,850.00	

Exhibit C

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **009**
Date: 5/16/2024

Change Order Request Identification:
This COR is to reimburse for the cost of boring for utility to include directional bore and hand work to tie in point behind restaurant in Tlaquepaque Village.

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
Bobcat S450	16.00	$ 98.26	$ 1,572.16
			$ -
		EQUIPMENT SUBTOTAL	**$ 1,572.16**

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
Forman	16.00	$ 53.26	$ 852.16
Labor	32.00	$ 48.03	$ 1,536.96
			$ -
		LABOR SUBTOTAL	**$ 2,389.12**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
				$ -
				$ -
				$ -
			MATERIAL SUBTOTAL	**$ -**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Revised Boring Scope	1	EA	$70,360.00	$70,360.00
Traffic Control	1	EA	$2,500.00	$2,500.00
			SUBCONTRACTOR SUBTOTAL	**$ 72,860.00**

SUMMARY

EQUIPMENT SUBTOTAL	$ 1,572.16		
TOTAL EQUIPMENT		$	1,572.16
LABOR SUBTOTAL	$ 2,389.12		
50.00% LABOR BURDEN	$ 1,194.56		
15.00% MARK UP ON LABOR (<$50,000)	$ 537.55		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	4,121.23
MATERIAL SUBTOTAL	$ -		
15.00% MARK UP ON MATERIAL	$ -		
TOTAL MATERIALS		$	-
SUBCONTRACTOR SUBTOTAL	$ 72,860.00		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)			
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)	$ 3,643.00		
TOTAL SUBCONTRACTOR		$	76,503.00
	SUBTOTAL	$	82,196.39
0.0100 INSURANCE		$	821.96
0.0100 BOND		$	821.96
0.0633196 SALES TAX		$	5,308.74
	TOTAL CHANGE ORDER REQUEST	**$**	**89,149.06**

RURAL ELECTRIC
BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	J. Banicki Construction	**Contact:**	
Address:	4720 E Cotton Gin Loop, Suite 240	**Phone:**	(480) 320-4390
	Phoenix, AZ 85040	**Fax:**	
Project Name:	1012306 Revised Boring For Utility - Sedona SR179	**Bid Number:**	
Project Location:		**Bid Date:**	5/6/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
9xx	Revised Boring Scope For Utility To Include Directional Bore And Hand Work To Tie In Point Behind Restaurant	1.00	EACH	$70,360.00	$70,360.00
			Total Price for above Items:		**$70,360.00**

Total Bid Price: $70,360.00

Notes:

- AZ LICENSE #075367 & 074573
- Scope of Work Includes: Revised directional boring route
- Excludes:
  - Taxes, permits, fees or allowances
  - Utility company permits, fees or allowances
  - Temporary power or lighting
  - RW/TW Closures, Lighted X's, Traffic control, barricades, flaggers or off-duty officers
  - Traffic control, barricades, flaggers or off-duty officers
  - The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others
  - Sawcutting, removal or patching of asphalt or concrete
  - Finished grading
  - Engineering, design, surveying, and staking for line and / or grade are excluded. Elevations must be provided where required
  - Spoils from trench or excavation work will be placed trench side to be removed or spread by others. All concrete and asphalt removal and disposal by others
  - Dumpsters or Haul-off
- All other inclusions and exclusions remain per existing contract.
- Hard dig is excluded. If conditions exist that prevent directional boring only a mobilization fee of $8,500 will be required.
- Rural Electric is not responsible for unmarked landscaping facilities.
- Prime contractor is to furnish a source for construction water at no cost to the subcontractor.
- This proposal is made with the understanding that we will enter into a mutually acceptable subcontract agreement. We will not accept any terms or conditions that are less favorable to Rural than those imposed in the Prime contract by the Owner. The conditions of this proposal must be attached or incorporated into our subcontract agreements.
- Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment. These prices are subject to adjustment for changes in the base price of commodity items such as: Copper, Steel, Lead, Aluminum, or Resins), which may occur between the date of quotation and the date(s) shipments are made.
- Our Quote is valid for 14 days
- Rural shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, epidemics, extreme weather events, fire, delays by others, or any acts, conduct, or omission from unrelated third-parties outside of our direct control
- Liquidated damages (if applicable) shall be limited to the proportion of our subcontract to the General Contract.
- Retention shall be reduced by 50% upon substantial completion and released once beneficial occupancy or final acceptance has been received.
- If a subcontract payment bond is requested of Rural, then providing monthly lien releases shall not be a condition precedent for payment and all payment will be made to Rural as single party checks.

Payment Terms:

Net payment is expected within 30 days.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Rural Electric, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Kief Hough 480-986-1488 kiefh@ruralelectric.com

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	$7,062.39	13.00%
Equipment Owned:	$1,430.00	2.63%
Equipment Rented:	$0.00	0.00%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$0.00	0.00%
Subcontracted:	$45,830.00	84.37%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$0.00	0.00%
Miscellaneous:	$0.00	0.00%
Plug:	$0.00	0.00%
Direct Cost:	$54,322.39	

Indirect Cost Totals

	Amount	Percent of Indirect Cost
Labor:	$1,974.35	34.43%
Equipment Owned:	$143.00	2.49%
Equipment Rented:	$0.00	0.00%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$423.74	7.39%
Subcontracted:	$0.00	0.00%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$0.00	0.00%
Miscellaneous:	$3,193.36	55.69%
Plug:	$0.00	0.00%
Indirect Cost:	$5,734.45	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	$54,322.39	77.21%
Total DC Adds/Cuts:	$0.00	0.00%
Total Indirect Cost:	$5,734.45	8.15%
Total Bond:	$1,125.76	1.60%
Total Overall Cost:	$61,182.60	86.96%
Total Overhead:	$9,177.39	13.04%
Total Profit:	$0.01	0.00%
Total Margin:	$9,177.40	13.04%
Total Bid Price:	$70,360.00	

EquipmentWatch

www.equipmentwatch.com

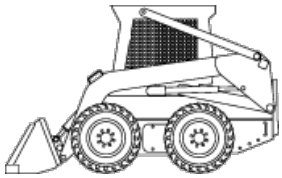
All prices shown in US dollars ($)

Adjustments for 20.015 in All Saved Models

May 16, 2024

Bobcat S450
Skid Steer Loaders

Size Class:
1,251 - 1,350 lbs
Weight:
N/A



Configuration for S450

Horsepower	**49.0 hp**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $10,115.00	USD $2,835.00	USD $710.00	USD $105.00	USD $32.63	USD $90.10
Adjustments						
Region (99.3%)	(USD $70.81)	(USD $19.84)	(USD $4.97)	(USD $0.74)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (114.99999999999999%)	USD $1,506.63	USD $422.27	USD $105.75	USD $15.64		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,550.82**	**USD $3,237.43**	**USD $810.78**	**USD $119.90**	**USD $32.63**	**USD $98.26**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $32.81
Idling Rate	USD $72.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $1,820.70/mo
Overhaul (ownership)	61%	USD $6,170.15/mo
CFC (ownership)	10%	USD $1,011.50/mo
Indirect (ownership)	11%	USD $1,112.65/mo
Fuel (operating) @ USD 4.03	22.49%	USD $7.34/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TIM MCINNIS (tmcinnis@banicki.com)

www.equipmentwatch.com

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Banicki Construction
A STERLING COMPANY

Exhibit D

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **009**
Date: 6/25/2024

Change Order Request Identification:
At bid time, all walls & barriers were called out to be standard gray concrete w/ paint & stain applications. This COR is to reimburse for the cost of 110% Yosemite Brown

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
			$ -
			$ -
			$ -
		EQUIPMENT SUBTOTAL	$ -

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
			$ -
			$ -
			$ -
		LABOR SUBTOTAL	$ -

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
110 Yosemite Brown	360.00	CY	$ 75.50	$ 27,180.00
				$ -
				$ -
			MATERIAL SUBTOTAL	$ 27,180.00

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
			SUBCONTRACTOR SUBTOTAL	$ -

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT			$ -
LABOR SUBTOTAL	$ -		
50.00% LABOR BURDEN	$ -		
15.00% MARK UP ON LABOR (<$50,000)	$ -		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR			$ -
MATERIAL SUBTOTAL	$ 27,180.00		
15.00% MARK UP ON MATERIAL	$ 4,077.00		
TOTAL MATERIALS			$ 31,257.00
SUBCONTRACTOR SUBTOTAL	$ -		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ -		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR			$ -
		SUBTOTAL	$ 31,257.00
0.0100 INSURANCE			$ 312.57
0.0100 BOND			$ 312.57
0.0633196 SALES TAX			$ 2,018.76
		TOTAL CHANGE ORDER REQUEST	**$ 33,900.90**

Martin Marietta

280 N Cement Plant Rd,
Clarkdale, AZ 86324
(928) 445-7305

QUOTE NUMBER: 150812
SALES REP: Hughes, Deborah
(928) 300-7967
Deborah.Hughes@martinmarietta.com

PROJECT NAME	JOB / P. O. NUMBER	QUOTE DATE
SR 179 PEDESTRIAN CROSSING	80024 /	11/10/2023 1:14:46 PM
PROJECT LOCATION		**BID DATE**
STATE ROUTE 179 SEDONA, AZ 86336		
		PROJECT START DATE
CUSTOMER BANICKI J CONST INC		November 13, 2023
CONTACT		**QUOTE EXPIRATION DATE**
		December 31, 2023
		See Price Escalators
STREET ADDRESS 4720 E COTTON GIN LOOP STE 240		
CITY, STATE, ZIP PHOENIX, AZ 85040		
CUSTOMER NO. 992644		

PRODUCT CODE	MATERIAL DESCRIPTION	UOM	USAGE	QTY	PRICE
2303129	3000 PSI 1" MAG A MR	CY		130	$158.50
240311C	4000 PSI W/ASH MR	CY		360	$164.50
8005900	1/2 SACK CLSM	CY		36	$136.50
9326	DAV YOSEMITE BROWN in 4000 PSI	DS		1	$65.50
9331	DAV BRICK RED in 3000 PSI	DS		1	$113.00
9286	DAV LIGHT GRAY	DS		1	$70.50

ADDITIONAL COMMENTS *PRICES DO NOT INCLUDE TAX*

TO ADD 10% MORE COLOR TO YOSEMITE BROWN THE COST IS $75.50 CY, MUST BE APPROVED BY EUCLID

ESCALATION NOTES:
CUBIC YARD PRICE INCREASE: 1/1/2024 $10.00
CUBIC YARD PRICE INCREASE: 7/1/2024 $10.00

Add:

$25.00	Per Load Transportation Surcharge - Add to Above Pricing
$2.00	Per Cubic Yard Environmental Fee - Add to Above Pricing
$2.00	Per Cubic Yard Winter Service Fee (Nov 1 through Mar 31)
$1.50	Per Cubic Yard Summer Service Fee (Jun 1 through Sep 30)

Add Miscellaneous Extra Charges:

$8.00	Per Cubic Yard per each 1% Non Chloride Accelerator (available in 0.25% increments)
$4.00	Per Cubic Yard per Each 30 Minute Increment of Hydration Stabilizer (Retarder)
$7.50	Per Cubic Yard Mono/Micro Fiber (1LB per Cubic Yard)
$5.00	Per Pound of Color per Sack of Cement per Cubic Yard
$50.00	Color Washout Fee per Load
$250.00	Per Load Short Load Delivery Fee (Orders of 6 CYs or Less)
$2.08	Per Minute of Wait Time per Load After 45 Minutes (on job standby)
$0.75	Per Pound Ice
$8.00	Per Cubic Yard Cancellation Fee within 24 Hours of Scheduled Start Time ($200 minimum fee)
$125.00	Per Load Multi-Stop Delivery Fee (per stop)

Above pricing is valid for 30 days from quote date, written quote acceptance is required to hold pricing beyond 30 days.
Prices are FOB job site unless noted otherwise and do not include taxes. Sales Tax owed unless exempt documentation is received before the first pour.
See item 7. TERMS: NET 30 DAYS. If not paid when due, Applicant agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Seller's reasonable costs of collection, including reasonable attorneys' fees.

Signature:_____ Quote Date: 11/10/2023 Accepted by: _____

Please Note

All concrete as bid is per 90 minute max delivery and 95 degree max concrete temperature unless noted otherwise. All Concrete as Bid contains Type F Ash and normal weight aggregate unless specifically noted. All concrete pricing above is valid from Monday thru Friday during normal business hours unless noted otherwise. Aggregates are a naturally occurring material which can contain particles that degrade or stain concrete. It is not possible to completely remove all such particles; however, the occurrence is infrequent, and the bulk aggregate meets the Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregate for Concrete as outlined in ASTM C 33. Martin Marietta does not warranty against these infrequent occurrences.

Minimum amount of standard concrete for deliveries is 6.50 cubic yards.

Martin Marietta

TERMS AND CONDITIONS

1. Seller's quotation and offer contained herein shall be deemed withdrawn and of no further effect unless accepted by Purchaser by signing and returning a copy hereof to Seller within thirty (30) days after the date hereof. Acceptance of any order from Purchaser ("Order") is expressly made conditional on assent to these Terms and Conditions, either by written acknowledgment or by Purchaser's acceptance of the products sold hereunder. These Terms and Conditions also serve as Seller's objection to and rejection of any terms and conditions included in Purchaser's forms that are different from or additional to these Terms and Conditions.

2. Seller's obligation to deliver concrete at prices quoted is limited to deliveries on the project specified within six (6) months after date of quotation, unless otherwise specified on the front side thereof. Seller may refuse to commence or continue deliveries at prices quoted on projects not started within a reasonable time or on projects not continuously prosecuted after the commencement of deliveries.

3. All concrete ordered by Purchaser and delivered to the job, whether used or not, will be billed to Purchaser. Prices and quantities are based upon the wet volume at the time of discharge from delivery trucks. Receipt and delivery tickets shall be binding unless immediately disputed. The Purchaser is required to provide an area suitable for wash down of the truck to meet applicable local, state, and national environmental requirements.

4. Unless otherwise specified, prices quoted are based on delivery by trucks to jobsite during normal working hours, Monday through Friday. An additional charge may be made for deliveries after normal working hours. Purchaser is responsible for giving Seller reasonable and adequate notice for scheduling and delivering concrete. Seller will not be expected to hold trucks and equipment available for deliveries to Purchaser, and will not, without reimbursement, hold plants open and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays in delivery due to inadequate notice by Purchaser or due to underestimation of quantities for a pour.

5. Deliveries by trucks are dependent upon accessibility to point of delivery. Roadways shall be deemed inaccessible if trucks cannot proceed with the full load (unless part loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser ordered delivery beyond curb line, Seller shall not be liable for damage to sidewalks, driveways, or other property, and Purchaser shall indemnify and hold Seller harmless against any and all liability, loss and expense, incurred as a result of such damages. All deliveries shall be made subject to applicable regulations governing the standard operating procedure of common carriers.

6. Prices quoted are based on prompt unloading of trucks. Seller reserves the right to make a standby charge as listed on the front page hereof. In case of repeated delays in unloading, Seller reserves the right to discontinue deliveries until conditions causing delay are corrected.

7. Any sales, processing or similar tax imposed by any governmental authority which is now or hereafter becomes applicable to deliveries by Seller shall be paid by Purchaser unless otherwise provided by law in addition to the prices specified herein. Concrete pricing as quoted excludes sales tax. The applicable sales tax rate will be charged to Purchaser. If the project is tax exempt, the tax-exempt certificate must be received by Seller prior to the first shipment to the project. If not received, purchaser is responsible for the sales tax payment.

8. Seller warrants that all cementitious materials, aggregates and admixtures used by it in furnishing concrete pursuant to this quotation shall conform to current ASTM specifications for cementitious materials, aggregates and admixtures of the type specified and that all ready-mixed concrete delivered to Purchaser shall conform to applicable requirements of current ASTM Standard C 94. Where quantity of cementitious materials is specified, Seller warrants that the concrete delivered will contain the specified quantity of cementitious materials of the type specified within industry accepted tolerances for ready-mixed concrete. Where strength of concrete is specified and concrete is delivered by Seller, Seller warrants that the concrete furnished will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI 318 Building Code. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at time of delivery is equal to or greater than that specified. Where strength of concrete is designed in excess of 4500 psi or a "High Early" concrete is required, the minimum batch size shall be 4.0 cubic yards, for which Purchaser is required to pay. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OF FUTURE PERFORMANCE OR OF ANY OTHER KIND. Seller's obligation under this warranty shall be limited to replacement or allowance of credit for nonconforming materials as provided herein.

9. Seller shall have no liability whatsoever to Purchaser or to any other person for delays in deliveries of orders accepted hereunder resulting from fire, casualties, calamities, strikes or other labor disputes, mechanical failures, war, insurrection, interruption or shortage of utility service or materials, acts or regulations of any governmental body or agency, or resulting from conditions or events beyond the reasonable control of Seller. Should Seller experience any delays or shortages of transportation or materials, Seller shall be permitted to allocate deliveries among its customers, but Seller shall use commercially reasonable efforts to meet any delivery schedule to which it has agreed hereunder.

10. Seller shall not be liable for loss or damage of any nature after delivery. Seller's only liability and obligation with respect to nonconforming (including defective) concrete shall be to replace such nonconforming concrete at point of delivery, or at Seller's option, to allow credit for such nonconforming concrete, provided that Purchaser shall be deemed to have waived all rights or claims hereunder with respect to nonconforming concrete not reported to Seller within one (1) year after the time of delivery thereof to Purchaser. Seller shall have no liability for loss or damage in excess of the price received for nonconforming or defective concrete delivered to Purchaser or for losses or damages of any nature (INCLUDING WITHOUT LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES) incurred or suffered by Purchaser or any other person or entity in repairing or replacing defective concrete or occasioned by defective concrete, and Seller shall have no other responsibility, obligation or liability whatsoever with respect to any concrete delivered hereunder whether predicated or alleged breach of contract or negligence or otherwise.

11. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Seller, and if not so made, the agreement that is contemplated herein may be terminated by Seller immediately. Terms of payment are net 30 days following date of invoice. If Purchaser fails to make timely payments or if, in Seller's opinion, the financial condition of Purchaser or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of assurances or credit support satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. Any past due account shall bear interest at the rate of 18% per annum. In the event the collection of any unpaid balance is placed in the hands of Seller's attorney, Purchaser shall pay a reasonable attorney's fee.

12. This quotation is made subject to all applicable governmental orders, rules and regulations and with respect to construction or the use of building materials. The parties agree that the laws of Arizona shall govern this Agreement and any disputes shall be heard in the courts of Maricopa County, Arizona. It is understood that there are no verbal agreements or understandings which are not incorporated herein.

NON-COMPLIANCE

Martin Marietta will not be responsible for failing concrete results derived from tests not adhering to the latest version of the pertinent ACI, ASTM or AASHTO code, standard or specification. This includes, but is not limited to, sampling, casting and initial curing of concrete cylinders, concrete cylinder transportation and final curing as well as reporting that does not meet the prescribed requirements. In the event that non-compliant test results are reported to customer it shall notify Martin Marietta within three days of such occurrence to allow time for investigation and response. In order for non-compliant results to be considered by Martin Marietta, documentation of the following items meeting the related code, standard or specification must be provided: (i) Evidence the concrete has been sampled and tested by a technician holding a current ACI Field 1 Certification; (ii) Evidence that the concrete was sampled at the point of discharge of the concrete truck as stated in ASTM C172 & ACI 318-19; (iii) Evidence that the concrete was tested in accordance with ASTM C39 and C231; and (iv) Evidence that the concrete strength specimens were made, cured and transported in accordance with ASTM C31. In the event of a non-compliant test result where it is determined that the above referenced procedures were not followed and the in-place concrete is found to be in compliance with agreed upon standards, all costs related to the investigation, including but not limited to, independent third-party testing, Martin Marietta management consultation fees, and all legal fees will be the responsibility of the customer.

Job Information Sheet

Please return completed job information sheet along with signed quote
** Martin Marietta will not supply concrete to this project without completed form **

To; SR 179 PEDESTRIAN CROSSING
Attention:
Customer #: 992644
Phone:
E-Mail:

Date: 11/10/2023 1:14:46 PM
Project: SR 179 PEDESTRIAN CROSSING
Project Address: STATE ROUTE 179
SEDONA, AZ 86336

Please Complete All Sections Listed Below

Job Number/PO#: 80024

Project Type (Please Select): Private { } Public { } State/Local { } Federal { } Residential { } Bond Job { }

Start Date:

Estimated Project Valuation ($):

Owner Name:

Owner Address:

Lender Co:

Lender Co Address:

Loan #

Bonding Co:

Bonding Co Address:

Bond #

General/Direct Contractor:

General/Direct Contractor Address:

General/Direct Contractor Phone:

Is this project located on tribal community land (Please Select)? Yes { } No { }

If so, please provide which community:

I hereby certify that the information provided in this form is complete, true and correct to the best of my knowledge.

By:

Title:

Date:

Martin Marietta

By:

Date:

Experation Date: December 31, 2023

Banicki Construction
A STERLING COMPANY

Exhibit E

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **012**
Date: 6/25/2024

Change Order Request Identification:

This COR is to reimburse the additional cost of 20 lf retained curb w/ handrail, unit price per bid item 310 Retained Curb & 500 Handrail (wall attachment)

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	**$ -**

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
		LABOR SUBTOTAL	**$ -**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
				0.00
				0.00
			MATERIAL SUBTOTAL	**$ -**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Retaining Curb	20	LF	$820.00	$16,400.00
Handrail	20	LF	$145.00	$2,900.00
			SUBCONTRACTOR SUBTOTAL	**$ 19,300.00**

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT		$	-
LABOR SUBTOTAL	$ -		
50.00% LABOR BURDEN	$ -		
15.00% MARK UP ON LABOR (<$50,000)	$ -		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	-
MATERIAL SUBTOTAL	$ -		
15.00% MARK UP ON MATERIAL	$ -		
TOTAL MATERIALS		$	-
SUBCONTRACTOR SUBTOTAL	$ -		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ -		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR		$	-
	SUBTOTAL	$	-
0.0100 INSURANCE		$	-
0.0100 BOND		$	-
0.0633196 SALES TAX		$	-
	TOTAL CHANGE ORDER REQUEST	**$**	**19,300.00**

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

Banicki Construction
A STERLING COMPANY

Exhibit F

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **013**
Date: 6/25/2024

Change Order Request Identification:
This COR is to reimburse the additional cost of 15 lf concrete barrier w/ handrail, unit price per bid item 470 Concrete Barrier with Handrail

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	**$ -**

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
		LABOR SUBTOTAL	**$ -**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
				0.00
				0.00
			MATERIAL SUBTOTAL	**$ -**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Concrete Barrier with Handrail	15	LF	$955.00	$14,325.00
				$0.00
			SUBCONTRACTOR SUBTOTAL	**$ 14,325.00**

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT		$	-
LABOR SUBTOTAL	$ -		
50.00% LABOR BURDEN	$ -		
15.00% MARK UP ON LABOR (<$50,000)	$ -		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	-
MATERIAL SUBTOTAL	$ -		
15.00% MARK UP ON MATERIAL	$ -		
TOTAL MATERIALS		$	-
SUBCONTRACTOR SUBTOTAL	$ -		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ -		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR		$	-
	SUBTOTAL	$	-
0.0100 INSURANCE		$	-
0.0100 BOND		$	-
0.0633196 SALES TAX		$	-
	TOTAL CHANGE ORDER REQUEST	**$**	**14,325.00**

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

Banicki Construction
A STERLING COMPANY

Exhibit G

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **014**
Date: 7/15/2024

Change Order Request Identification:
This COR is to reimburse the additional cost to green saw & Seal the sidewalk.

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	**$ -**

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
Foreman	30	$ 48.13	$ 1,443.82
Operator	30	$ 39.03	$ 1,170.92
Labor	30	$ 31.67	$ 949.98
		LABOR SUBTOTAL	**$ 3,564.72**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
HUSQVARNA VARI_CUT S65 20 0.5 1DP	1	EA	$ 353.56	$ 353.56
Sikaflex	10	EA	$ 60.00	$ 600.00
				0.00
			MATERIAL SUBTOTAL	**$ 953.56**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
				$0.00
				$0.00
			SUBCONTRACTOR SUBTOTAL	**$ -**

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT		$	-
LABOR SUBTOTAL	$ 3,564.72		
50.00% LABOR BURDEN	$ 1,782.36		
15.00% MARK UP ON LABOR (<$50,000)	$ 802.06		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	6,149.14
MATERIAL SUBTOTAL	$ 953.56		
15.00% MARK UP ON MATERIAL	$ 143.03		
TOTAL MATERIALS		$	1,096.59
SUBCONTRACTOR SUBTOTAL	$ -		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ -		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR		$	-
	SUBTOTAL	$	7,245.73
0.0100 INSURANCE		$	72.46
0.0100 BOND		$	72.46
0.0633196 SALES TAX		$	467.97
	TOTAL CHANGE ORDER REQUEST	**$**	**7,858.62**

Banicki Construction
A STERLING COMPANY

Exhibit H

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **015**
Date: 7/15/2024

Change Order Request Identification:
This COR is to reimburse the two (2) extra man gate on railing

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	$ -

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
			$ -
			$ -
			$ -
		LABOR SUBTOTAL	$ -

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
				$ -
				$ -
				0.00
			MATERIAL SUBTOTAL	$ -

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Hot AZ Hell	2	EA	$1,185.00	$2,370.00
				$0.00
			SUBCONTRACTOR SUBTOTAL	$ 2,370.00

SUMMARY

EQUIPMENT SUBTOTAL	$ -			
TOTAL EQUIPMENT			$	-
LABOR SUBTOTAL	$ -			
50.00% LABOR BURDEN	$ -			
15.00% MARK UP ON LABOR (<$50,000)	$ -			
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -			
10.00% MARK UP ON LABOR (> $100,000)	$ -			
TOTAL LABOR			$	-
MATERIAL SUBTOTAL	$ -			
15.00% MARK UP ON MATERIAL	$ -			
TOTAL MATERIALS			$	-
SUBCONTRACTOR SUBTOTAL	$ 2,370.00			
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ 300.00			
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)				
TOTAL SUBCONTRACTOR			$	2,670.00
		SUBTOTAL	$	2,670.00
0.0100 INSURANCE			$	26.70
0.0100 BOND			$	26.70
0.0633196 SALES TAX			$	172.44
		TOTAL CHANGE ORDER REQUEST	$	2,895.84

Banicki Construction
A STERLING COMPANY

Exhibit I

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **016**
Date: 7/15/2024

Change Order Request Identification:
This COR is to reimburse for the cost of furnish & install 50 lf of sleeve for future cameras

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	$ -

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
Foreman	5	$ 48.13	$ 240.64
Operator	5	$ 39.03	$ 195.15
Labor	5	$ 31.67	$ 158.33
			$ -
		LABOR SUBTOTAL	**$ 594.12**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1 1/2" Schedule 40 PVC	50	LF	$ 25.83	$ 1,291.40
				$ -
				0.00
			MATERIAL SUBTOTAL	**$ 1,291.40**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
				$0.00
				$0.00
			SUBCONTRACTOR SUBTOTAL	$ -

SUMMARY

EQUIPMENT SUBTOTAL	$ -		
TOTAL EQUIPMENT		$	-
LABOR SUBTOTAL	$ 594.12		
50.00% LABOR BURDEN	$ 297.06		
15.00% MARK UP ON LABOR (<$50,000)	$ 133.68		
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00% MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR		$	1,024.86
MATERIAL SUBTOTAL	$ 1,291.40		
15.00% MARK UP ON MATERIAL	$ 193.71		
TOTAL MATERIALS		$	1,485.11
SUBCONTRACTOR SUBTOTAL	$ -		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ 300.00		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR		$	300.00
	SUBTOTAL	$	2,809.97
0.0100 INSURANCE		$	28.10
0.0100 BOND		$	28.10
0.0633196 SALES TAX		$	181.48
	TOTAL CHANGE ORDER REQUEST	**$**	**3,047.65**

Banicki Construction
A STERLING COMPANY

Exhibit J

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **017**
Date: 7/15/2024

Change Order Request Identification:
This COR is to reimburse for the cost of furnish & install the steel stand to support ADOT water sample box

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
		EQUIPMENT SUBTOTAL	$ -

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
			$ -
			$ -
			$ -
		LABOR SUBTOTAL	$ -

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
				$ -
				$ -
				0.00
			MATERIAL SUBTOTAL	$ -

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
Hot AZ Hell	1	EA	$2,865.00	$2,865.00
				$0.00
			SUBCONTRACTOR SUBTOTAL	$ 2,865.00

SUMMARY

EQUIPMENT SUBTOTAL	$ -			
TOTAL EQUIPMENT			$	-
LABOR SUBTOTAL	$ -			
50.00% LABOR BURDEN	$ -			
15.00% MARK UP ON LABOR (<$50,000)	$ -			
12.00% MARK UP ON LABOR ($50,000 TO $100,000)	$ -			
10.00% MARK UP ON LABOR (> $100,000)	$ -			
TOTAL LABOR			$	-
MATERIAL SUBTOTAL	$ -			
15.00% MARK UP ON MATERIAL	$ -			
TOTAL MATERIALS			$	-
SUBCONTRACTOR SUBTOTAL	$	2,865.00		
10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$	300.00		
5.00% MARK UP ON SUBCONTRACTOR - (>$10,000)				
TOTAL SUBCONTRACTOR			$	3,165.00
		SUBTOTAL	$	3,165.00
0.0100 INSURANCE			$	31.65
0.0100 BOND			$	31.65
0.0633196 SALES TAX			$	204.41
		TOTAL CHANGE ORDER REQUEST	$	3,432.71

Exhibit K

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

CHANGE ORDER REQUEST SUMMARY WORKSHEET

Project: SR179 Pedestrian Crossing at Oak Creek
Project No. SIM - 4C PCOC
COR#: **018 REV**
Date: 7/17/2024

Change Order Request Identification:
This COR is to reimburse for the cost of remove & replace the sidewalk by the New Age Center

1. EQUIPMENT

DESCRIPTION	HOURS	RATE	TOTAL
12K Tele handler Foklift	24	157.47	$ 3,779.28
Gannon Tractor	24	$ 76.22	$ 1,829.28
Mini Ex	24	$ 24.70	$ 592.80
Water Buffalo	24	$ 4.90	$ 117.60
Pick Up Trucks (2)	55.5	$ 34.33	$ 1,905.32
		EQUIPMENT SUBTOTAL	**$ 8,224.28**

2. LABOR

DESCRIPTION	HOURS	RATE	TOTAL
Foreman	31.5	$ 48.13	$ 1,516.01
Operator	30	$ 39.03	$ 1,170.92
Labor	30	$ 31.67	$ 949.98
Superintendent	24	$ 62.28	$ 1,494.60
Carpenter	12	$ 47.16	$ 565.92
Carpenter Labor	10	$ 35.98	$ 359.77
		LABOR SUBTOTAL	**$ 6,057.20**

3. MATERIAL

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
3000 PSI Concrete	6.5	CY	$ 245.39	$ 1,595.05
				$ -
				0.00
			MATERIAL SUBTOTAL	**$ 1,595.05**

4. SUBCONTRACTOR:

SUBCONTRACTOR	QUANTITY	UNIT	PRICE	TOTAL
				$ -
				$ -
				$ -

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
480-921-8016 (phone)
480-921-9456 (fax)

		SUBCONTRACTOR SUBTOTAL	**$**	**-**
		SUMMARY		
EQUIPMENT SUBTOTAL		$ 8,224.28		
TOTAL EQUIPMENT			$	8,224.28
LABOR SUBTOTAL		$ 6,057.20		
50.00%	LABOR BURDEN	$ 3,028.60		
15.00%	MARK UP ON LABOR (<$50,000)	$ 1,362.87		
12.00%	MARK UP ON LABOR ($50,000 TO $100,000)	$ -		
10.00%	MARK UP ON LABOR (> $100,000)	$ -		
TOTAL LABOR			$	10,448.68
MATERIAL SUBTOTAL		$ 1,595.05		
15.00%	MARK UP ON MATERIAL	$ 239.26		
TOTAL MATERIALS			$	1,834.31
SUBCONTRACTOR SUBTOTAL		$ -		
10.00%	MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000)	$ -		
5.00%	MARK UP ON SUBCONTRACTOR - (>$10,000)			
TOTAL SUBCONTRACTOR			$	-
		SUBTOTAL	$	20,507.26
0.0100	INSURANCE		$	205.07
0.0100	BOND		$	205.07
0.0633196	SALES TAX		$	1,324.48
		TOTAL CHANGE ORDER REQUEST	**$**	**22,241.88**

EquipmentWatch

www.equipmentwatch.com

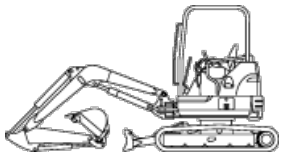
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 17, 2024

Caterpillar 303.5E CR (disc. 2020)
Crawler Mounted Compact Excavators

Size Class:
3.5 - 4.4 mt
Weight:
7734 lbs



Configuration for 303.5E CR (disc. 2020)

Horsepower	**31.6 hp**	Operating Weight	**3.87 mt**
Operator Protection	**FOPS/TOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,195.00	USD $615.00	USD $155.00	USD $23.00	USD $12.23	USD $24.70
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,195.00**	**USD $615.00**	**USD $155.00**	**USD $23.00**	**USD $12.23**	**USD $24.70**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.98
Idling Rate	USD $16.75

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	27%	USD $592.65/mo
Overhaul (ownership)	36%	USD $790.20/mo
CFC (ownership)	19%	USD $417.05/mo
Indirect (ownership)	18%	USD $395.10/mo
Fuel (operating) @ USD 3.66	35%	USD $4.28/hr

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TIM MCINNIS (tmcinnis@banicki.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

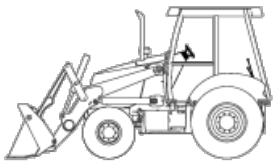
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 17, 2024

Deere 210L EP
Tractor-Loaders

Size Class:
70 - 79 hp
Weight:
N/A



Configuration for 210L EP

Horsepower	**70.0 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,165.00	USD $2,285.00	USD $570.00	USD $86.00	USD $29.83	USD $76.22
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,165.00**	**USD $2,285.00**	**USD $570.00**	**USD $86.00**	**USD $29.83**	**USD $76.22**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $22.27
Idling Rate	USD $55.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	21%	USD $1,714.65/mo
Overhaul (ownership)	52%	USD $4,245.80/mo
CFC (ownership)	14%	USD $1,143.10/mo
Indirect (ownership)	13%	USD $1,061.45/mo
Fuel (operating) @ USD 3.66	30.91%	USD $9.22/hr

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TIM MCINNIS (tmcinnis@banicki.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for 1.044 in All Saved Models

July 17, 2024

Ford F-250
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A

Configuration for F-250

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $680.00	USD $190.00	USD $48.00	USD $7.00	USD $29.92	USD $33.78
Adjustments						
Region (99.3%)	(USD $4.76)	(USD $1.33)	(USD $0.34)	(USD $0.05)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (114.999999999999%)	USD $101.29	USD $28.30	USD $7.15	USD $1.04		
Hourly Operating Cost (100%)					-	
Total:	**USD $776.53**	**USD $216.97**	**USD $54.81**	**USD $7.99**	**USD $29.92**	**USD $34.33**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.21
Idling Rate	USD $29.49

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	34%	USD $231.20/mo
Overhaul (ownership)	35%	USD $238.00/mo
CFC (ownership)	13%	USD $88.40/mo
Indirect (ownership)	18%	USD $122.40/mo
Fuel (operating) @ USD 3.43	83.82%	USD $25.08/hr

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TIM MCINNIS (tmcinnis@banicki.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

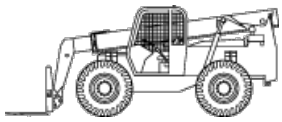
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 17, 2024

JLG 1255
Telescoping Boom Rough Terrain Lift Trucks

Size Class:
5.0 mt & Over
Weight:
N/A



Configuration for 1255

Horsepower	**130.0 hp**	Maximum Lift Height	**55.0 in**
Maximum Reach	**42.0 in**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $17,955.00	USD $5,030.00	USD $1,260.00	USD $190.00	USD $55.45	USD $157.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $17,955.00**	**USD $5,030.00**	**USD $1,260.00**	**USD $190.00**	**USD $55.45**	**USD $157.47**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $39.79
Idling Rate	USD $115.38

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	17%	USD $3,052.35/mo
Overhaul (ownership)	61%	USD $10,952.55/mo
CFC (ownership)	10%	USD $1,795.50/mo
Indirect (ownership)	12%	USD $2,154.60/mo
Fuel (operating) @ USD 3.66	24.09%	USD $13.36/hr

Revised Date: 3rd quarter 2024

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for 4.029 in All Saved Models

July 17, 2024

Magnum MWT-500
Water Trailers

Size Class:
To 4,500 gal
Weight:
N/A

Configuration for MWT-500

Pump Capacity	**137 gal/min**	Tank Capacity	**500 gal**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $405.00	USD $115.00	USD $29.00	USD $4.00	USD $2.27	USD $4.57
Adjustments						
Region (99.3%)	(USD $2.84)	(USD $0.81)	(USD $0.20)	(USD $0.03)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (114.999999999999%)	USD $60.32	USD $17.13	USD $4.32	USD $0.60		
Hourly Operating Cost (100%)					-	
Total:	**USD $462.49**	**USD $131.32**	**USD $33.12**	**USD $4.57**	**USD $2.27**	**USD $4.90**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.31
Idling Rate	USD $2.63

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	38%	USD $153.90/mo
Overhaul (ownership)	27%	USD $109.35/mo
CFC (ownership)	17%	USD $68.85/mo
Indirect (ownership)	18%	USD $72.90/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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Martin Marietta

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
602-685-3423

Order Number 988

SOLD TO:

BANICKI J CONST INC
4720 E COTTON GIN LOOP STE 240
PHOENIX AZ 85040

SHIP TO:
STATE ROUTE 179

RECEIVED
By Jade Van Dermolen at 8:12 am, Jul 15, 2024

PAYMENT TERMS: **NET 30 DAYS- A/R**

Ship Date	Project 150812	Customer PO	Cust. No.	Invoice Date	Invoice No.
07/10/2024	SR 179 PEDESTRIAN CROSSING		992644	07/11/2024	43036248

Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
13134	324-2404101	2303129-3000 PSI 1" MAG	6.50	CY	168.50	1,095.25
		WASHOUT CHARGE	1.00	EA	50.00	50.00
		HYDRATION STABILIZER	6.50	CY	6.00	39.00
		INC RED ROCK SEDONA	72.61	LB	5.00	363.05
		ENVIRONMENTAL SERVICE FEE	6.50	CY	2.00	13.00
		SUMMER CONCRETE CHARGE	6.50	CY	1.50	9.75
		TRANSPORTATION SURCHARGE	1.00	EA	25.00	25.00
		AZ 0.000%				0.00
		YAVAPAI 0.000%				0.00
		CITY TAX 0.000%				0.00
		DISTRICT TAX 0.000%				0.00
		Total Tax				0.00
		TOTAL	**6.50**			
			INVOICE TOTAL			**$1,595.05**

DETACH and Include this Return Portion with Payment

Martin Marietta

REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 677061
Dallas TX 75267-7061

CUSTOMER: 992644 BANICKI J CONST INC

INVOICE NUMBER: 43036248

PAYMENT DUE $1,595.05

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

CITY COUNCIL AGENDA BILL

AB 3089
August 13, 2024
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Public Hearing/possible action regarding a request for the Sedona City Council to take administrative action to extend or remove the schedule for development or take legislative action to cause the property to revert to its former zoning classifications. The property is currently zoned PD (Planned Development) - The Preserve at Oak Creek Condominiums and is located on both sides of N State Route 89A in the area generally surrounding the Owenby Way Roundabout. APN 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164. Case Number: PZ24-00008 (ZC) Applicant: Dutchman's Cove, LLC Owner: Axys Capital Total Return Fund, LLC.

Department	Community Development, Cari Meyer/City Attorney
Time to Present **Total Time for Item**	15 minutes
Other Council Meetings	April 22, 2008; February 14, 2006
Exhibits	1. Ordinance for Zoning Reversion with Zoning Map 2. Zoning Verification/Director's Interpretation, dated May 22, 2024 3. Applicant's Response to Zoning Verification, Director's Interpretation, dated June 19, 2024 4. 2018 LDC Conversion Chart

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Reviewed ABS 8/6/24

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

SUMMARY STATEMENT

Background

On December 6, 2005, the Planning and Zoning Commission approved a development review application, DEV2005-12, for the construction of a new 158-unit condominium project located along both sides of Highway 89A near the intersection of Art Barn Road and Highway 89A. On February 14, 2006, the City Council approved the zone change, subdivision request, and

Community Plan amendment for this project, case numbers ZC2005-7, SUB2005-19, and CPA2005-5 which became effective 30 days later on March 14, 2006.

The development review and zone change approval for the project was valid for a two-year period, with an expiration date of March 14, 2008, unless a building permit was issued for the project and construction commenced and diligently pursued, or a time extension was granted by the Planning and Zoning Commission and City Council.

Prior to this expiration date, on January 4, 2008, the applicant submitted a request to staff for a time extension of the development review and zone change approvals for the project due to economic circumstances beyond the applicant's control. The time extension request for the development review was approved by the Planning and Zoning Commission on March 4, 2008 and by City Council on April 22, 2008, extending the expiration of the project from March 14, 2008, to March 14, 2010.

Despite this extension, the project still did not move forward by the March 14, 2010 expiration date. No further action on the property was taken to either extend the approvals or revert the property to its prior zoning classification. Multiple proposed developments have been presented to Community Development staff in the intervening 14 years, but each proposed development was for rezoning the property and until June 19, 2024, the City had never received a request by the property owners to apply A.R.S. 9-462.01(E) to the property. Documents associated with this zoning case, including ordinances, resolutions, and the master plan approved as part of the project, can be reviewed at the following link:

https://www.sedonaaz.gov/i-want-to/find/documents/-folder-5760

Current Zoning of the Property

The property is currently zoned PD (Planned Development). This is a site-specific zoning, and the zoning approvals outline the allowable uses, building design and placement, parking requirements, public amenities, etc. Specifically, Ordinance 2006-04 and Resolution 2006-10 rezoned the property to consist of one hundred fifty-eight (158) single-ownership condominiums, publicly accessibly viewing areas of Oak Creek, a publicly accessibly botanical preserve, a public park, 12 affordable offsite housing units, etc., as described in the development agreement and master plan attached to Resolution 2006-10 (available at the link above). This is the last zoning action that was taken on the property, although the schedule of development was administratively extended by Council in 2008.

Options for the Property

As building entitlements have expired, pursuant to A.R.S. 9-462.01(E) and LDC Section 8.6.B(3)g.2, the City Council may extend the schedule for The Preserve at Oak Creek (grant an extension to the last approved PD), remove the schedule, or revert the zoning to Commercial, Multifamily, and Single-family designations consistent with current zoning regulations. A.R.S. 9-462.01(E) states:

E. The legislative body may approve a change of zone conditioned on a schedule for development of the specific use or uses for which rezoning is requested. If, at the expiration of this period, the property has not been improved for the use for which it was conditionally approved, the legislative body, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative

action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

The property owner (Axys Capital Total Return Fund, LLC) and the potential buyer of the property (Dutchman's Cove, LLC) have requested that City Council take legislative action to revert the property to its former zoning classification. All legislative acts are discretionary. Developers or courts cannot force a legislative body to legislate in the way they see fit. The zoning reversion would result in the majority of the property being zoned Commercial (CO), with small portions of it being zoned for single family residential (RS-35, east side of Oak Creek) and multifamily residential (RM-2, north end of property on west side of State Route 89A), allowing the property to develop under the current allowances for these districts. The property owner, as part of the 2005 rezoning request, also requested and received from Council an amendment to the Community Plan designating these parcels on the future land use map as multifamily in R2006-09. As the Community Plan designation for this property has changed over the years to ensure the approved PDs are in compliance with the Community Plan, the proposed reversionary zoning designations are not consistent with the Community Plan, but are an option as they are the last non-PD zoning districts for the property. If Council decides to revert the zoning, the property designations will be to the current zoning classifications. As of 2018 LDC update, the 1998 zoning categories to which these properties would revert is the category shown in the conversion table of the 2018 LDC update. The City does not have any other zoning category to revert to other than the converted categories as shown in the conversion chart. The 2018 LDC conversion chart is attached to this AB as Exhibit 4.

Alternatively, City Council may take administrative action to remove the schedule of development completely or grant an extension to schedule of development for the property as was done in 2008. This would allow the property to develop under the master plan approved in 2006, as described above and all of the conditions of approval for the PD. This option would be consistent with the Community Plan designations for the property and would not permit the units to be used as short-term rentals per the PD. While City Council could choose the length of time it would like to extend the approvals for, the last extension requested in 2008, was for 2 years. Staff suggests a minimum of two years would be necessary to complete development review and begin construction on the Project. Council may extend the schedule past two year or even remove the schedule.

The original development plan called for 32 condominium units to be constructed on the west side of State Route 89A, with access to the buildings being provided by an underground parking structure that accessed 89A from the south, and also required the construction of a roundabout at the north end of Uptown. Due to the construction of the Owenby Way roundabout and Owenby Way (Development Agreement with current property owner dated November 26, 2019), these components will likely no longer be a part of the project, as the City has already constructed the roundabout, and the road construction most likely prevents the construction of buildings in this area. This would result in a reduction of 32 condominium units in the PD, but the development will still require an additional driveway access to the Owenby Way roundabout due to the limitations of Art Barn Rd. All other requirements of the PD, including the publicly accessibly viewing areas of Oak Creek, a publicly accessibly botanical preserve, a public park,

12 affordable offsite housing units, etc., and the phasing plan, will remain as proposed by the owner and adopted by Council in 2006.

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

The Climate Action Plan is not applicable. If the property were to apply for a rezoning, it would be evaluated for consistency with all adopted plans of the City.

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

A Commission recommendation is not applicable. If the property were to apply for a rezoning, the Planning and Zoning Commission would provide a recommendation prior to action by City Council.

Alternative(s):

MOTION

Motion for Extension of Existing PD

I move to: I move to approve a time extension for construction of the Preserve at Oak Creek Condominiums, based on compliance with the requirements of A.R.S. § 9-462.01(E) and LDC § 8.6(B)(3)(g)(2), subject to the conditions of approval and development agreement associated with the original review and approval of the Preserve at Oak Creek Condominium project and a new development review, with a building permit to be issued and the project under construction and diligently pursued to completion by no later than August 13, 202__.

Motion for Reversion of Zoning

I move to: approve Ordinance No. 2024-___, case number PZ 24-00008 (ZC), reverting the zoning of the property identified herein from PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential), based on conformance with the 2018 LDC conversion chart and the requirements for reversionary rezoning of A.R.S. § 9-462.01(E) and LDC § 8.6(B)(3)(g)(2).

ORDINANCE NO. 2024-__
THE PRESERVE AT OAK CREEK CONDOMINIUMS ZONING REVERSION
PZ 24-00008 (ZC)

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, REZONING THAT PROPERTY DESCRIBED HEREIN FROM ITS PRESENT DESIGNATION OF PD (PLANNED DEVELOPMENT) TO CO (COMMERCIAL), RS-35 (SINGLE FAMILY RESIDENTIAL, AND RM-2 (MULTIFAMILY RESIDENTIAL) IN CONFORMANCE WITH A.R.S. 9-462.01(E); DIRECTING THE AMENDMENT OF THE ZONING MAP UPON COMPLETION OF ALL ZONING CONDITIONS SET FORTH HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Planning and Zoning Commission and City Council approved zoning reversion as one of the options for a failure to construct the development per the Planned Development timeline adopted in O2006-04/R2006-10.

WHEREAS, on April 22, 2008, City Council, pursuant to A.R.S. § 9-462.01(E) and LDC § 8.6(B)(3)(g)(2), previously granted a two-year extension for the commencement of construction of the PD.

WHEREAS, the owner failed to construct the PD and is now requesting a reversion of the zoning.

WHEREAS, pursuant to A.R.S. 9-462.01(E), reversionary rezoning is a legislative act to be taken at the discretion of the Sedona City Council.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Description and Reversionary Rezoning

The subject property consists of Coconino County Assessor's Parcels 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164, and is located in the vicinity of W State Route 89A, Art Barn Road, and Owenby Way between in Sedona, Arizona, a legal description, depiction, and zoning map of which is provided in "**Exhibit A**" attached hereto and incorporated by this reference. The owner/applicant desires to rezone the property from PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential).

The subject property that is currently zoned PD (Planned Development) is hereby rezoned to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential), based on conformance with the requirements for reversionary rezoning of A.R.S. § 9-462.01(E) and LDC § 8.6(B)(3)(g)(2) .

Section 2. Zoning Map

The zoning map of the City of Sedona is hereby amended to reflect this rezoning, and at least three (3) copies of the map shall be kept in the office of the City Clerk for public use and inspection.

Section 3. Repeal

All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Effective Date

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of August, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Exhibit A (Page 1 of 2): PZ24-00008 (ZC)
Preserve at Oak Creek Legal Description and Zoning Map

APNs: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164
Zone Change Reversion: PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential)

Legal Descriptions to be Provided by the Property Owner prior to executing the ordinance.

Exhibit A (Page 2 of 2): PZ24-00008 (ZC)
Preserve at Oak Creek Legal Description and Zoning Map

APNs: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164

Zone Change Reversion: PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential)

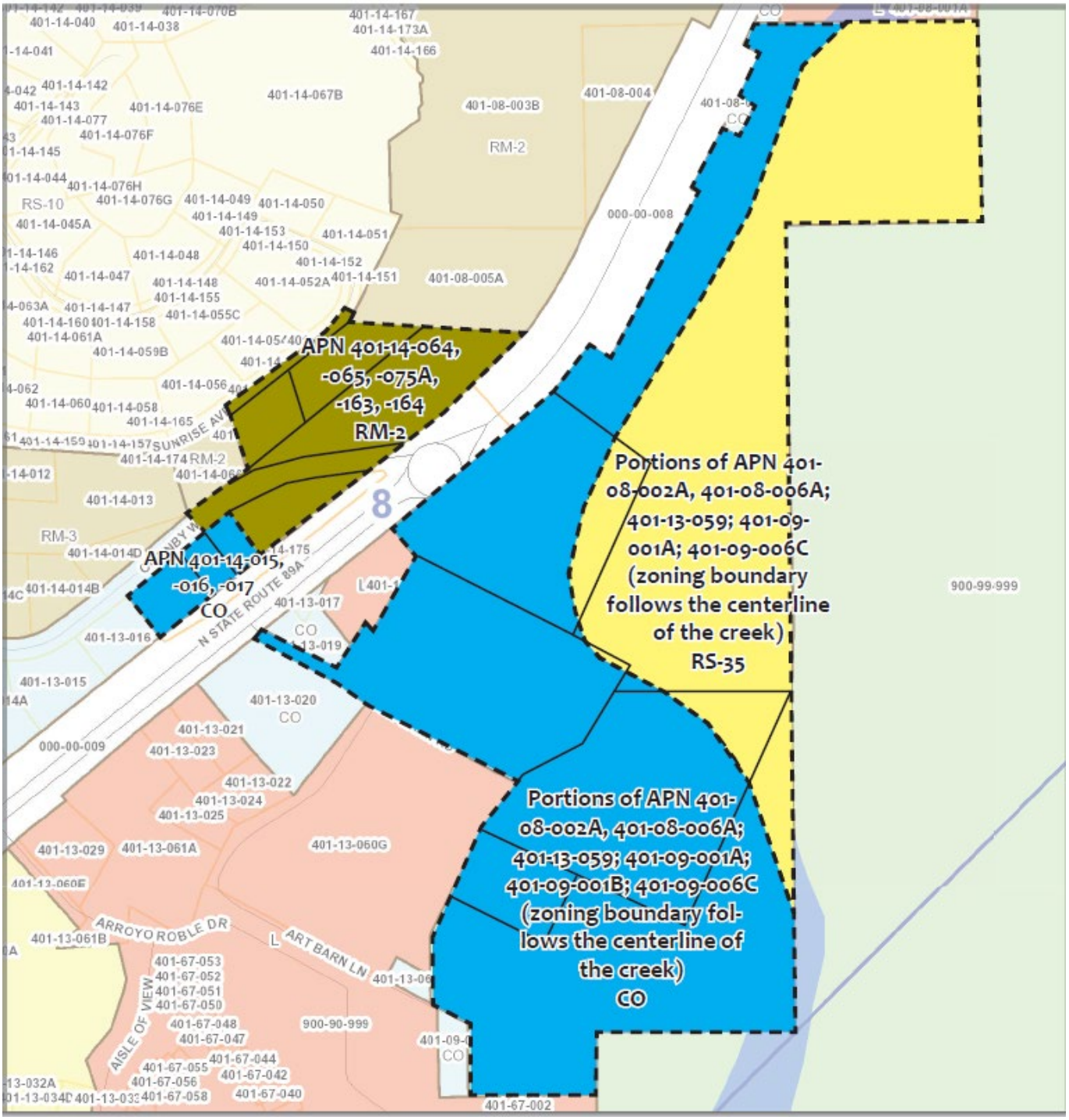


Exhibit A (Page 1 of 2): PZ24-00008 (ZC)

Preserve at Oak Creek Legal Description and Zoning Map

APNs: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164

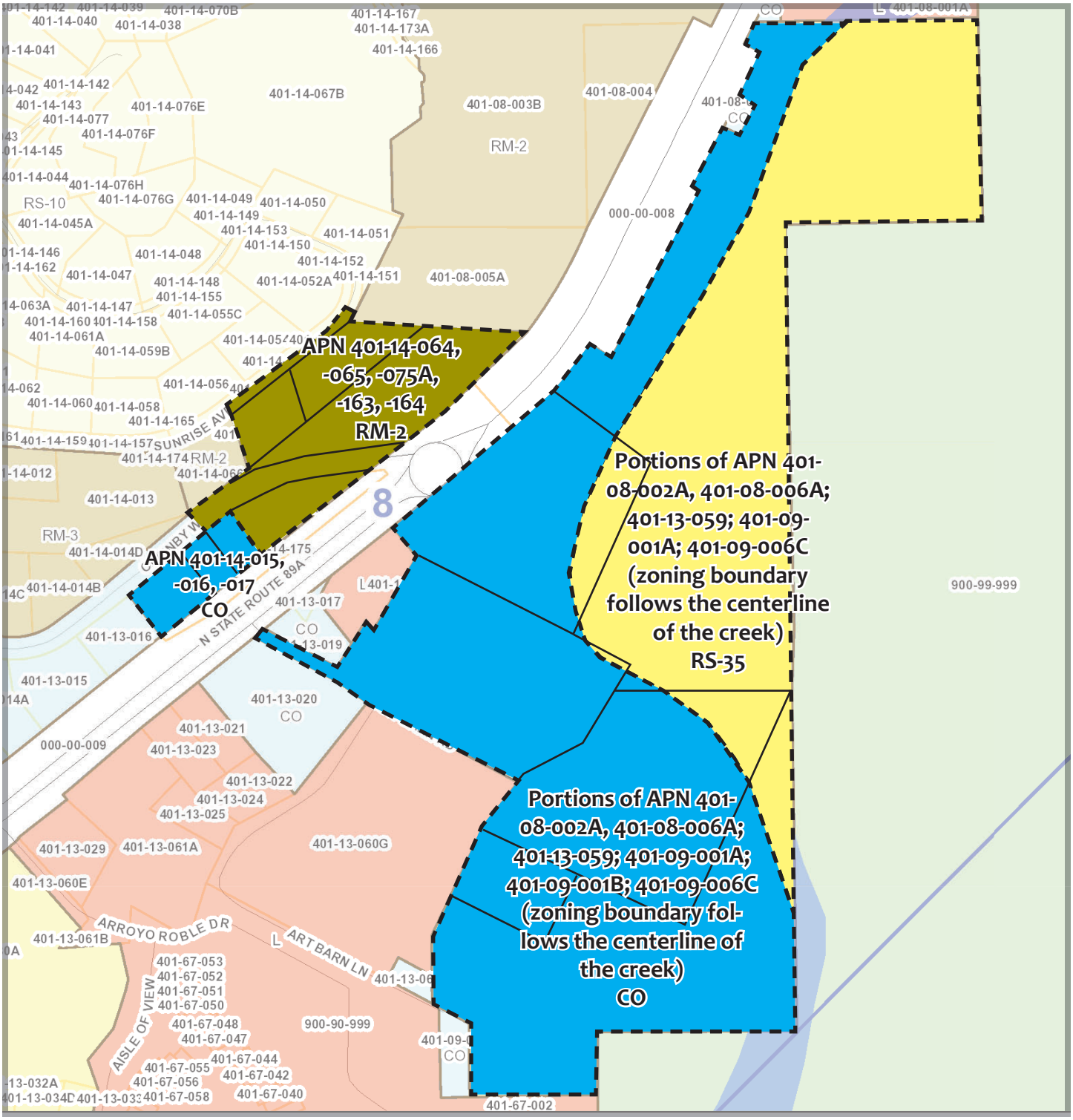
Zone Change Reversion: PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential)

Exhibit A (Page 2 of 2): PZ24-00008 (ZC)

Preserve at Oak Creek Legal Description and Zoning Map

APNs: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059; 401-14-015; 401-14-016; 401-14-017; 401-14-064; 401-14-065; 401-14-075A; 401-14-163; 401-14-164

Zone Change Reversion: PD (Planned Development) to CO (Commercial), RS-35 (Single Family Residential), and RM-2 (Multifamily Residential)



City Of Sedona Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

May 22, 2024

Dutchman's Cove LLC
c/o Stephen Polk
BPCWS Law Firm
125 N. Granite St.
Prescott AZ 86301

Re: Zoning Verification Letter
40 Art Barn Rd., 586 N SR 89A
APN 401-08-002A, 401-09-001A, 401-09-001B, 401-09-001C, 401-13-059, 401-08-006A
(not requested but a part of the PD zoning: 401-14-015, 401-14-016, 401-14-017, 401-14-064, 401-14-065, 401-14-075A, 401-14-175)

Dear Mr. Polk:

Thank you for your request for a Director's Interpretation for the above-mentioned parcels. However, a Director's Interpretation is only an interpretation of the Land Development Code, and, based upon the questions you have posed in your request letter dated May 1, 2024, a Zoning Verification is more appropriate.

The following is a summary of the entitlement history and current status of these properties.

Property History
Based on records from the City of Sedona and Coconino County, the following is the history for this parcel:

- The properties identified above are within the city limits of the City of Sedona, AZ.
- The parcels identified above are currently zoned Planned Development (PD).
- The building entitlements provided by the PD zoning through Ordinance 2006-04 and Resolution 2006-10 have expired.

1. A complete entitlement history of these properties is included as Attachment 1.
    a. Project files for the applications listed in the entitlement history are available for review in the Community Development Department Office.
    b. The entitlement history includes Planning and Zoning Commission and City Council hearing dates for the various applications. Agendas, packets, and minutes from these meetings are available online at www.sedonaaz.gov > Your Government > Employee Access > Laserfiche. If you have trouble accessing documents, please contact City Staff.
2. As outlined in the entitlement history, the properties have been the subject of three different PDs beginning in 1998. Ordinance 1998-15/Resolution 1998-38 was repealed by Ordinance 2005-

05/Resolution 2005-13. Likewise, Ordinance 2005-05/Resolution 2005-13 was repealed by Ordinance 2006-04/Resolution 2006-10.

3. These properties are currently zoned PD (Planned Development). This is a site-specific zoning and the zoning approvals outline the allowable uses, building design and placement, parking requirements, public amenities, etc. Specifically, Ordinance 2006-04 and Resolution 2006-10 rezoned the property to consist of one hundred fifty-eight (158) single-ownership condominiums, publicly accessible viewing areas of Oak Creek, a publicly accessible botanical preserve, a public park, 12 affordable offsite housing units, etc., as further described in the development agreement and master plan attached to Resolution 2006-10.

4. The Preserve at Oak Creek Condominiums PD zoning brought all the properties listed above (including the parcels not of your zoning verification request) under one unified development plan with an expiration date of March 14, 2008 unless building permits had been issued by that date. A time extension was granted by City Council on April 22, 2008, extending the deadline for granting building permits to March 14, 2010. As no building permits were granted by the expiration date, the entitlements for this property are currently expired.

5. As building entitlements have expired, pursuant to A.R.S. 9-462.01(E) and LDC § 8.6(B)(3)(g)(2), the Sedona City Council at a properly noticed public hearing may take:

    a. Administrative action to extend or remove the schedule for The Preserve at Oak Creek Condominiums development; or

    b. Legislative action to rezone the property, including a reversion to Commercial, Multi-Family and Single-Family zoning consistent with current zoning regulations.

6. A zoning application would be required for any future development inconsistent with the current PD zoning. In addition to a zoning application, other applications, such as development review, subdivision, or conditional use permit, may be required based on the proposal.

7. At a minimum, any future zoning application would be required to comply with the underlying Community Plan designations for the properties. If the proposed development does not comply with the Community Plan designation, a Community Plan amendment would be required. The current Community Plan designations for the above-mentioned properties are as follows:

    a. 401-08-002A: West of Oak Creek: Commercial/Lodging; East of Oak Creek: Open Space

    b. 401-09-001A, 401-09-001B, 401-09-001C, 401-13-059, 401-08-006A, 401-14-015, 401-14-016, 401-14-017, and 401-14-075A: Multifamily Medium Density.

    c. 401-14-175: Commercial/Lodging

    d. 401-14-064 and 401-14-065: Open Space

8. In addition to complying with the Community Plan land use designations, a zoning application would be expected to demonstrate that it is implementing other Community Plan goals and objectives. The Community Plan can be reviewed online at www.sedonaaz.gov/communityplan.

9. The property is within the Uptown Community Focus Area (CFA). CFAs were identified in the latest Sedona Community Plan as areas in need of additional planning. For more information on the CFA process, please contact Cynthia Lovely, Principal Planner, at (928) 203-5035 or clovely@sedonaaz.gov.

The Community Development Department welcomes discussions with the owner or developer regarding the City's options as explained above. As the Community Development Director this is my interpretation of the PD Zoning District for the above-mentioned parcels. Any person aggrieved by this decision may appeal this decision in accordance with the provisions of LDC 8.8.D (Appeal).

This Zoning Verification Letter supersedes the Zoning Verification Letter dated May 30, 2019.

If you have any questions, please contact Cari Meyer, Planning Manager, at (928) 203-5049, or cmeyer@sedonaaz.gov.

Sincerely,

Steve Mertes, Director
Community Development Department

Attachments

1. Entitlement History for Requested Parcels

Entitlement History for APN 401-08-002A, 401-08-006A, 401-09-001A, 401-09-001B, 401-09-001C, 401-13-059, 401-14-015, 401-14-016, 401-14-017, 401-14-064, 401-14-065, 401-14-075A, 401-14-175

The above referenced properties have been the subject of various development approvals over the years. The following contains a comprehensive history of the development approvals for these properties.

In the following summary, the following abbreviations are used:

- CPA (Community Plan Amendment)
- ZC (Zone Change)
- DEV (Development Review)
- SUB (Subdivision)
- DA (Development Agreement)
- P&Z (Planning and Zoning Commission)
- CC (City Council)
- PH (public hearing)
- WS (Work Session)
- Zoning District Abbreviations
    - PD (Planned Development)
    - C-1 (General Commercial)
    - RM-2 (Multifamily Residential, Medium High Density, 12 units per acre)
    - RS-36 (Single Family Residential, Minimum lot size of 36,000 square feet)

Application	Applicable Parcels	P&Z Meeting Dates	CC Meeting Dates
CPA 94-3	401-14-064, -065, -075, -163, -164	January 18, 1994 (PH, recommended approval)	March 22, 1994 (PH, approved)
	Summary: CPA to redesignate property from Multi-family Medium and High Density to General Commercial/Lodging (-075) and Open Space Preservation/Conservation (remainder of parcels)		
CPA96-3 ZC95-7	401-08-002A, -006 401-09-001A, -001B, -001C, -004 401-13-017, -019, -059 401-14-015, -016, -017, -018A, -064, -065, -075	March 5, 1996 (conceptual review, recommended denial of CPA, continued ZC) July 2, 1996 (PH, continued to allow for modifications to proposal) August 15, 1996 (WS) August 20, 1996 (PH, recommended approval of ZC)	October 22,1996 (granted 60 day continuance) November 26, 1996 (consent, sent modified development plan back to P&Z) **Project did not proceed
	Summary: ZC from C-1, RM-2, and RS-36 to PD PD contained design guidelines, formal DEV was to come at a later date. The PD allowed for the following: • 276 lodging units • 60,000 square feet of retail/office space • 26,000 square feet of restaurant space • 7 acre public park CPA only applied to a portion of the project, would have redesignated an area from Single-family Low Density to Commercial/Lodging. Staff recommended denial of the CPA and this request was ultimately withdrawn and the area was added to the public park. After P&Z recommendation of approval, one of the properties involved (401-14-018A) withdrew authorization, applicant was given time to amend proposal to remove this parcel, the project ended up being dropped.		

Application	Applicable Parcels	P&Z Meeting Dates	CC Meeting Dates
ZC98-3 *DEV98-4* *CPA98-2* O1998-15 R 1998-38	401-08-002A, -006 401-09-001A, -001B, -001C 401-13-059 401-14-015, -016, -017, -064, -065, -075	February 3, 1998 (Conceptual) May 5, 1998 (PH, recommended approval)	June 23, 1998 (PH, approved, ORD 98-15)
	Summary: ZC from C-1, RM-2, and RS-36 to PD; DEV and CPA applications withdrawn, only ZC went to public hearing/was approved. The PD allowed for the following: • 195 timeshares, all with double lockout suites • 12 apartments • 56,680 sf retail • 25,087 sf restaurant (including 3,287 microbrewery) • 6,160 sf outdoor dining space • 17,777 sf clubhouse • 194 space parking structure • 150 seat outdoor amphitheater • 7 acre park with 2,000 feet creek frontage		
DEV99-3	401-14-014, -016, -017, -064, -065, -075	March 2, 1999 (PH, continued) March 11, 1999 (WS) March 16, 1999 (PH, approved)	
	Summary: The Cliffs at Oak Creek Phase 1, including: • 30 timeshare units, all with double lockout suites • 15,000 sf retail • 8,600 sf restaurant • 224 space parking structure (reduced to 171) Building permits for this development were submitted July 1999, approved by building in January 2000 & planning "some months later"; all building permits expired before construction began.		
ZC2004-1 SUB2004-1 DEV2004-1 O2005-05 R2005-13	401-08-002A, -006 401-09-001A, -001B, -001C 401-13-059 401-14-015, -016, -017, -064, -065, -075	October 21, 2004 March 15, 2005 (PH, approved DEV, recommended approval of ZC, SUB, and DA	April 26, 2005 (PH, approved), zoning contingent on building permits being issued within 2 years
	Summary: The Preserve at Oak Creek Hillside Development (west of 89A) • 2.5 acres • 6 buildings and associated parking • 107 parking spaces • 17,973 sf spa • 7,668 sf botanical reserve • 6 units affordable housing • 27 timeshares Creekside Development (east of 89A) • 18.5 acres • 8 acres west of the creek; no habitable buildings; future public park • 111 timeshares • 19,876 sf resort amenity space (restaurant, lounge, sales & administration offices, children's camp, fitness room/gym) and a viewing platform • 269 parking spaces		

<table>
<tr><th>Application</th><th>Applicable Parcels</th><th>P&Z Meeting Dates</th><th>CC Meeting Dates</th></tr>
<tr><td>CPA2005-5
ZC2005-7
DEV2005-12
SUB2005-19</td><td>401-08-002A, -006
401-09-001A, -001B, -001C
401-13-059
401-14-015, -016, -017, -064, -065, -075</td><td>December 6, 2005 (PH, approved DEV, recommended approval on other applications)</td><td>February 14, 2006 (PH, approved) zoning contingent on building permits being issued within 2 years</td></tr>
<tr><td>O2006-04
R2006-10

R2006-09
Community Plan Minor Amendment</td><td colspan="3">Summary: The Preserve at Oak Creek, amended previous approval (April 26, 2005 CC approval)
CPA: Minor amendment from Commercial/Lodging to Multifamily Medium and High Density Residential
ZC: Amendment to site plan (see below)
SUB: Preliminary Plat approval
DEV: Phase 1 (Hillside Development)
• Overall amendments
o 138 timeshares to 158 condominiums
o 6 affordable rental units @ 100% AMI to 12 affordable for sale units @ 100-150% of AMI
▪ Phase 1 (Hillside)
• 28 timeshares to 32 condominiums
• 6 affordable units to 6 affordable offsite units
• 16,065 sf spa to no spa
▪ Phase 2 (East of Highway)
• 59 timeshares to 69 condominiums
• 21,438 sf of offices and children's camp to nothing
• Pool stayed
▪ Phase 3 (Creekside)
• 51 timeshares to 57 condominiums
• 6 new affordable offsite units
• Stayed the same: Preserve Jordan well house and Jordan preserve and open space</td></tr>
<tr><td rowspan="2">TE2008-1</td><td>401-08-002A, -006
401-09-001A, -001B, -001C
401-13-059
401-14-015, -016, -017, -064, -065, -075</td><td>February 28, 2008 (WS)
March 4, 2008 (PH)</td><td>April 22, 2008 (PH, approved by motion of Council)</td></tr>
<tr><td colspan="3">Summary: The Preserve at Oak Creek, Time Extension for ZC2005-7, DEV2005-12, and SUB2005-19
New expiration date March 14, 2010</td></tr>
</table>

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John C. Stallings, Of Counsel

June 19, 2024

VIA HAND-DELIVERY AND EMAIL

City of Sedona
Anette Spickard, Town Manager
102 Roadrunner Drive
Sedona, AZ 86336
aspickard@sedonaaz.gov

JoAnne Cook, City Clerk
102 Roadrunner Drive
Sedona, AZ 86336
jcook@sedonaaz.gov

With email copies to:
Kurt Christianson, City Attorney
kchristianson@sedonaaz.gov

Steve Mertes, Community Development Director
smertes@sedonaaz.gov

Re: City-Initiated Zoning Reversion and Alternate Development Proposal
Ambiente Creekside: A Landscape Hotel
APNs 401-08-002A, 401-08-006A, 401-13-059, 401-09-001A, 401-09-001B, 401-09-001C (the "Property")

This Law Firm represents Dutchman's Cove LLC, an Arizona limited liability company ("Dutchman's Cove") and its principals, Mike Stevenson, Jennifer May, and Colleen TeBrake. Dutchman's Cove have contracted to purchase APNs 401-08-002A, 401-08-006A, 401-13-059, 401-09-001A, 401-09-001B, 401-09-001C (hereinafter, the "Property") from Axys Capital Total Return Fund LLC ("Axys"). The Property will be developed as Ambiente Creekside: A Landscape Hotel.

Enclosed with this letter are:

1. Property Map
2. Owner Authorization Letter for Zoning Reversion

I. REQUEST FOR CITY-INITIATED ZONING REVERSION

We hereby request that *the City* revert the zoning for the Property to its former zoning classification as required by A.R.S. § 9-462.01(E) and the Sedona Land Development Code § 8.6(B)(3)(g)(2).

1. The Property was conditionally zoned PD (Planned Development), conditioned on the schedule for development specified in Ordinance 2006-04/Resolution 2006-10.
2. The prior developer, Steve Cole, died in 2008.
3. The development schedule expired March 14, 2010.
4. Upon expiration of the development schedule, City Council "shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to **revert to its former zoning classification**."[1]
5. The City is estopped from extending the development schedule for the following reasons:
    a. Fourteen years have passed since the conditional zoning expired.
    b. The prior developer is deceased.
    c. The property owner objects to extending the development schedule and requests reversion of the zoning to its former zoning classification.
    d. The Preserve development plan[2] can no longer be implemented, due to the City having acquired a portion of the property under threat of condemnation to construct Owenby Way.
6. It should be noted that the Sedona Community Plan and the Uptown CFA have no legal effect on the City's obligation to revert the zoning to its former zoning classification.
7. Simply put, A.R.S. § 9-462.01(E) requires Council to revert the zoning.

[1] ARS. 9-462.01(E) "The legislative body may approve a change of zone conditioned on a schedule for development of the specific use or uses for which rezoning is requested. If, at the expiration of this period, the property has not been improved for the use for which it was conditionally approved, the legislative body, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification."

[2] The Preserve development plan includes the following:
195 timeshares, all with double lockout suites
12 multi-family apartments
56,680 sf retail
25,087 sf restaurant space (includes 3,287 sf microbrewery, excludes 6,160 sf outdoor dining areas)
6,160 sf outdoor dining space
17,777 sf clubhouse
194 space parking structure
150 seat outdoor amphitheater
7 acre publicly accessible park with 2,000 feet creek frontage

II. DEVELOPMENT UNDER BY-RIGHT ZONING OF AMBIENTE: CREEKSIDE – A LANDSCAPE HOTEL (36 UNITS)

1. City staff have determined that the former zoning classification for each of the parcels is C-1, with those portions of the parcels east of Oak Creek being RS-36.
2. C-1 allows six (6) lodging units by right, for a total thirty-six (36) lodging units across the 6 parcels.
3. Upon reversion to the former zoning classification, the property will be developed as Ambiente: Creekside.
4. The development will be subject to site plan review but not the Planning & Zoning Commission.
5. Because this is by-right zoning, the City is legally prohibited from requiring any exactments, such as a public park.
6. This new 36 lodging-unit hotel will be comparable in scope to the current 40-unit Ambiente Hotel now in operation.

III. DIMINUTION IN VALUE CLAIM (if Council fails to revert the zoning to its original zoning classification)

In the Zoning Verification Letter, Director Mertes states that Council has the option to revert the zoning "consistent with current zoning regulations." This is incorrect. A.R.S. § 9-462.01(E) unequivocally requires reversion of the Property to its "former zoning classification". Failure to revert to its former zoning classification would trigger a Diminution in Value Claim pursuant to A.R.S. § 12-1134 for the reduction in the fair market value of the Property.

1. The former zoning classification is C-1.
2. C-1 no longer exists in the Land Development Code, except on grandfathered properties.
3. C-1 allows 6 lodging units per parcel.
4. It is unclear what zoning would even be applied that is "consistent with current zoning regulations." Presumably it would not allow 6 lodging units per parcel.
5. The value of the Property without 6 lodging units per parcel is de minimis (the property has been unsaleable for 14 years and would remain unsaleable).
6. The value of the property with C-1 zoning is calculated as follows:
    a. Current appraised value of the Ambiente Hotel
    b. Minus construction costs

This discussion is provided as a response to the position taken in the Zoning Verification Letter, which would clearly violate the law. Dutchman's Cove would then have grounds to assert

a diminution in value claim for the loss sustained, which will undoubtedly be pursued vigorously. As you can imagine, the diminution in value claim would be substantial.

IV. ALTERNATE DEVELOPMENT PROPOSAL: 5-acre Park and 50 Lodging Unit Ambiente Hotel.

If the City is opposed to simply reverting the zoning and allowing development of the 36-unit hotel under by-right zoning, Dutchman's Cove would be willing to negotiate a simple development agreement for the Property.

Dutchman's Cove would in this case require an additional fourteen (14) lodging units across the Property (the "Alternative Development Proposal"), to make a total of fifty (50) lodging units.

As consideration for the increased number of units, Dutchman's Cove would be willing to reserve five (5) acres to be dedicated to the City for use as a public park. The City would be responsible for the maintenance and constructions costs of the park.

The Sedona Community Plan highlights a park in this prime location as a crucial community goal. The rationale is clear: currently, there is no public access to Oak Creek within city limits, and this represents the last undeveloped land where such access is feasible. The public benefits of providing creek access are immense. This would include seamless access to the Huckaby Trail and connectivity to the Munds Wagon Trail, Jim Thompson Trail, and the greater Sedona trails system. Imagine a short, 2.5-mile day hike from Uptown, starting at the proposed public park along Huckaby Trail to Grasshopper Point, becoming an iconic must-do activity. Why drive to Grasshopper Point and deal with the traffic nightmare when you can hike from Uptown along the scenic Oak Creek? This park not only fulfills a key community goal but also enhances Sedona's natural appeal and accessibility for both residents and visitors.

It should be noted that the request for this public park was initiated by City staff, drawing from the Community Plan and prior development agreements for the property. While the City Council has not yet had the chance to discuss this proposal, and it may not necessarily reflect their views, it underscores a critical point: this is the City's last opportunity to secure public access to Oak Creek. Without an agreement on Option 2, the property will be fully developed privately under by-right zoning, as previously outlined. This is a pivotal moment for Sedona, where the community can choose to preserve and enhance its natural beauty and accessibility for future generations. The creation of this park aligns with the community's long-term vision and ensures that Oak Creek remains a treasured and accessible part of Sedona's landscape.

Under this alternate proposal, the zoning would revert to C-1 and development would follow the relevant zoning regulations. The 50 units, along with ancillary hotel facilities (such as a restaurant, spa, lobby, pool, etc.), would be positioned in their optimal locations without regard to parcel boundaries.

V. CONCLUSION

1. Dutchman's Cove and Axys formally request that City Council initiate the legislative process to revert the zoning of the Property to its former zoning classification of C-1 (west of Oak Creek) and RS-36 (east of Oak Creek), with by-right zoning for 6 lodging units per parcel, in strict compliance with LDC Section 8.6(B)(3)(g)(2) and ARS 9-462.01(E).
    a. We specifically request that the public hearing be scheduled for the July 9, 2024, Council meeting.
2. In the alternative, enter into a development agreement with Dutchman's Cove to proceed with the Alternate Development Proposal for a 5-acre public park and 50 total lodging units.
    a. We anticipate that Council will meet in executive session to consider this matter at its June 25, 2024, Council meeting.

The City's prompt and appropriate action will ensure adherence to legal requirements and prevent significant financial detriment to the Property's value. Please respond **no later than June 28th** as to whether Council will schedule the public hearing to revert the zoning for July 9th, or whether they instead wish to negotiate the details of the Alternate Proposal.

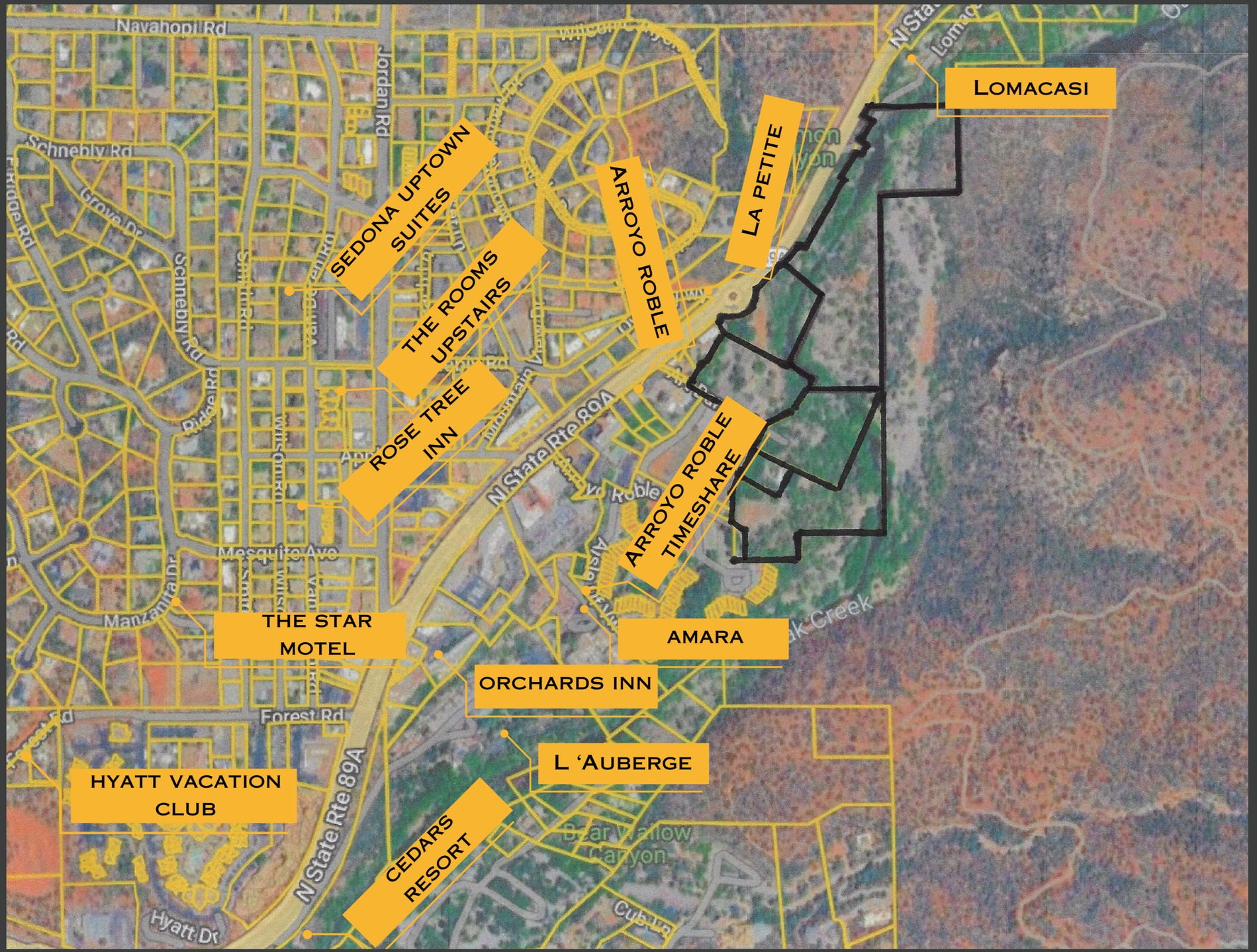
We appreciate your immediate attention to this matter and await your confirmation of the City's intention to proceed with the necessary legislative rezoning process.

Sincerely,
BOYLE, PECHARICH, CLINE
WHITTINGTON & STALLINGS, P.L.L.C.

Stephen W. Polk, Esq.

APPROVED:
Dutchman's Cove LLC, an Arizona limited liability company

By: Jennifer May
Its: Manager


LOMACASI
LA PETITE
ARROYO ROBLE
SEDONA UPTOWN SUITES
THE ROOMS UPSTAIRS
ROSE TREE INN
ARROYO ROBLE TIMESHARE
AMARA
THE STAR MOTEL
ORCHARDS INN
L 'AUBERGE
HYATT VACATION CLUB
CEDARS RESORT
N State Rte 89A
Navahopi Rd
Schnebly Rd
Jordan Rd
Mesquite Ave
Forest Rd
Hyatt Dr

Axys Capital Total Return Fund, LLC
c/o Timothy A. Birch
1900 St James Place, Suite 300
Houston, Texas 77056

June 18, 2024

City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336-3710

Re: Authorization for Dutchman's Cove to Act on Behalf of Axys in Reversionary Zoning Request and Related Matters

To Whom It May Concern,

This letter serves as formal authorization for Dutchman's Cove LLC ("Buyer") to act on behalf of Axys Capital Total Return Fund, LLC ("Owner") in matters related to the property located at 586 N. SR 89A, Sedona, AZ 86336, currently assigned Coconino County Assessor's Parcel Nos. 401-08-006A, 401-08-002A, 401-09-001A, 401-09-001C, 401-13-059, and 401-09-001B (together, the "Property"). Specifically, Owner grants Buyer the authority to:

1. **Reversionary Zoning Request**:
    - Submit a request for reversionary zoning and any associated documents to the City of Sedona, including but not limited to applications, plans, reports, and supporting materials required for the processing and approval of the reversionary zoning request.
2. **Development Negotiations**:
    - Engage in negotiations with the City of Sedona and any other relevant governmental authorities or agencies regarding the development of the Property, including but not limited to zoning changes, permits, approvals, and any other matters necessary for the development and use of the Property.
3. **Diminution in Value Claim**:
    - Pursue, file, and manage any claims for diminution in value related to the Property, as provided under ARS § 12-1134, including all necessary communications, filings, and legal actions required to assert and enforce such claims.

This authorization includes the right for Buyer to execute, deliver, and perform any and all agreements, documents, instruments, and certificates in connection with the foregoing, and to take any and all actions necessary or appropriate to effectuate the purposes described herein.

Please direct all correspondence and inquiries regarding this matter to the following contact person at Dutchman's Cove:

Dutchman’s Cove LLC
Attn: Jennifer E. May
900 West State Route 89
Sedona, Arizona 86336

Copy to: Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.
Attn: Stephen W. Polk, Esq.
125 N. Granite Street
Prescott, AZ 86301

If you have any questions or require further information, please do not hesitate to contact the undersigned.

Sincerely,

Michael Zislis
Axys Capital Total Return Fund LLC

SEDONA
LAND DEVELOPMENT CODE UPDATE

Zoning District Conversions

The LDC Update project includes a revised list of zoning districts to consolidate similar districts, propose new districts, rename current districts, and remove obsolete zoning districts. The table below shows the proposed new lineup of zoning districts and the proposed conversion from the existing LDC zoning districts.

Current	Proposed	Comments
RS-5A single-family residential	--	Carried forward as obsolete district
RS-70 single-family residential	**RS-70** large lot single-family residential	Carried forward
RS-36 single-family residential	**RS-35** large lot single-family residential	Consolidated based on similarities in purpose, standards, and uses
RS-35 single-family residential		
RS-18a single-family residential	**RS-18** single-family residential	Consolidated based on similar purpose and uses
RS-18b single-family residential		
RS-12 single-family residential	**RS-10** single-family residential	Consolidated based on similar purpose, standards, and uses
RS-10a single-family residential		
RS-10b single-family residential		
RS-6 single-family residential	**RS-6** single-family residential	Consolidated based on similar standards
RMH-6 single-family residential and mobile home		
RMH-12 single-family residential and mobile home	**RMH** single-family and mobile home	Consolidated based on similar purpose and uses
RMH-10 single-family residential and mobile home		
RM-1 medium density multifamily	**RM-1** medium density multifamily	Carried forward
RM-2 high density multifamily	**RM-2** medium-high density multifamily	Carried forward but renamed
RM-3 high density multifamily	**RM-3** high density multifamily	Carried forward
MH manufactured home	--	Never applied on the zoning map
PRD planned residential	--	Consolidated PRD and PD districts (see below)
CN neighborhood commercial	**M1** mixed-use neighborhood	Renamed and refined uses to accommodate primarily residential with limited commercial
OP office professional	**M2** mixed-use employment	Renamed and refined uses to accommodate employment centers with limited residential
--	**M3** mixed-use activity center	New district intended to accommodate a mix of uses in Sedona's primary and secondary activity centers
C-1 general commercial	**CO** commercial	Consolidated and renamed
C-2 general commercial		
C-3 heavy commercial/light manufacturing	**IN** light industrial	Renamed
RC resort commercial	**L** lodging	Consolidated based on similar standards and uses
L lodging		
PD planned development	**PD** planned development	Consolidated PD and PRD districts
CF community facilities	**CF** community facilities	Carried forward
P parking	--	Carried forward as obsolete district
OS open space and recreation	**OS** open space and recreation	Carried forward
NF national forest	**NF** national forest	Carried forward
T transitional	--	Replaced by SU district
SU special use	--	Carried forward as obsolete district

CITY COUNCIL AGENDA BILL

AB 3071
August 13, 2024
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Public hearing #1/discussion on the Land Use Assumptions and Infrastructure Improvement Plan (IIP) developed by consultant Tischler/Bise, Inc. as required by A.R.S. § 9-463.05 for the City of Sedona to adopt updated Development Impact Fees.

Department	City Manager/Anette Spickard and Ben Griffin of Tischler Bise
Time to Present	40 minutes
Total Time for Item	90 minutes
Other Council Meetings	N/A
Exhibits	A. Draft Land Use Assumptions Document (LUA), Infrastructure Improvement Plan (IIP), Development Fees B. PowerPoint Presentation

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Hold Public Hearing, no action required

Expenditure Required	
$	0
Amount Budgeted	
$	0
Account No. (Description)	N/A

SUMMARY STATEMENT

Background: Development Impact Fees (DIFs) are one-time charges applied to new development in order that new growth will pay its fair share of infrastructure improvements needed to provide municipal services, and to ensure that existing residents are not unduly burdened to pay for improvements and services needed to accommodate new development. The City of Sedona first adopted DIFs on May 18, 1998. A.R.S. § 9-463.05 is the state statute that enables municipalities to assess, collect, and spend development fees.

The City's DIFs were last updated in 2019 and became effective on September 9, 2019. They are required by statute to be updated every five years. As required by law, the City retained the services of an outside consultant to complete the update.

State statute also requires the City to follow a series of prescribed steps to develop and implement new DIFs. These steps include a minimum of 225 days and include public hearings and public comment periods. The draft schedule for the implementation of Sedona's fees is set forth below.

Sedona Adoption Process Schedule

- June 1, 2024: Publish Draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (60 days)
    - The documents and public hearing information were published on our Community Development Fees website on May 30, 2024
- August 13, 2024: Public Hearing, LUA and IIP presentation (30 days)
- September 24, 2024: Public Hearing, LUA and IIP Adoption
- September 25, 2024: Publish Draft Development Fee Report (+30 days)
- November 12, 2024: Public Hearing, Development Fee Report presentation (+30 days)
- January 14, 2025: Public Hearing, Development Fee Report Adoption (+75 days)
- March 31, 2025: Development Fees Effective

The publication of a notice of public hearing on Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP), and the publication of those draft plans is required a minimum of 60 days prior to this first hearing. Those documents have now been published more than 60 days. The purpose of this meeting is to conduct a public hearing in advance of another 30-day comment period. No action is required by Council at this time. The Council will be asked to adopt the LUA document and the IIP in September when this item comes back for consideration.

- The LUA is required to document projections of changes in land uses, densities, intensities, and population for the City's service area over a period of at least ten years and pursuant to the City's Community Plan.
- The IIP is a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee. It examines the City's existing level of service and identifies a list of potential projects needed to serve future development.

The fees are based on a combination of the LUA and the IIP and the application of a fee-calculation methodology for each fee category. The consultant evaluated existing conditions and needs for each service area and identified and applied the most appropriate methodology to develop the fees. The three possible fee methodologies include:

- Incremental Expansion - The incremental expansion, or consumption method, documents the current level-of-service (LOS) for public facilities (ex. Parks acres per capita). The jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. This method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.
- Plan Based - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. CIP, or master plan. In this method, the total cost of relevant facilities is divided by total demand (e.g., vehicle trips for transportation, persons for parks, etc.) to calculate a cost per unit of demand. Must be able to refine how much of those projects can reasonably be attributable to growth (for Sedona, at near build-out, in most cases this is a very small percentage).
- Cost Recovery – The rationale for the cost recovery, or buy-in, approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, costs are allocated to the ultimate number of demand units the facility will serve. This is most common when community has built oversized facilities in anticipation of growth. This is not being used for Sedona.

While it is not necessary to include the draft fees in the IIP at this stage in the adoption process, the consultant has completed the draft fees and they are included in the IIP for review. Based on the steps prescribed by statute, this hearing is intended to be held to solicit input on the LUA and IIP, not necessarily on the fees themselves; however, since the draft fees are included this provides an opportunity for City Council to provide initial feedback on the fees as well. This will allow the consultant to make changes to the IIP and fees, if necessary, and bring those back for the next meeting which is the adoption of the LUA and IIP. The public hearing on the fees themselves will occur after the LUA and IIP are adopted (see above schedule). There will be two subsequent meetings specifically devoted to the fees.

The categories under consideration for assessment of DIF are Streets, Police, and Parks. The consultant will provide the calculation methodology and basis for each of these.

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

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

Alternative(s): None

MOTION

I move to: for Public Hearing and discussion only. No action required.

DRAFT

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Prepared for:
Sedona, Arizona

April 16, 2024

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EXECUTIVE SUMMARY

The City of Sedona, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees pursuant to Arizona Revised Statutes ("ARS") § 9-436.05 (hereafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Sedona's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Parks and Recreational Facilities
2. Police Facilities
3. Street Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Parks and Recreational	Citywide	N/A	Park Amenities, Shared-Use Paths	Park Land, Development Fee Report	Park Population, Jobs
Police	Citywide	N/A	Police Facilities, Police Vehicles, Communication Equipment	Development Fee Report	Peak Population, Vehicle Trips
Street	Citywide	N/A	Street Improvements, Shared-Use Paths, Intersection Improvements	Development Fee Report	VMT

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Current development fees are assessed per dwelling unit, based on unit size, for residential development and per square foot of floor area for nonresidential development.

Figure 2: Current Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Current Fees
700 or less	$717	$468	$2,088	$3,273
701 to 1,200	$1,004	$656	$2,831	$4,491
1,201 to 1,700	$1,363	$890	$3,580	$5,832
1,701 to 2,200	$1,578	$1,030	$4,134	$6,741
2,201 to 2,700	$1,721	$1,124	$4,574	$7,419
2,701 to 3,200	$1,865	$1,218	$4,943	$8,025
3,201 to 3,700	$2,008	$1,311	$5,256	$8,575
3,701 to 4,200	$2,151	$1,405	$5,526	$9,082
4,201 to 4,700	$2,223	$1,452	$5,767	$9,442
4,701 or more	$2,295	$1,498	$5,985	$9,778

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Current Fees
Industrial	$0.74	$0.16	$1.18	$2.09
Commercial	$1.07	$0.83	$5.36	$7.25
Office / Other Services	$1.36	$0.32	$2.32	$4.00
Institutional	$0.42	$0.43	$3.07	$3.92
Lodging (per room)	$1,434	$278	$1,990	$3,702

PROPOSED DEVELOPMENT FEES

Proposed development fees will be assessed per dwelling unit, based on unit size, for residential development and per square foot of floor area for nonresidential development. The proposed fees represent the maximum allowable fees. Sedona may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Figure 3: Proposed Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Proposed Fees
700 or less	$1,734	$1,274	$4,373	$7,381
701 to 1,200	$2,185	$1,605	$5,629	$9,419
1,201 to 1,700	$2,809	$2,064	$7,145	$12,018
1,701 to 2,200	$3,433	$2,522	$8,808	$14,763
2,201 to 2,700	$4,092	$3,006	$10,130	$17,228
2,701 to 3,200	$4,525	$3,325	$11,320	$19,170
3,201 to 3,700	$4,906	$3,605	$12,213	$20,724
3,701 to 4,200	$5,184	$3,809	$12,916	$21,909
4,201 to 4,700	$5,444	$4,000	$13,544	$22,988
4,701 or more	$5,687	$4,178	$14,106	$23,971

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Proposed Fees
Industrial	$1.03	$0.49	$2.83	$4.35
Commercial	$1.40	$2.46	$14.61	$18.47
Office / Other Services	$2.15	$1.09	$6.31	$9.55
Institutional	$1.99	$1.50	$8.68	$12.17
Lodging (per room)	$3,277	$807	$4,779	$8,863

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the proposed and current development fees are displayed below in Figure 4.

Figure 4: Difference Between Proposed and Current Development Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Difference
700 or less	$1,017	$806	$2,285	$4,108
701 to 1,200	$1,181	$949	$2,798	$4,928
1,201 to 1,700	$1,447	$1,174	$3,566	$6,186
1,701 to 2,200	$1,856	$1,492	$4,675	$8,022
2,201 to 2,700	$2,371	$1,882	$5,556	$9,809
2,701 to 3,200	$2,661	$2,108	$6,377	$11,145
3,201 to 3,700	$2,898	$2,294	$6,957	$12,149
3,701 to 4,200	$3,033	$2,404	$7,390	$12,827
4,201 to 4,700	$3,221	$2,548	$7,777	$13,546
4,701 or more	$3,392	$2,680	$8,121	$14,193

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Difference
Industrial	$0.29	$0.33	$1.65	$2.26
Commercial	$0.33	$1.63	$9.25	$11.22
Office / Other Services	$0.79	$0.77	$3.99	$5.55
Institutional	$1.57	$1.07	$5.61	$8.25
Lodging (per room)	$1,843	$529	$2,789	$5,161

LAND USE ASSUMPTIONS

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

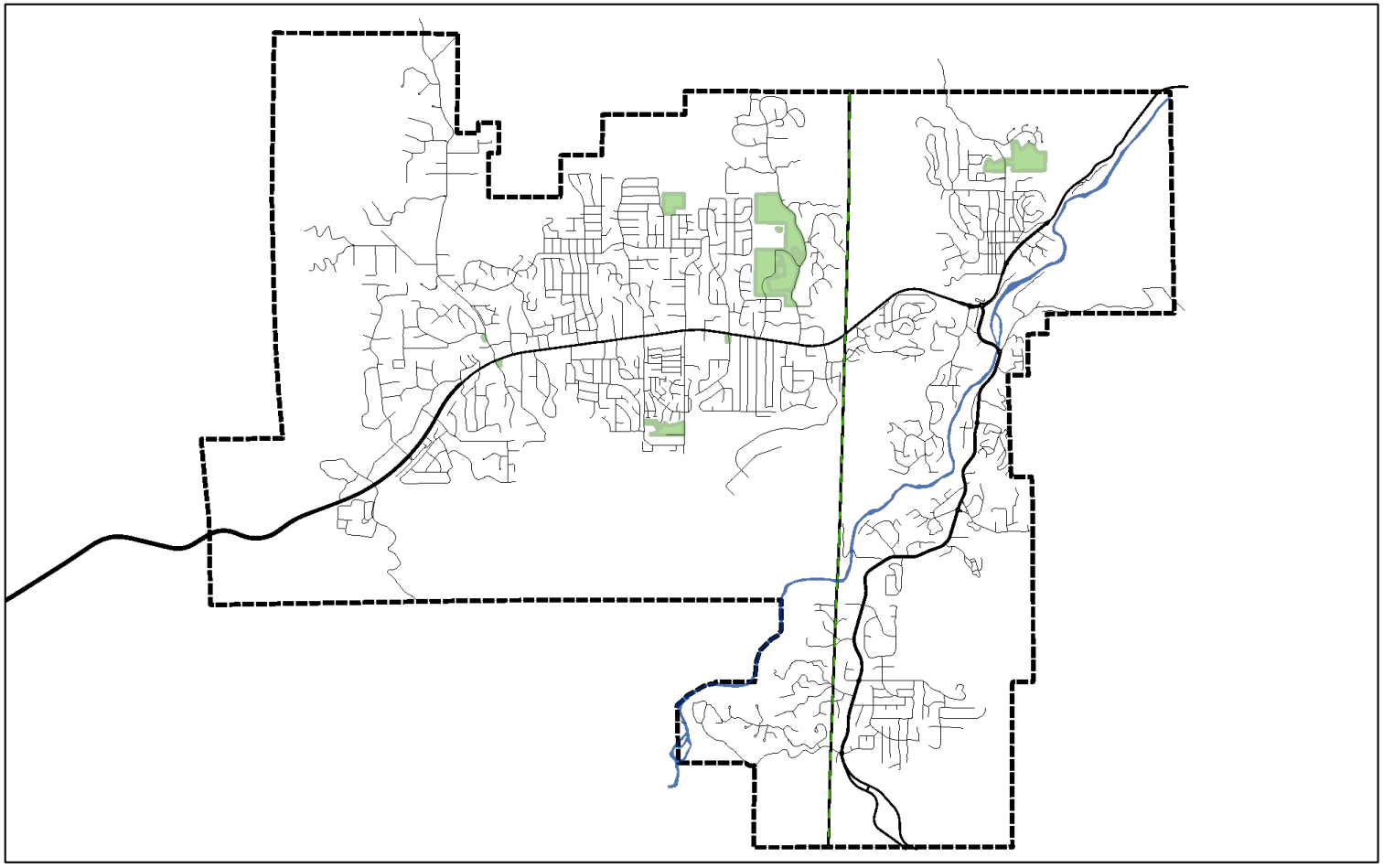
> *"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."*

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for all areas within Sedona. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2024 are used in calculating levels of service (LOS) provided to existing development in Sedona. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years. The Infrastructure Improvements Plan and the Development Fee Report include a citywide service area.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include projections of population, housing units, employment, and nonresidential floor area. TischlerBise projects future development based on recent and emerging development trends provided by city staff. Development projections are summarized in Figure L19. These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Sedona will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a peak population increase of 2,171 persons in 1,150 housing units, and nonresidential development projections indicate an employment increase of 392 jobs in approximately 178,000 square feet of floor area.

Figure L1: Development Fee Service Area



RESIDENTIAL DEVELOPMENT

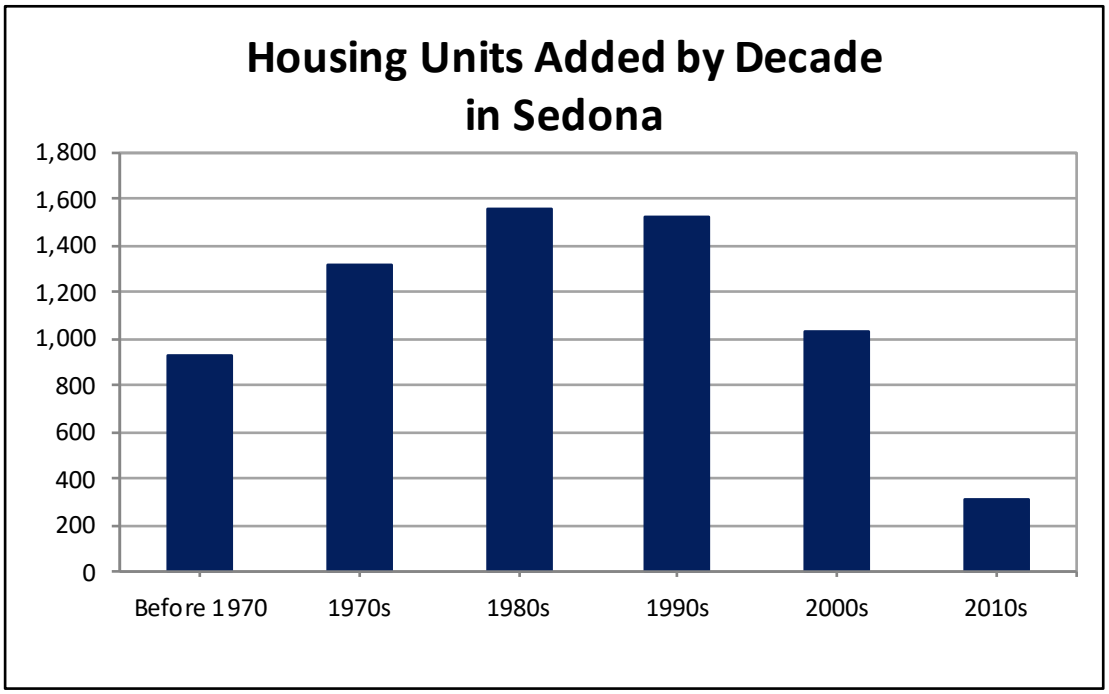
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L2 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, Sedona's housing stock grew by an average of 30 housing units per year.

Figure L2: Housing Units by Decade

Census 2010 Housing Units	6,367	Sedona's housing stock grew by an average of 30 housing units per year from 2010 to 2020.
Census 2020 Housing Units	6,671	
New Housing Units 2010 to 2020	304	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2017-2021 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy by Housing Type

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When using PPHU in the fee calculations, the analysis derives infrastructure standards using year-round population. When using PPH in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Sedona impose development fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a "long-form" questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For occupancy estimates in Sedona, single-family units include detached units, attached units, and mobile home units. Multi-family units include duplexes, structures with two or more units on an individual parcel of land, recreational vehicles, and all other units.

Figure L3 below shows the occupancy estimates for Sedona based on 2017-2021 American Community Survey 5-Year Estimates. Single-family units averaged 2.00 persons per household and multi-family units averaged 1.84 persons per household. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L3: Occupancy by Housing Type

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family[1]	8,585	4,284	**2.00**	5,494	1.56	85.5%	22.02%
Multi-Family[2]	1,135	618	**1.84**	932	1.22	14.5%	33.69%
Total	9,720	4,902	**1.98**	6,426	1.51	100.0%	23.72%

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

1. Includes detached, attached (townhouse), and mobile home units.
2. Includes dwellings in structures with two or more units, RVs, and all other units.

Occupancy by Bedroom Range

Development fees must be proportionate to the demand for infrastructure. Averages per household have a strong, positive correlation to the number of bedrooms, so TischlerBise recommends a fee schedule where larger units pay higher development fees. Benefits of the proposed methodology include 1) a proportionate assessment of infrastructure demand using local demographic data and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, and Sedona is in two Public Use Microdata Areas (AZ PUMAs 400 and 500).

Shown in Figure L4, cells with yellow shading indicate the unweighted survey results which yield the unadjusted estimate of 2.34 persons per household. Unadjusted persons per household estimates are adjusted to match the control total for Sedona – 1.98 persons per household (see Figure L3). Adjusted persons per household estimates range from 1.19 persons per household for units with zero to one bedroom up to 2.99 persons per household for units with five or more bedrooms.

Figure L4: Occupancy by Bedroom Range

Bedroom Range	Persons[1]	Vehicles Available[1]	Households[1]	Housing Mix	Unadjusted PPH	Adjusted PPH[2]	Unadjusted VPH	Adjusted VPH[2]
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per Hhld Based on Persons[3]	AWVTE per Hhld Based on Vehicles[4]	AWVTE per Household[5]
0-1	3.03	6.32	4.68
2	4.16	9.11	6.64
3	5.28	11.72	8.50
4	6.81	13.83	10.32
5+	7.62	15.69	11.66
Average	5.05	10.97	8.01

1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates.
3. Adjusted persons per household multiplied by national weighted average trip rate per person.
4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle.
5. Average trip rates based on persons and vehicles per household.

Occupancy by Housing Size

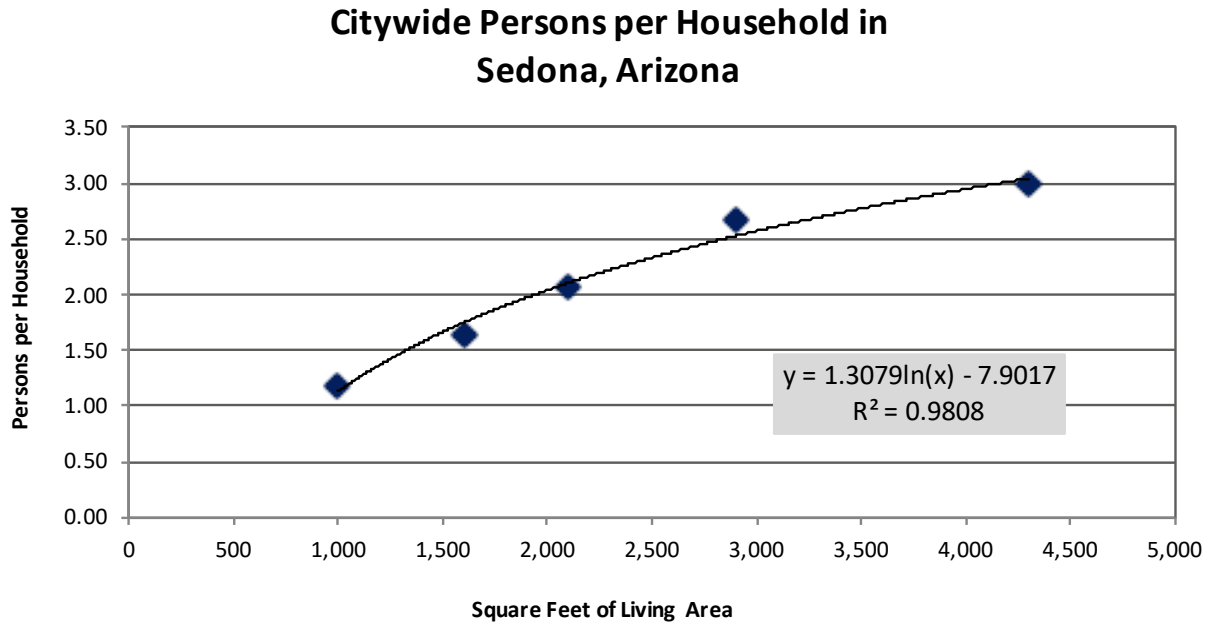
To estimate square feet of living area by bedroom range, TischlerBise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms.

Average square feet of living area and persons per household by bedroom range are plotted in Figure L5 with a logarithmic trend line derived from U.S. Census Bureau estimates discussed in the previous paragraph and adjusted persons per household estimates shown in Figure L4. Using the trend line formula shown in the figure, TischlerBise calculates the number of persons per household, by square feet of living area, using intervals of 500 square feet. TischlerBise recommends a minimum development fee based on a household size of 700 square feet and a maximum fee for units 4,701 square feet or more.

Figure L5: Occupancy by Housing Size

Average persons per household derived from 2017-2021 ACS 5-Year PUMS data for the area that includes Sedona. Unit size for 0-1 bedroom from the 2021 U.S. Census Bureau average for all multi-family units constructed in the Census West region. Unit size for all other bedrooms from the 2021 U.S. Census Bureau average for single-family units constructed in the Census West region.

Actual Averages per Household			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
0-1	1,000	1.19	700 or less	1.00
2	1,600	1.63	701 to 1,200	1.26
3	2,100	2.07	1,201 to 1,700	1.62
4	2,900	2.67	1,701 to 2,200	1.98
5+	4,300	2.99	2,201 to 2,700	2.36
			2,701 to 3,200	2.61
			3,201 to 3,700	2.83
			3,701 to 4,200	2.99
			4,201 to 4,700	3.14
			4,701 or more	3.28



Residential Estimates

Resident Population

Shown below, Figure L6 shows residential permits issued since the 2020 Census. The analysis uses the 2020 Census estimate of 6,671 housing units shown in Figure L2 and residential permits since 2020 to estimate 7,021 housing units in 2024.

Figure L6: Residential Permits

Year	Single Family	Multi-Family	Total
2020	62	0	62
2021	66	84	150
2022	57	1	58
2023[1]	34	46	80
Total	219	131	350

Source: Sedona Community Development Department

1. Through September 2023

For 2023, data published by Arizona Office of Economic Opportunity indicate a citywide population of 9,860 persons. Using the 2023 housing permit data shown in Figure L6 and the occupancy factors shown in Figure L3, Sedona's 2024 resident population includes 10,013 persons.

Lodging Population

According to information provided by city staff, there are currently 2,574 lodging rooms in the City of Sedona. Data from the Sedona Chamber of Commerce & Tourism Bureau indicate lodging averages 2.90 persons per room with an average occupancy rate of 65.2 percent. This results in an adjusted 1.89 persons per room (2.90 persons per room X 65.2 percent occupancy rate). Multiplying adjusted persons per room by the total number of lodging rooms results in a lodging population estimate of 4,865 persons.

Figure L7: Lodging Population

Lodging Factors	
Lodging Rooms[1]	2,574
Persons per Room[2]	2.90
Occupancy Rate[3]	65.2%
Adjusted Persons per Room	1.89
Lodging Population	4,865

1. City of Sedona
2. Sedona Chamber of Commerce & Tourism Bureau, 2018
3. Sedona Chamber of Commerce & Tourism Bureau, Annual Report FY22/23

Seasonal Population

To account for seasonal residents, the analysis includes vacant households used for seasonal, recreational, or occasional use. According to 2017-2021 ACS estimates shown in Figure L8, seasonal units account for 1,058 of Sedona's 1,524 vacant units. With all seasonal units occupied, Sedona's seasonal vacancy rate is 7.25 percent (5,960 resident and seasonal households / 6,426 housing units). Applying Sedona's occupancy rate of 1.98 persons per household to seasonal households provides a seasonal population estimate of 2,098 persons. Sedona's peak population estimate for 2024 is 12,111 (10,013 resident population + 2,098 seasonal population).

Figure L8: Seasonal Population

2021 Peak Population	
Resident Population	9,720
Resident Households	4,902
Persons per Household	1.98
Housing Units	6,426
Persons per Housing Unit	1.51
Vacant Housing Units (Year-Round)	1,524
Year-Round Vacancy Rate	23.72%
Vacant Housing Units (Seasonal, Recreation, or Occasional Use)	1,058
Seasonal Vacancy Rate	7.25%
Resident Households	4,902
Seasonal Households	1,058
Adjusted Households	5,960
Resident Population	9,720
Seasonal Population	2,098
Peak Population	11,818

Source: U.S. Census Bureau, 2017-2021 American Community Survey, 5-Yr Estimates.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects lodging development using recommendations provided by Sedona Community Development Department staff. TischlerBise uses occupancy factors shown in Figure L7 to convert projected lodging rooms to lodging population. During the next 10 years, lodging development growth of 215 lodging rooms results in a lodging population increase of 406 persons (215 lodging rooms X 1.89 persons per room).

Figure L9: Lodging Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Lodging								
Rooms	2,574	2,664	2,678	2,692	2,706	2,720	2,789	215
Population	4,865	5,035	5,061	5,087	5,114	5,140	5,271	406

Source: Sedona Community Development Department

The analysis uses housing unit projections provided by Sedona Community Development Department staff. Based on recent trends, the scarcity of available land, and increasing demand for multi-family units, Community Development Department staff project a 10-year increase of 1,150 housing units – 350 single-family units and 800 multi-family units. TischlerBise uses occupancy factors shown in Figure L3 to convert projected housing units to projected population. The peak population increase, which includes resident population and seasonal population, over the next 10 years is 2,171 persons ((350 single-family units X 2.00 persons per household) + (800 multi-family units X 1.84 persons per household)). The park population increase over the next 10 years, which includes resident population, seasonal population, and lodging population, is 2,577 persons (2,171 peak population increase + 406 lodging population increase). The analysis uses the park population in the calculation of parks and recreational facilities development fees to more accurately allocate demand for parks and recreational facilities.

Figure L10: Residential Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population								
Peak Population[1]	**12,111**	**12,338**	**12,563**	**12,785**	**13,006**	**13,224**	**14,281**	**2,171**
Park Population[2]	**16,975**	**17,373**	**17,624**	**17,873**	**18,119**	**18,364**	**19,552**	**2,577**
Housing Units								
Single Family	5,922	5,962	6,001	6,039	6,076	6,111	6,272	350
Multi-Family	1,099	1,179	1,259	1,339	1,419	1,499	1,899	800
Total	**7,021**	**7,141**	**7,260**	**7,378**	**7,494**	**7,610**	**8,171**	**1,150**

1. Peak population includes resident and seasonal
2. Park population includes resident, seasonal, and lodging

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure L11, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) with 637 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L11: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

Esri Business Analyst 2023 employment estimates for Sedona include 9,278 jobs. This employment estimate includes 829 industrial jobs, 4,689 commercial jobs, 3,229 jobs related to office and other services, and 531 institutional jobs. Applying the employment density factors shown in Figure L11 to employment estimates shown in Figure L12 provides a nonresidential floor area estimate of 3,903,125 square feet.

Figure L12: Nonresidential Estimates

Nonresidential Category	2023 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2023 Estimated Floor Area[3]
Industrial[4]	829	9%	637	528,073
Commercial[5]	4,689	51%	471	2,208,519
Office / Other Services[6]	3,229	35%	307	991,303
Institutional[7]	531	6%	330	175,230
Total	9,278	100%		3,903,125

1. Esri Business Analyst Online, Business Summary, 2023.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).
3. TischlerBise calculation (2023 jobs X square feet per job).
4. Major sectors are Manufacturing; Transportation & Warehousing.
5. Major sectors are Retail Trade; Accommodation & Food Services.
6. Major sectors are Real Estate, Rental & Leasing; Other Services.
7. Major sectors are Public Administration; Educational Services.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects future nonresidential development based on nonresidential building permit data and discussions with city staff. From 2021 through 2023, average annual permitted square feet equal approximately 1,700 square feet of industrial development, 11,100 square feet of commercial development, 1,300 square feet of office development, and 700 square feet of institutional development. Based on discussions with city staff, the analysis includes an upward adjustment of 20 percent to account for likely development trends. The analysis projects future nonresidential development using an average annual increase of 2,000 square feet of industrial development, 13,400 square feet of commercial development, 1,600 square feet of office development, and 800 square feet of institutional development.

Adding the average annual floor area increase to the 2023 nonresidential floor area estimates shown in Figure L12 provides a 2024 base year estimate of approximately 3,921,000 square feet. Projected nonresidential development growth over the next 10 years includes an increase of approximately 178,000 square feet. This includes 20,000 square feet of industrial development, 134,000 square feet of commercial development, 16,000 square feet related to office and other services development, and 8,000 square feet of institutional development.

Applying the employment density factors shown in Figure L12 to the employment projections shown below provides the necessary conversion from nonresidential floor area to jobs. Over the next 10 years, projected employment growth equals 392 jobs. This includes 31 industrial jobs (20,000 sq. ft. of industrial development / 637 square feet per job), 285 commercial jobs (134,000 sq. ft. of commercial development / 471 square feet per job), 52 jobs related to office and other services (16,000 sq. ft. of office and other services development / 307 square feet per job), and 24 institutional jobs (8,000 sq. ft. of institutional development / 330 square feet per job).

Figure L13: Nonresidential Projections

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	832	835	838	842	845	848	864	31
Commercial	4,717	4,746	4,774	4,803	4,831	4,860	5,002	285
Office / Other Services	3,234	3,239	3,245	3,250	3,255	3,260	3,286	52
Institutional	533	536	538	541	543	546	558	24
Total	**9,317**	**9,356**	**9,396**	**9,435**	**9,474**	**9,513**	**9,709**	**392**
Nonres. Floor Area (x1,000)								
Industrial	530	532	534	536	538	540	550	20
Commercial	2,222	2,235	2,249	2,262	2,276	2,289	2,356	134
Office / Other Services	993	995	996	998	999	1,001	1,009	16
Institutional	176	177	178	178	179	180	184	8
Total	**3,921**	**3,939**	**3,957**	**3,974**	**3,992**	**4,010**	**4,099**	**178**

AVERAGE WEEKDAY VEHICLE TRIPS

Sedona uses average weekday vehicle trips (AWVT) in the calculation of police and street facilities fees. Components used to determine AWVT include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more).

TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, with Sedona in two Public Use Microdata Areas (AZ PUMAs 400 and 500). Shown in Figure L14, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per household. Unadjusted vehicles per household are adjusted to control totals in Sedona – 1.77 vehicles per household.

Figure L14: Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons[1]	Vehicles Available[1]	Households[1]	Housing Mix	Unadjusted PPH	Adjusted PPH[2]	Unadjusted VPH	Adjusted VPH[2]
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per Hhld Based on Persons[3]	AWVTE per Hhld Based on Vehicles[4]	AWVTE per Household[5]
0-1	3.03	6.32	4.68
2	4.16	9.11	6.64
3	5.28	11.72	8.50
4	6.81	13.83	10.32
5+	7.62	15.69	11.66
Average	5.05	10.97	8.01

1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates.
3. Adjusted persons per household multiplied by national weighted average trip rate per person.
4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle.
5. Average trip rates based on persons and vehicles per household.

Vehicle Trip Ends by Housing Size

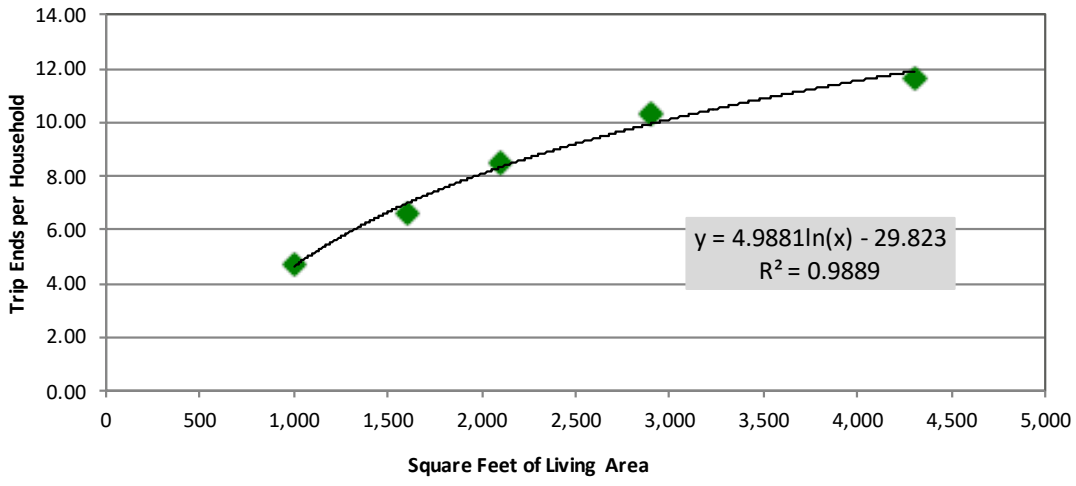
To derive average weekday vehicle trip ends by dwelling size, Tischler Bise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms.

Citywide average floor area and weekday vehicle trip ends, by bedroom range, are plotted in Figure L15 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends by household size in increments of 500 square feet. TischlerBise recommends a minimum fee based on a unit size of 700 square feet and a maximum fee for units 4,701 square feet or larger. For the upper threshold, each dwelling averages 12.81 vehicle trip ends.

Figure L15: Vehicle Trip Ends by Housing Size

Average weekday vehicle trips per household derived from 2017-2021 ACS 5-Year PUMS data for the area that includes Sedona. Unit size for 0-1 bedroom from the 2021 U.S. Census Bureau average for all multi-family units constructed in the Census West region. Unit size for all other bedrooms from the 2021 U.S. Census Bureau average for single-family units constructed in the Census West region.

Actual Averages per Household			Fitted-Curve Values	
Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
0-1	1,000	4.68	700 or less	3.97
2	1,600	6.64	701 to 1,200	5.11
3	2,100	8.50	1,201 to 1,700	6.49
4	2,900	10.32	1,701 to 2,200	8.00
5+	4,300	11.66	2,201 to 2,700	9.20
			2,701 to 3,200	10.28
			3,201 to 3,700	11.09
			3,701 to 4,200	11.73
			4,201 to 4,700	12.30
			4,701 or more	12.81



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for lodging development is Hotel (ITE 310) which generates 7.99 average weekday vehicle trip ends per room. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure L16: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for each type of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 59 percent to account for commuters leaving Sedona for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure L17, the U.S. Census Bureau's OnTheMap web application indicates 60 percent of resident workers traveled outside of Sedona for work in 2021. In combination, these factors (0.31 x 0.50 x 0.60 = 0.09) support the additional 9 percent allocation of trips to residential development.

Figure L17: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	3,136
Residents Living and Working in Sedona	1,268
Residents Commuting Outside Sedona for Work	1,868
Percent Commuting out of Sedona	60%
Additional Production Trips[1]	9%
Residential Trip Adjustment Factor	59%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.4) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 60 percent of Sedona's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.60 = 0.09) account for 9 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (9 percent of production trips) for a total of 59 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure L18, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Sedona's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development citywide generates 68,261 vehicle trips on an average weekday.

Figure L18: Average Weekday Vehicle Trips

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Residential	HU	Avg	8.00	59%	7,021	33,139
Industrial	KSF	130	4.87	50%	530	1,291
Commercial	KSF	820	37.01	33%	2,222	27,137
Office & Other Services	KSF	710	10.84	50%	993	5,382
Institutional	KSF	610	22.59	33%	176	1,312
Total						68,261

DEVELOPMENT PROJECTIONS

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2024 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure L19: Projections Summary

Sedona, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Peak Population[1]	**12,111**	**12,338**	**12,563**	**12,785**	**13,006**	**13,224**	**13,440**	**13,653**	**13,865**	**14,074**	**14,281**	**2,171**
Park Population[2]	**16,975**	**17,373**	**17,624**	**17,873**	**18,119**	**18,364**	**18,606**	**18,846**	**19,084**	**19,319**	**19,552**	**2,577**
Housing Units												
Single Family	5,922	5,962	6,001	6,039	6,076	6,111	6,146	6,179	6,211	6,242	6,272	350
Multi-Family	1,099	1,179	1,259	1,339	1,419	1,499	1,579	1,659	1,739	1,819	1,899	800
Total	**7,021**	**7,141**	**7,260**	**7,378**	**7,494**	**7,610**	**7,724**	**7,838**	**7,950**	**8,061**	**8,171**	**1,150**
Employment												
Industrial	832	835	838	842	845	848	851	854	857	860	864	31
Commercial	4,717	4,746	4,774	4,803	4,831	4,860	4,888	4,917	4,945	4,974	5,002	285
Office / Other Services	3,234	3,239	3,245	3,250	3,255	3,260	3,265	3,271	3,276	3,281	3,286	52
Institutional	533	536	538	541	543	546	548	550	553	555	558	24
Total	**9,317**	**9,356**	**9,396**	**9,435**	**9,474**	**9,513**	**9,553**	**9,592**	**9,631**	**9,670**	**9,709**	**392**
Nonres. Floor Area (x1,000)												
Industrial	530	532	534	536	538	540	542	544	546	548	550	20
Commercial	2,222	2,235	2,249	2,262	2,276	2,289	2,302	2,316	2,329	2,343	2,356	134
Office / Other Services	993	995	996	998	999	1,001	1,003	1,004	1,006	1,007	1,009	16
Institutional	176	177	178	178	179	180	181	182	182	183	184	8
Total	**3,921**	**3,939**	**3,957**	**3,974**	**3,992**	**4,010**	**4,028**	**4,046**	**4,063**	**4,081**	**4,099**	**178**

1. Peak population includes resident and seasonal
2. Park population includes resident, seasonal, and lodging

AVERAGE WEEKDAY VEHICLE TRIP PROJECTIONS

TischlerBise uses the projections shown below in the calculation of police and street facilities development fees.

Figure L20: Average Weekday Vehicle Trips Summary

Sedona, Arizona	Base	1	2	3	4	5	6	7	8	9	10	10-Year
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Increase
Residential Units	7,021	7,141	7,260	7,378	7,494	7,610	7,724	7,838	7,950	8,061	8,171	1,150
Industrial KSF	530	532	534	536	538	540	542	544	546	548	550	20
Commercial KSF	2,222	2,235	2,249	2,262	2,276	2,289	2,302	2,316	2,329	2,343	2,356	134
Office & Other Services KSF	993	995	996	998	999	1,001	1,003	1,004	1,006	1,007	1,009	16
Institutional KSF	176	177	178	178	179	180	181	182	182	183	184	8
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	36,459	36,994	37,523	38,048	38,567	5,428
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	36,459	36,994	37,523	38,048	38,567	5,428
Industrial Trips	1,291	1,296	1,300	1,305	1,310	1,315	1,320	1,325	1,330	1,335	1,339	49
Commercial Trips	27,137	27,301	27,464	27,628	27,792	27,955	28,119	28,283	28,446	28,610	28,774	1,637
Office & Other Services Trips	5,382	5,390	5,399	5,408	5,416	5,425	5,434	5,442	5,451	5,460	5,468	87
Institutional Trips	1,312	1,318	1,324	1,330	1,336	1,342	1,348	1,354	1,360	1,366	1,372	60
Nonresidential Trips	35,121	35,305	35,488	35,671	35,854	36,037	36,220	36,404	36,587	36,770	36,953	1,832
Total Vehicle Trips	**68,261**	**69,010**	**69,754**	**70,494**	**71,227**	**71,956**	**72,679**	**73,397**	**74,110**	**74,818**	**75,520**	**7,260**

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

The Parks and Recreational Facilities IIP includes components for park land, park amenities, shared-use paths, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for park amenities and shared-use paths. The plan-based methodology is used for park land and the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Parks and Recreational Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential based on functional population. TischlerBise estimates Sedona's 2021 park population equal to 16,683 persons. Based on 2021 estimates from the U.S. Census Bureau's OnTheMap web application, 4,818 inflow commuters traveled to Sedona for work in 2021. The proportionate share is based on cumulative impact days per year with a resident potentially impacting parks and recreational facilities 365 days per year and an inflow commuter potentially impacting parks and recreational facilities 250 days per year. For parks and recreational facilities, residential development generates 83 percent of demand and nonresidential development generates the remaining 17 percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Days per Year	Cumulative Impact Days per Year	Proportionate Share
Residential	16,683 persons[1]	365	6,089,244	83%
Nonresidential	4,818 inflow commuters[2]	250	1,204,500	17%
Total			7,293,744	100%

1. TischlerBise calculation; includes resident, peak, and lodging population, 2021.

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.4, 2021

Residential Impact: 365 days per year

Nonresidential Impact: 5 days per week X 50 weeks per year

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure PR2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per household. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure PR2: Ratio of Service Unit to Development Unit

Residential Development per Unit	
Unit Size	Persons per Household[1]
700 or less	1.00
701 to 1,200	1.26
1,201 to 1,700	1.62
1,701 to 2,200	1.98
2,201 to 2,700	2.36
2,701 to 3,200	2.61
3,201 to 3,700	2.83
3,701 to 4,200	2.99
4,201 to 4,700	3.14
4,701 or more	3.28
Lodging (per room)	1.89

Nonresidential Development per 1,000 Square Feet	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	1.57
Commercial	2.12
Office / Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Park Land – Plan-Based

Existing Level of Service

Sedona currently provides 144.10 acres of park land. To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona's existing LOS for residential development is 0.00705 acres per person (144.10 acres X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00263 acres per job (144.10 acres X 17 percent nonresidential share / 9,317 jobs).

Figure PR3: Existing Level of Service

Level-of-Service (LOS) Standards	
Existing Acres	144.10
Residential	
Residential Share	83%
2024 Park Population	16,975
Acres per Person	0.00705
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Acres per Job	0.00263

Source: Sedona Parks and Recreation Department

To maintain the existing level of service, Sedona needs to acquire 19.19 acres of park land to serve future development. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 18.16 acres (2,577 additional persons X 0.00705 acres per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 1.03 acres (392 additional jobs X 0.00263 acres per job).

Planned Level of Service

Due to the scarcity of potential park land sites, Sedona plans to acquire 5.0 acres of park land to serve future development during the next 10 years. Since this is fewer acres than needed to maintain the existing level of service, the analysis includes a downward adjustment to the existing level of service. To calculate the adjusted level of service, the analysis applies an adjustment factor of 26 percent (5.0 planned acres / 19.19 acres based on existing LOS) to the existing level of service. Sedona currently provides 37.5 adjusted acres (144.10 acres X 26 percent adjustment) to existing development.

To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona's adjusted LOS for residential development is 0.00184 adjusted acres per person (37.5 adjusted acres X 83 percent residential share / 16,975 persons). For nonresidential development, the adjusted LOS is 0.00069 adjusted acres per job (37.5 adjusted acres X 17 percent nonresidential share / 9,317 jobs).

Based on estimates provided by the Sedona Parks and Recreation Department, the cost to acquire park land is $500,000 per acre. For park land, the cost is $917.98 per person (0.00184 adjusted acres per person X $500,000 per acre) and $342.56 per job (0.00069 adjusted acres per job X $500,000 per acre).

Figure PR4: Planned Level of Service

Cost Factors	
Cost per Acre	$500,000

Level-of-Service (LOS) Standards	
Existing Acres	144.10
Adjustment	26%
Adjusted Acres	37.5
Residential	
Residential Share	83%
2024 Park Population	16,975
Adjusted Acres per Person	0.00184
Cost per Person	$917.98
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Adjusted Acres per Job	0.00069
Cost per Job	$342.56

Source: Sedona Parks and Recreation Department

Park Amenities – Incremental Expansion

Sedona currently provides 69 park amenities in its existing parks and plans to construct additional park amenities to serve future development. Based on recent and planned costs to construct park amenities, the total cost of Sedona's existing park amenities in the is $15,789,500. The weighted average cost is $228,833 per park amenity, and the analysis uses this as a proxy for future park amenity costs.

Figure PR5: Existing Park Amenities

Description	Units	Unit Cost	Total Cost
Baseball / Softball Field, Lighted	1	$900,000	$900,000
Basketball Court, Lighted	1	$180,000	$180,000
Basketball Court, Unlighted	1	$120,000	$120,000
Bike Park	1	$523,000	$523,000
Concession Building	1	$379,000	$379,000
Disc Golf	1	$90,000	$90,000
Dog Park	1	$444,000	$444,000
Fitness Trail	1	$100,000	$100,000
Parking Lot	12	$300,000	$3,600,000
Pickleball Court	8	$150,000	$1,200,000
Playground	3	$400,000	$1,200,000
Ramada	12	$74,000	$888,000
Restroom	6	$350,000	$2,100,000
Shade Structure	11	$45,000	$495,000
Skate Park	1	$852,000	$852,000
Soccer Field	1	$530,000	$530,000
Splash Pad	1	$400,000	$400,000
The Hub	1	$1,130,500	$1,130,500
Tennis Court, Lighted	2	$180,000	$360,000
Tennis Court, Unlighted	2	$110,000	$220,000
Volleyball Court (sand)	1	$78,000	$78,000
Total	69	$228,833	$15,789,500

Source: Sedona Parks and Recreation Department

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona's existing LOS for residential development is 0.00337 units per person (69 units X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00126 units per job (69 units X 17 percent nonresidential share / 9,317 jobs).

The weighted average cost of existing park amenities is $228,833 per unit ($15,789,500 total cost / 69 units), and the analysis uses this as a proxy for future park amenity costs. Sedona may use development fees to construct additional park amenities in existing or future parks. For park amenities, the cost is $772.01 per person (0.00337 units per person X $228,833 per unit) and $288.09 per job (0.00126 units per job X $228,833 per unit).

Figure PR6: Existing Level of Service

Cost Factors	
Weighted Average per Unit	$228,833

Level-of-Service (LOS) Standards	
Existing Units	69
Residential	
Residential Share	83%
2024 Park Population	16,975
Units per Person	0.00337
Cost per Person	$772.01
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Units per Job	0.00126
Cost per Job	$288.09

Source: Sedona Parks and Recreation Department

Shared-Use Paths – Incremental

Sedona currently provides 1.24 miles of shared-use paths in its existing parks and plans to construct additional shared-use paths to serve future development. Based on planned construction costs, the total cost of Sedona's existing shared-use paths is $680,777. The weighted average cost is $547,525 per mile, and the analysis uses this as a proxy for future shared-use path costs.

To allocate the proportionate share of demand for shared-use paths to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Sedona's existing LOS for residential development is 0.00006 miles per person (1.24 miles X 83 percent residential share / 16,975 persons). For nonresidential development, the existing LOS is 0.00002 miles per job (1.24 miles X 17 percent nonresidential share / 9,317 jobs).

The weighted average cost of existing shared-use paths is $547,525 per mile ($680,777 total cost / 1.24 miles), and the analysis uses this as a proxy for future shared-use path costs. Sedona may use development fees to construct additional shared-use paths in existing or future parks. For shared-use paths, the cost is $33.29 per person (0.00006 miles per person X $547,525 per mile) and $12.42 per job (0.00002 miles per job X $547,525 per mile).

Figure PR7: Existing Level of Service

Description	Miles	Unit Cost	Total Cost
Decomposed Granite	0.94	$300,000	$280,682
Concrete	0.31	$1,300,000	$400,095
Total	1.24	$547,525	$680,777

Cost Factors	
Weighted Average per Mile	$547,525

Level-of-Service (LOS) Standards	
Existing Shared-Use Paths (miles)	1.24
Residential	
Residential Share	83%
2024 Park Population	16,975
Miles per Person	0.00006
Cost per Person	$33.29
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Miles per Job	0.00002
Cost per Job	$12.42

Source: Sedona Parks and Recreation Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees totals $17,500. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is $10.46 per person and $15.17 per job.

Figure PR8: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	$17,500	Residential	83%	Park Population	1,388	$10.46
		Nonresidential	17%	Jobs	196	$15.17
Police	$18,000	Residential	69%	Police Population	1,113	$11.16
		Nonresidential	31%	Vehicle Trips	916	$6.09
Street	$20,820	All Development	100%	VMT	13,299	$1.56
Total	$56,320					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, Sedona's park population is expected to increase by 2,577 persons and employment is expected to increase by 392 jobs over the next 10 years. To maintain the desired levels of service, Sedona plans to acquire five acres of park land, construct approximately 9.2 park amenities, and construct approximately 0.17 miles of shared-use paths (this does not include shared-use paths within street rights of way included in the street facilities development fee). The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Park Land – Plan-Based

Sedona plans to acquire five acres of park land in the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 4.73 acres (2,577 additional persons X 0.00184 adjusted acres per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.27 acres (392 additional jobs X 0.00069 adjusted acres per job). This results in a cost of $2,500,000 (5.0 acres X $500,000 per acre).

Figure PR9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.00184 Adjusted Acres	per Person	$500,000
	0.00069 Adjusted Acres	per Job	

Demand for Park Land					
Year	Park Population	Jobs	Acres		
			Residential	Nonresidential	Total
2024	16,975	9,317	31.17	6.38	37.55
2025	17,373	9,356	31.90	6.41	38.31
2026	17,624	9,396	32.36	6.44	38.79
2027	17,873	9,435	32.81	6.46	39.28
2028	18,119	9,474	33.27	6.49	39.76
2029	18,364	9,513	33.72	6.52	40.23
2030	18,606	9,553	34.16	6.54	40.70
2031	18,846	9,592	34.60	6.57	41.17
2032	19,084	9,631	35.04	6.60	41.64
2033	19,319	9,670	35.47	6.63	42.09
2034	19,552	9,709	35.90	6.65	42.55
10-Yr Increase	2,577	392	4.73	0.27	5.00

Growth-Related Expenditures	$2,365,627	$134,373	$2,500,000

Park Amenities – Incremental Expansion

Sedona plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 8.7 park amenities (2,577 additional persons X 0.00337 units per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.5 park amenities (392 additional jobs X 0.00126 units per job). Future development demands 9.2 additional park amenities at a cost of $2,102,479 (9.2 units X $228,833 per unit). Sedona may use development fees to construct additional park amenities.

Figure PR10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00337 Units	per Person	$228,833
	0.00126 Units	per Job	

Demand for Park Amenities					
Year	Park Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	16,975	9,317	57.3	11.7	69.0
2025	17,373	9,356	58.6	11.8	70.4
2026	17,624	9,396	59.5	11.8	71.3
2027	17,873	9,435	60.3	11.9	72.2
2028	18,119	9,474	61.1	11.9	73.1
2029	18,364	9,513	62.0	12.0	73.9
2030	18,606	9,553	62.8	12.0	74.8
2031	18,846	9,592	63.6	12.1	75.7
2032	19,084	9,631	64.4	12.1	76.5
2033	19,319	9,670	65.2	12.2	77.4
2034	19,552	9,709	66.0	12.2	78.2
10-Yr Increase	2,577	392	8.7	0.5	9.2

Growth-Related Expenditures	$1,989,473	$113,006	$2,102,479

Shared-Use Paths – Incremental Expansion

Sedona plans to maintain its existing level of service for shared-use paths over the next 10 years. Based on a projected park population increase of 2,577 persons, future residential development demands an additional 0.16 miles of shared-use paths (2,577 additional persons X 0.00006 miles per person). With projected employment growth of 392 jobs, future nonresidential development demands an additional 0.01 miles of shared-use paths (392 additional jobs X 0.00002 miles per job). Future development demands 0.17 miles of shared-use paths at a cost of $90,650 (0.17 miles X $547,525 per amenity). Sedona may use development fees to construct additional shared-use paths.

Figure PR11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Shared-Use Paths	0.00006 Miles	per Person	$547,525
	0.00002 Miles	per Job	

Demand for Shared-Use Paths					
Year	Park Population	Jobs	Miles		
			Residential	Nonresidential	Total
2024	16,975	9,317	1.03	0.21	1.24
2025	17,373	9,356	1.06	0.21	1.27
2026	17,624	9,396	1.07	0.21	1.28
2027	17,873	9,435	1.09	0.21	1.30
2028	18,119	9,474	1.10	0.21	1.32
2029	18,364	9,513	1.12	0.22	1.33
2030	18,606	9,553	1.13	0.22	1.35
2031	18,846	9,592	1.15	0.22	1.36
2032	19,084	9,631	1.16	0.22	1.38
2033	19,319	9,670	1.17	0.22	1.39
2034	19,552	9,709	1.19	0.22	1.41
10-Yr Increase	2,577	392	0.16	0.01	0.17

Growth-Related Expenditures	$85,778	$4,872	$90,650

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona's construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

Infrastructure components and cost factors for parks and recreational facilities are summarized in the upper portion of Figure PR12. The cost per service unit is $1,733.74 per person and $658.24 per job.

Parks and recreational facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per household. The fee of $3,433 for a residential unit with 2,000 square feet is calculated using a cost per service unit of $1,733.74 per person multiplied by a demand unit of 1.98 persons per household.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of jobs per service unit. The fee of $1.03 per square foot of industrial development is derived from a cost per service unit of $658.24 per job, multiplied by a demand unit of 1.57 jobs per 1,000 square feet, and divided by 1,000.

Figure PR12: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Park Land	$917.98	$342.56
Park Amenities	$772.01	$288.09
Shared-Use Paths	$33.29	$12.42
Development Fee Report	$10.46	$15.17
Total	$1,733.74	$658.24

Residential Fees per Unit				
Unit Size	Persons per Household[1]	Proposed Fees	Current Fees	Difference
700 or less	1.00	$1,734	$717	$1,017
701 to 1,200	1.26	$2,185	$1,004	$1,181
1,201 to 1,700	1.62	$2,809	$1,363	$1,447
1,701 to 2,200	1.98	$3,433	$1,578	$1,856
2,201 to 2,700	2.36	$4,092	$1,721	$2,371
2,701 to 3,200	2.61	$4,525	$1,865	$2,661
3,201 to 3,700	2.83	$4,906	$2,008	$2,898
3,701 to 4,200	2.99	$5,184	$2,151	$3,033
4,201 to 4,700	3.14	$5,444	$2,223	$3,221
4,701 or more	3.28	$5,687	$2,295	$3,392
Lodging (per room)	1.89	$3,277	$1,434	$1,843

Nonresidential Fees per Square Foot				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.57	$1.03	$0.74	$0.29
Commercial	2.12	$1.40	$1.07	$0.33
Office / Other Services	3.26	$2.15	$1.36	$0.79
Institutional	3.03	$1.99	$0.42	$1.57

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development. Projected fee revenue shown in Figure PR13 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR12. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $4,191,084, and projected expenditures equal $4,710,629. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure PR13: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Park Land	$2,500,000	$0	$2,500,000
Park Amenities	$2,102,479	$0	$2,102,479
Shared-Use Paths	$90,650	$0	$90,650
Development Fee Report	$17,500	$0	$17,500
Total	$4,710,629	$0	$4,710,629

		Residential $3,433 per unit	Industrial $1.03 per sq ft	Commercial $1.40 per sq ft	Office / Other $2.15 per sq ft	Institutional $1.99 per sq ft
Year		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		$3,936,105	$20,431	$184,838	$33,938	$15,772

Projected Fee Revenue	$4,191,084
Total Expenditures	$4,710,629

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Police Facilities IIP includes components for police facilities, police vehicles, communication equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities, police vehicles, and communication equipment. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Police Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees will allocate the cost of police infrastructure between residential and nonresidential using functional population. Functional population is similar to what the U.S. Census Bureau calls "daytime population," by accounting for people living and working in a jurisdiction, but also considers commuting patterns and time spent at home and at nonresidential locations. The functional population approach allocates the cost of the police infrastructure to residential and nonresidential development based on the activity of residents and workers through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Sedona are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Sedona are assigned 14 hours to residential development, the remaining 10 hours in the day are assumed to be spent working outside of Sedona. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2021 functional population data, residential development accounts for 69 percent of the functional population, while nonresidential development accounts for 31 percent.

Figure P1: Proportionate Share

Demand Units in 2021					
Residential				Demand Hours/Day	Person Hours
	Peak Population	11,818			
	Residents Not Working		8,682	20	173,640
	Employed Residents		3,136		
	Employed in Sedona			1,268	14	17,752
	Employed outside Sedona			1,868	14	26,152
				Residential Subtotal		217,544
				Residential Share		**69%**
Nonresidential					
	Non-working Residents		8,682	4	34,728
	Jobs Located in Sedona		6,086		
	Residents Employed in Sedona			1,268	10	12,680
	Non-Resident Workers (inflow commuters)			4,818	10	48,180
				Nonresidential Subtotal		95,588
				Nonresidential Share		**31%**
				Total		313,132

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.4 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand for police services. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, police development fees would be disproportionately high for office and institutional development because these types of development typically have more employees per 1,000 square feet than commercial uses. If floor area were used as the demand indicator, police development fees would be disproportionately high for industrial development.

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure P2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per household. For nonresidential development, the table displays vehicle trips per thousand square feet of floor area.

Figure P2: Ratio of Service Unit to Development Unit

Residential Development per Unit	
Unit Size	Persons per Household[1]
700 or less	1.00
701 to 1,200	1.26
1,201 to 1,700	1.62
1,701 to 2,200	1.98
2,201 to 2,700	2.36
2,701 to 3,200	2.61
3,201 to 3,700	2.83
3,701 to 4,200	2.99
4,201 to 4,700	3.14
4,701 or more	3.28

Nonresidential Development per 1,000 Square Feet			
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Rate Adjustment	Avg Weekday Vehicle Trips
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office / Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45
Lodging (per room)	7.99	50%	4.00

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Police Facilities – Incremental Expansion

Sedona currently provides 20,354 square feet of police facilities to existing development, and Sedona plans to construct additional police facilities to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona's existing level of service for residential development is 1.1597 square feet per person (20,354 square feet X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.1797 square feet per vehicle trip (20,354 square feet X 31 percent nonresidential share / 35,121 vehicle trips).

Based on TischlerBise estimates, the construction cost for police facilities is $750 per square foot. Sedona may use development fees to construct or expand polices facilities to serve future development. For police facilities, the cost is $869.75 per person (1.1597 square feet per person X $750 per square foot) and $134.74 per vehicle trip (0.1797 square feet per vehicle trip X $750 per square foot).

Figure P3: Existing Level of Service

Description	Square Feet
Police Station	7,960
Parking Garage	11,227
Shooting Range	1,167
Total	20,354

Cost Factors	
Cost per Square Foot	$750

Level-of-Service (LOS) Standards	
Existing Square Feet	20,354
Residential	
Residential Share	69%
2024 Peak Population	12,111
Square Feet per Person	1.1597
Cost per Person	$869.75
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Square Feet per Vehicle Trip	0.1797
Cost per Vehicle Trip	$134.74

Source: Sedona Police Department

Police Vehicles – Incremental Expansion

Sedona has 49 police vehicles with a total cost of $4,076,600, and Sedona plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona's existing level of service for residential development is 0.0028 units per person (49 units X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.0004 units per vehicle trip (49 units X 31 percent nonresidential share / 35,121 vehicle trips).

Based on the total cost of Sedona's existing fleet of police vehicles, the weighted average cost is $83,196 per unit ($4,076,600 total cost / 49 units). Sedona may use development fees to expand its police vehicle fleet. For police vehicles, the cost is $232.26 per person (0.0028 units per person X $83,196 per unit) and $35.98 per vehicle trip (0.0004 units per vehicle trip X $$83,196 per unit).

Figure P4: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol Vehicle - Marked	31	$89,600	$2,777,600
Patrol Vehicle - Unmarked	12	$74,400	$892,800
Pickup Truck	3	$79,400	$238,200
Motorcycle	3	$56,000	$168,000
Total	49	$83,196	$4,076,600

Cost Factors	
Weighted Average per Unit	$83,196

Level-of-Service (LOS) Standards	
Existing Units	49
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0028
Cost per Person	$232.26
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0004
Cost per Vehicle Trip	$35.98

Source: Sedona Police Department

Communication Equipment – Incremental Expansion

Sedona has 58 units of communication equipment with a total cost of $2,819,100, and Sedona plans to acquire additional units to serve future development. To allocate the proportionate share of demand for communication equipment to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Sedona's existing level of service for residential development is 0.0033 units per person (58 units X 69 percent residential share / 12,111 persons). The nonresidential level of service is 0.0005 units per vehicle trip (58 units X 31 percent nonresidential share / 35,121 trips).

Based on the total cost of Sedona's existing communication equipment, the weighted average cost is $48,605 per unit ($2,819,100 total cost / 58 units). Sedona may use development fees to acquire additional communication equipment. For communication equipment, the cost is $160.62 per person (0.0033 units per person X $48,605 per unit) and $24.88 per trip (0.0005 units per trip X $48,605 per unit).

Figure P5: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Radio Infrastructure	1	$1,549,100	$1,549,100
Radios - Handheld	52	$3,000	$156,000
Dispatch Center Equipment	1	$64,500	$64,500
Dispatch Work Station	2	$25,800	$51,600
Spillman	1	$710,000	$710,000
Qwest / 911	1	$287,900	$287,900
Total	58	$48,605	$2,819,100

Cost Factors	
Weighted Average per Unit	$48,605

Level-of-Service (LOS) Standards	
Existing Units	58
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0033
Cost per Person	$160.62
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0005
Cost per Vehicle Trip	$24.88

Source: Sedona Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report equals $18,000. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $11.16 per person and $6.09 per vehicle trip.

Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	$17,500	Residential	83%	Park Population	1,388	$10.46
		Nonresidential	17%	Jobs	196	$15.17
Police	$18,000	Residential	69%	Police Population	1,113	$11.16
		Nonresidential	31%	Vehicle Trips	916	$6.09
Street	$20,820	All Development	100%	VMT	13,299	$1.56
Total	$56,320					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, Sedona's peak population is expected to increase by 2,171 persons and nonresidential vehicle trips are expected to increase by 1,832 over the next 10 years. To maintain the existing levels of service over the next 10 years, Sedona needs to construct approximately 2,846 square feet of facilities, acquire approximately 7 police vehicles, and acquire approximately 8 units of communication equipment. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

Sedona plans to maintain its existing level of service for police facilities over the next 10 years. Based on a projected peak population increase of 2,171 persons, future residential development demands an additional 2,517.2 square feet (2,171 additional persons X 1.1597 square feet per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 329.1 square feet (1,832 additional vehicle trips X 0.1797 square feet per vehicle trip). Future development demands approximately 2,846 square feet of police facilities at a cost of $2,134,713 (2,846.3 square feet X $750 per square foot). Sedona may use development fees to expand its police facilities.

Figure P7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	1.1597 Square Feet	per Person	$750
	0.1797 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	12,111	35,121	14,044.3	6,309.7	20,354.0
2025	12,338	35,305	14,307.6	6,342.6	20,650.2
2026	12,563	35,488	14,568.4	6,375.6	20,943.9
2027	12,785	35,671	14,826.5	6,408.5	21,235.0
2028	13,006	35,854	15,082.1	6,441.4	21,523.5
2029	13,224	36,037	15,335.1	6,474.3	21,809.4
2030	13,440	36,220	15,585.6	6,507.2	22,092.8
2031	13,653	36,404	15,833.4	6,540.1	22,373.5
2032	13,865	36,587	16,078.7	6,573.0	22,651.7
2033	14,074	36,770	16,321.4	6,605.9	22,927.3
2034	14,281	36,953	16,561.5	6,638.8	23,200.3
10-Yr Increase	2,171	1,832	2,517.2	329.1	2,846.3

Growth-Related Expenditures	$1,887,916	$246,797	$2,134,713

Police Vehicles – Incremental Expansion

Sedona plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 2,171 persons, future residential development demands an additional 6.1 units (2,171 additional persons X 0.0028 units per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 0.8 units (1,832 additional vehicle trips X 0.0004 units per vehicle trip). Future development demands approximately 6.9 units at a cost of $570,068 (6.9 units X $83,196 per unit). Sedona may use development fees to expand its police vehicle fleet.

Figure P8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0028 Units	per Person	$83,196
	0.0004 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	33.8	15.2	49.0
2025	12,338	35,305	34.4	15.3	49.7
2026	12,563	35,488	35.1	15.3	50.4
2027	12,785	35,671	35.7	15.4	51.1
2028	13,006	35,854	36.3	15.5	51.8
2029	13,224	36,037	36.9	15.6	52.5
2030	13,440	36,220	37.5	15.7	53.2
2031	13,653	36,404	38.1	15.7	53.9
2032	13,865	36,587	38.7	15.8	54.5
2033	14,074	36,770	39.3	15.9	55.2
2034	14,281	36,953	39.9	16.0	55.9
10-Yr Increase	2,171	1,832	6.1	0.8	6.9
Growth-Related Expenditures			$504,161	$65,906	$570,068

Communication Equipment – Incremental Expansion

Sedona plans to maintain its existing level of service for communication equipment over the next 10 years. Based on a projected population increase of 2,171 persons, future residential development demands an additional 7.2 units (2,171 additional persons X 0.0033 units per person). With projected nonresidential vehicle trip growth of 1,832 vehicle trips, future nonresidential development demands an additional 0.9 units (1,832 additional vehicle trips X 0.0005 units per vehicle trip). Future development demands approximately 8.1 units at a cost of $394,220 (8.1 units X $48,605 per unit).

Figure P9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communication Equipment	0.0033 Units	per Person	$48,605
	0.0005 Units	per Vehicle Trip	

Demand for Communication Equipment					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	40.0	18.0	58.0
2025	12,338	35,305	40.8	18.1	58.8
2026	12,563	35,488	41.5	18.2	59.7
2027	12,785	35,671	42.2	18.3	60.5
2028	13,006	35,854	43.0	18.4	61.3
2029	13,224	36,037	43.7	18.4	62.1
2030	13,440	36,220	44.4	18.5	63.0
2031	13,653	36,404	45.1	18.6	63.8
2032	13,865	36,587	45.8	18.7	64.5
2033	14,074	36,770	46.5	18.8	65.3
2034	14,281	36,953	47.2	18.9	66.1
10-Yr Increase	2,171	1,832	7.2	0.9	8.1

Growth-Related Expenditures	$348,644	$45,576	$394,220

POLICE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona's construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Infrastructure components and cost factors for police facilities are summarized in the upper portion of Figure P10. The cost per service unit is $1,273.79 per person and $201.69 per vehicle trip.

Police facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per household. The fee of $2,522 for a residential unit with 2,000 square feet is calculated using a cost per service unit of $1,273.79 per person multiplied by a demand unit of 1.98 persons per household.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of vehicle trips per service unit. The fee of $0.49 per square foot of industrial development is derived from a cost per service unit of $201.69 per job, multiplied by a demand unit of 2.44 vehicle trips per 1,000 square feet, and divided by 1,000.

Figure P10: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	$869.75	$134.74
Police Vehicles	$232.26	$35.98
Communication Equipment	$160.62	$24.88
Development Fee Report	$11.16	$6.09
Total	$1,273.79	$201.69

Residential Fees per Unit				
Unit Size	Persons per Household[1]	Proposed Fees	Current Fees	Difference
700 or less	1.00	$1,274	$468	$806
701 to 1,200	1.26	$1,605	$656	$949
1,201 to 1,700	1.62	$2,064	$890	$1,174
1,701 to 2,200	1.98	$2,522	$1,030	$1,492
2,201 to 2,700	2.36	$3,006	$1,124	$1,882
2,701 to 3,200	2.61	$3,325	$1,218	$2,108
3,201 to 3,700	2.83	$3,605	$1,311	$2,294
3,701 to 4,200	2.99	$3,809	$1,405	$2,404
4,201 to 4,700	3.14	$4,000	$1,452	$2,548
4,701 or more	3.28	$4,178	$1,498	$2,680

Nonresidential Fees per Square Foot				
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	2.44	$0.49	$0.16	$0.33
Commercial	12.21	$2.46	$0.83	$1.63
Office / Other Services	5.42	$1.09	$0.32	$0.77
Institutional	7.45	$1.50	$0.43	$1.07
Lodging (per room)	4.00	$807	$278	$529

1. See Land Use Assumptions

Police Facilities Development Fee Revenue

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for police facilities needed to accommodate new development. Projected fee revenue shown in Figure P11 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for police facilities shown in Figure P10. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $3,251,792, and projected expenditures equal $3,117,001. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure P11: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	$2,134,713	$0	$2,134,713
Police Vehicles	$570,068	$0	$570,068
Communication Equipment	$394,220	$0	$394,220
Development Fee Report	$18,000	$0	$18,000
Total	$3,117,001	$0	$3,117,001

		Residential $2,522 per unit	Industrial $0.49 per sq ft	Commercial $2.46 per sq ft	Office / Other $1.09 per sq ft	Institutional $1.50 per sq ft
Year		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		$2,888,021	$9,694	$325,011	$17,226	$11,839

Projected Fee Revenue	$3,251,792
Total Expenditures	$3,117,001

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

> *"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon."*

The Street Facilities IIP includes components for street improvements, shared-use paths, intersection improvements, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for street improvements, shared-use paths, and intersection improvements. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

Sedona uses a citywide service area for the Street Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Sedona will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more).

TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, with Sedona in two Public Use Microdata Areas (AZ PUMAs 400 and 500). Shown in Figure S1, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per household. Unadjusted vehicles per household are adjusted to control totals in Sedona – 1.98 vehicles per unit.

Figure S1: Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons[1]	Vehicles Available[1]	Households[1]	Housing Mix	Unadjusted PPH	Adjusted PPH[2]	Unadjusted VPH	Adjusted VPH[2]
0-1	770	614	548	8%	1.41	1.19	1.12	1.02
2	3,685	3,100	1,915	27%	1.92	1.63	1.62	1.47
3	9,143	7,733	3,729	52%	2.45	2.07	2.07	1.89
4	2,636	2,047	834	12%	3.16	2.67	2.45	2.23
5+	637	500	180	2%	3.54	2.99	2.78	2.53
Total	16,871	13,994	7,206	100%	2.34	1.98	1.94	1.77

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Sedona Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Weighted Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per Hhld Based on Persons[3]	AWVTE per Hhld Based on Vehicles[4]	AWVTE per Household[5]
0-1	3.03	6.32	4.68
2	4.16	9.11	6.64
3	5.28	11.72	8.50
4	6.81	13.83	10.32
5+	7.62	15.69	11.66
Average	5.05	10.97	8.01

1. American Community Survey, Public Use Microdata Sample for AZ PUMAs 400 and 500 (2017-2021 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Sedona, based on American Community Survey 2017-2021 5-Year Estimates.
3. Adjusted persons per household multiplied by national weighted average trip rate per person.
4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle.
5. Average trip rates based on persons and vehicles per household.

Vehicle Trip Ends by Housing Size

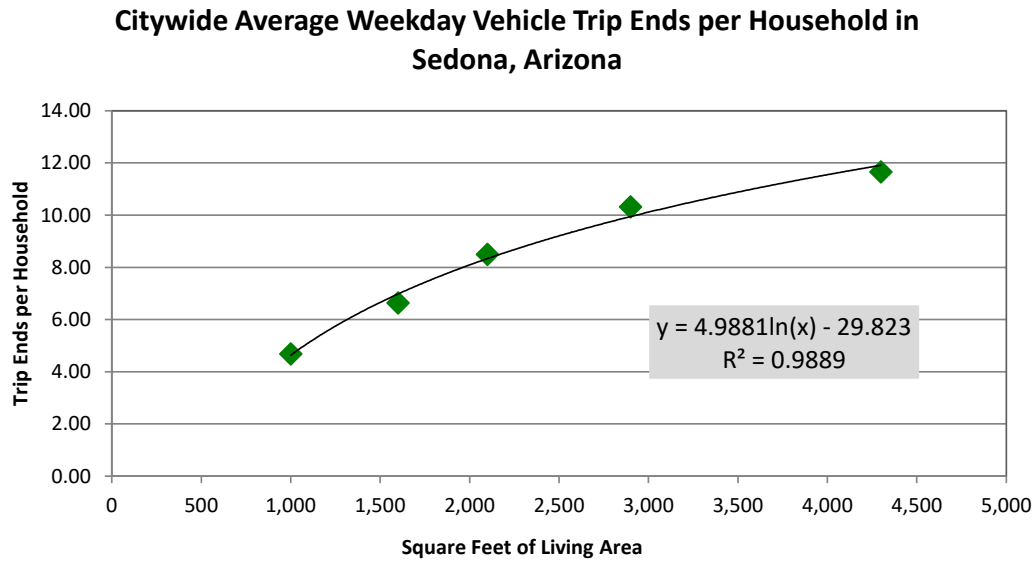
To derive average weekday vehicle trip ends by dwelling size, Tischler Bise uses 2021 U.S. Census Bureau data for housing units constructed in the west region. Based on 2021 estimates, living area ranges from 1,000 square feet for households with zero to one bedroom up to 4,300 square feet for households with five or more bedrooms. Citywide average floor area and weekday vehicle trip ends, by bedroom range, are plotted in Figure S2 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends by housing unit size in increments of 500 square feet. TischlerBise recommends a minimum fee based on a unit size of 700 square feet and a maximum fee for units 4,701 square feet or larger. For the upper threshold, each dwelling averages 12.81 vehicle trip ends.

A medium-size residential unit in Sedona with 1,701 to 2,200 square feet has a fitted-curve value of 8.00 vehicle trip ends on an average weekday. A small unit of 700 square feet or less would pay 49 percent of the street fee paid by a medium-size unit. A large unit of 4,701 square feet or more would pay 160 percent of the street fee paid by a medium-size unit. With a "one-size-fits-all" approach, small units pay more than their proportionate share while large units pay less than their proportionate share. An average fee that does not vary by size makes small units less affordable and essentially subsidizes larger units.

Figure S2: Vehicle Trip Ends by Housing Size

Average weekday vehicle trips per household derived from 2017-2021 ACS 5-Year PUMS data for the area that includes Sedona. Unit size for 0-1 bedroom from the 2021 U.S. Census Bureau average for all multi-family units constructed in the Census West region. Unit size for all other bedrooms from the 2021 U.S. Census Bureau average for single-family units constructed in the Census West region.

Actual Averages per Household			Fitted-Curve Values	
Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
0-1	1,000	4.68	700 or less	3.97
2	1,600	6.64	701 to 1,200	5.11
3	2,100	8.50	1,201 to 1,700	6.49
4	2,900	10.32	1,701 to 2,200	8.00
5+	4,300	11.66	2,201 to 2,700	9.20
			2,701 to 3,200	10.28
			3,201 to 3,700	11.09
			3,701 to 4,200	11.73
			4,201 to 4,700	12.30
			4,701 or more	12.81



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure S3: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 59 percent to account for commuters leaving Sedona for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S4, the U.S. Census Bureau's OnTheMap web application indicates 60 percent of resident workers traveled outside of Sedona for work in 2021. In combination, these factors (0.31 x 0.50 x 0.60 = 0.09) support the additional nine percent allocation of trips to residential development.

Figure S4: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	3,136
Residents Living and Working in Sedona	1,268
Residents Commuting Outside Sedona for Work	1,868
Percent Commuting out of Sedona	60%
Additional Production Trips[1]	9%
Residential Trip Adjustment Factor	59%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.4) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 60 percent of Sedona's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.60 = 0.09) account for 9 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (9 percent of production trips) for a total of 59 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S5, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Sedona's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Sedona's existing citywide development generates 68,261 vehicle trips on an average weekday.

Figure S5: Average Weekday Vehicle Trips by Land Use

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Residential	HU	Avg	8.00	59%	7,021	33,139
Industrial	KSF	130	4.87	50%	530	1,291
Commercial	KSF	820	37.01	33%	2,222	27,137
Office & Other Services	KSF	710	10.84	50%	993	5,382
Institutional	KSF	610	22.59	33%	176	1,312
Total						68,261

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6a, Table 6b, and Table 6c of the 2017 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 75 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

Local Trip Lengths

According to recent estimates, Sedona provides approximately 27.43 lane miles of arterials and collectors citywide. Using a capacity standard of 8,000 vehicles per lane mile, Sedona's existing network provides 219,415 vehicle miles of capacity (27.43 lane miles X 8,000 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in Sedona. As shown in Figure S5, citywide development currently attracts 68,261 average weekday vehicle trips. Dividing 219,415 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 3.214 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 3.378 miles.

Local Vehicle Miles Traveled

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays the number of VMT per household. For nonresidential development, the table displays VMT per thousand square feet of floor area.

Figure S6: Ratio of Service Unit to Development Unit

Residential Development per Unit					
Unit Size	AWVTE per unit[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
700 or less	3.97	59%	3.378	117%	9.26
701 to 1,200	5.11	59%	3.378	117%	11.92
1,201 to 1,700	6.49	59%	3.378	117%	15.13
1,701 to 2,200	8.00	59%	3.378	117%	18.65
2,201 to 2,700	9.20	59%	3.378	117%	21.45
2,701 to 3,200	10.28	59%	3.378	117%	23.97
3,201 to 3,700	11.09	59%	3.378	117%	25.86
3,701 to 4,200	11.73	59%	3.378	117%	27.35
4,201 to 4,700	12.30	59%	3.378	117%	28.68
4,701 or more	12.81	59%	3.378	117%	29.87

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
Industrial	4.87	50%	3.378	73%	6.00
Commercial	37.01	33%	3.378	75%	30.94
Office / Other Services	10.84	50%	3.378	73%	13.37
Institutional	22.59	33%	3.378	73%	18.38
Lodging (per room)	7.99	50%	3.378	75%	10.12

1. See Land Use Assumptions

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development includes an additional 1,150 housing units and 178,000 square feet of nonresidential floor area over the next 10 years. Based on the trip generation factors discussed in this section, projected development generates an additional 26,080 VMT over the next 10 years. Shown below in Figure S7, Sedona needs to construct approximately 3.26 lane miles of street improvements, 0.95 miles of shared-use paths, and 0.36 intersection improvements over the next 10 years to maintain the existing levels of service.

Figure S7: Projected Travel Demand

Development Type	Development Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Length Adj	Weekday VMT
Residential	HU	Avg	4.72	3.38	117%	18.65
Industrial	KSF	130	2.44	3.38	73%	6.00
Commercial	KSF	820	12.21	3.38	75%	30.94
Office & Other Services	KSF	710	5.42	3.38	73%	13.37
Institutional	KSF	610	7.45	3.38	73%	18.38

VMC Per Lane Mile	8,000
Average Trip Length (miles)	3.378

Sedona, Arizona	Base	1	2	3	4	5	10	10-Year Increase
	2024	2025	2026	2027	2028	2029	2034	
Residential Units	7,021	7,141	7,260	7,378	7,494	7,610	8,171	1,150
Industrial KSF	530	532	534	536	538	540	550	20
Commercial KSF	2,222	2,235	2,249	2,262	2,276	2,289	2,356	134
Office & Other Services KSF	993	995	996	998	999	1,001	1,009	16
Institutional KSF	176	177	178	178	179	180	184	8
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	38,567	5,428
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	38,567	5,428
Industrial Trips	1,291	1,296	1,300	1,305	1,310	1,315	1,339	49
Commercial Trips	27,137	27,301	27,464	27,628	27,792	27,955	28,774	1,637
Office & Other Services Trips	5,382	5,390	5,399	5,408	5,416	5,425	5,468	87
Institutional Trips	1,312	1,318	1,324	1,330	1,336	1,342	1,372	60
Nonresidential Trips	35,121	35,305	35,488	35,671	35,854	36,037	36,953	1,832
Total Vehicle Trips	**68,261**	**69,010**	**69,754**	**70,494**	**71,227**	**71,956**	**75,520**	**7,260**
Vehicle Miles Traveled (VMT)	**219,415**	**222,117**	**224,797**	**227,457**	**230,096**	**232,714**	**245,495**	**26,080**
Lane Miles (Total)	27.43	27.76	28.10	28.43	28.76	29.09	30.69	3.26
Lane Miles Cost (Annual)		$1,012,983	$1,005,210	$997,438	$989,665	$981,892	$943,028	$9,780,056
Shared-Use Paths (Total)	7.97	8.07	8.17	8.26	8.36	8.45	8.92	0.95
Shared-Use Paths Cost (Annual)		$102,875	$102,086	$101,296	$100,507	$99,718	$95,771	$993,230
Improved Intersections (Total)	3.00	3.04	3.07	3.11	3.15	3.18	3.36	0.36
Impr. Intersections Cost (Annual)		$155,649	$154,454	$153,260	$152,066	$150,872	$144,900	$1,502,743

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Street Improvements – Incremental Expansion

Sedona currently provides approximately 27.43 lane miles of arterial and collector streets to existing development, and Sedona plans to construct additional street improvements to serve future development. Sedona's existing level of service is 1.25 lane miles per 10,000 VMT (27.43 lane miles / (219,415 VMT / 10,000)).

Based on Public Works Department estimates of recent and planned street improvements, the construction cost for street improvements is $3,000,000 per lane mile. The analysis uses this cost as a proxy for future growth-related street improvement costs, and Sedona may use development fees to construct street improvements to serve future development. For street improvements, the cost is $375.00 per VMT (1.25 lane miles per 10,000 VMT / 10,000 X $3,000,000 per lane mile).

Figure S8: Existing Level of Service

Cost Factors	
Cost per Lane Mile	$3,000,000

Level-of-Service (LOS) Standards	
Existing Lane Miles	27.43
2024 VMT	219,415
Lane Miles per 10,000 VMT	1.25
Cost per VMT	$375.00

Source: Sedona Public Works Department

Shared-Use Paths – Incremental Expansion

Sedona currently provides 7.97 miles of shared-use paths within street rights of way to existing development, and Sedona plans to construct additional shared-use paths to serve future development. Sedona's current level of service for shared-use paths is 0.3633 miles per 10,000 VMT (7.97 miles of shared-use paths / (219,415 VMT / 10,000)).

The weighted average cost of Sedona's existing shared-use paths is $1,048,366 per mile ($8,356,155 total cost / 7.97 miles), and the analysis uses this cost as a proxy for future growth-related shared-use path costs. Sedona may use development fees to construct additional shared-use paths within street rights of way. The cost for shared-use paths is $38.08 per VMT (0.3633 miles per 10,000 VMT / 10,000 X $1,048,366 per mile).

Figure S9: Existing Level of Service

Shared-Use Path Type	Miles	Unit Cost	Total Cost
Decomposed Granite	2.01	$300,000	$601,705
Concrete	5.96	$1,300,000	$7,754,451
Total	7.97	$1,048,366	$8,356,155

Cost Factors	
Weighted Average Cost per Mile	$1,048,366

Level-of-Service (LOS) Standards	
Existing Miles	7.97
2024 VMT	219,415
Miles per 10,000 VMT	0.3633
Cost per VMT	$38.08

Source: Sedona Public Works Department

Intersection Improvements – Incremental Expansion

Sedona currently provides 3.0 intersection improvements to existing development, and Sedona plans to construct additional intersection improvements to serve future development. Sedona's current level of service for intersection improvements is 0.1367 intersections per 10,000 VMT (3.0 intersection improvements / (219,415 VMT / 10,000)).

The Sedona Public Works Department provided construction costs for three future intersection improvements equal to $12,642,751. The weighted average cost of these intersection improvements is $4,214,250 per intersection ($12,642,751/ 3.0 intersection improvements), and the analysis uses this cost as a proxy for future growth-related intersection improvement costs. Sedona may use development fees to construct these improvements or to construct other growth-related intersection improvements. The cost for intersection improvements is $57.62 per VMT (0.1367 intersection improvements per 10,000 VMT / 10,000 X $4,214,250 per intersection).

Figure S10: Existing Level of Service

Cost Factors	
Ranger Rd / Brewer Rd RAB (SIM-05d)	$6,274,993
Ranger Rd / SR 179 (SIM-04e)	$1,072,500
Forest Rd / Ranger Rd / SR 89A (SIM-05e)	$5,295,258
Total	$12,642,751
Average	**$4,214,250**

Level-of-Service (LOS) Standards	
Existing Intersection Improvements	3.0
2024 VMT	219,415
Intersection Improvements per 10,000 VMT	0.1367
Cost per VMT	$57.62

Source: Sedona Public Works Department

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report equals $20,820. Sedona plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $1.56 per VMT.

Figure S11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	$17,500	Residential	83%	Park Population	1,388	$10.46
		Nonresidential	17%	Jobs	196	$15.17
Police	$18,000	Residential	69%	Police Population	1,113	$11.16
		Nonresidential	31%	Vehicle Trips	916	$6.09
Street	$20,820	All Development	100%	VMT	13,299	$1.56
Total	$56,320					

Street Facilities Development Fees

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Sedona's construction transaction privilege tax rate does not exceed the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Infrastructure components and cost factors for street facilities are summarized in the upper portion of Figure S12. The cost per service unit is $472.26 per VMT.

Street facilities fees for residential development are calculated per housing unit, based on unit size, and vary proportionately according to the number of VMT per household. The fee of $8,808 for a residential unit with 2,000 square feet is calculated using a cost per service unit of $472.26 per VMT multiplied by a demand unit of 18.65 VMT per unit.

Nonresidential development fees are calculated per square foot and vary proportionately according to the number of VMT per service unit. The fee of $2.83 per square foot of industrial development is calculated using a cost per service unit of $472.26 per VMT, multiplied by a demand unit of 6.00 VMT per 1,000 square feet, and divided by 1,000.

Figure S12: Street Facilities Development Fees

Fee Component	Cost per VMT
Street Improvements	$375.00
Shared-Use Paths	$38.08
Intersection Improvements	$57.62
Development Fee Report	$1.56
Total	$472.26

Residential Fees per Unit				
Unit Size	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
700 or less	9.26	$4,373	$2,088	$2,285
701 to 1,200	11.92	$5,629	$2,831	$2,798
1,201 to 1,700	15.13	$7,145	$3,580	$3,566
1,701 to 2,200	18.65	$8,808	$4,134	$4,675
2,201 to 2,700	21.45	$10,130	$4,574	$5,556
2,701 to 3,200	23.97	$11,320	$4,943	$6,377
3,201 to 3,700	25.86	$12,213	$5,256	$6,957
3,701 to 4,200	27.35	$12,916	$5,526	$7,390
4,201 to 4,700	28.68	$13,544	$5,767	$7,777
4,701 or more	29.87	$14,106	$5,985	$8,121

Nonresidential Fees per Square Foot				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	6.00	$2.83	$1.18	$1.65
Commercial	30.94	$14.61	$5.36	$9.25
Office / Other Services	13.37	$6.31	$2.32	$3.99
Institutional	18.38	$8.68	$3.07	$5.61
Lodging (per room)	10.12	$4,779	$1,990	$2,789

1. See Land Use Assumptions

Street Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure S13 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $12,293,830 and projected expenditures equal $12,296,849. Since Sedona will assess residential development fees based on unit size, and the analysis projects residential development fee revenue based on a residential unit with 2,000 square feet (average size residential unit), actual development fee revenue will vary based on the actual mix of future residential units.

Figure S13: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Street Improvements	$9,780,056	$0	$9,780,056
Shared-Use Paths	$993,230	$0	$993,230
Intersection Improvements	$1,502,743	$0	$1,502,743
Development Fee Report	$20,820	$0	$20,820
Total	$12,296,849	$0	$12,296,849

Year		Residential $8,808 per unit	Industrial $2.83 per sq ft	Commercial $14.61 per sq ft	Office / Other $6.31 per sq ft	Institutional $8.68 per sq ft
		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,021	530	2,222	993	176
Year 1	2025	7,141	532	2,235	995	177
Year 2	2026	7,260	534	2,249	996	178
Year 3	2027	7,378	536	2,262	998	178
Year 4	2028	7,494	538	2,276	999	179
Year 5	2029	7,610	540	2,289	1,001	180
Year 6	2030	7,724	542	2,302	1,003	181
Year 7	2031	7,838	544	2,316	1,004	182
Year 8	2032	7,950	546	2,329	1,006	182
Year 9	2033	8,061	548	2,343	1,007	183
Year 10	2034	8,171	550	2,356	1,009	184
10-Year Increase		1,150	20	134	16	8
Projected Revenue		$10,112,471	$56,436	$1,954,737	$100,859	$69,326

Projected Fee Revenue	$12,293,830
Total Expenditures	$12,296,849

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

> *"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."*

ARS § 9-463.05(B)(12) states,

> *"The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."*

REVENUE PROJECTIONS

Sedona does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, Sedona provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. Sedona directs the revenues shown below to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

NOTE TO STAFF: WE NEED TO PROJECT FUTURE REVENUE.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience".

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreational	$17,500	Residential	83%	Park Population	1,388	$10.46
		Nonresidential	17%	Jobs	196	$15.17
Police	$18,000	Residential	69%	Police Population	1,113	$11.16
		Nonresidential	31%	Vehicle Trips	916	$6.09
Street	$20,820	All Development	100%	VMT	13,299	$1.56
Total	$56,320					

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family:

3. Includes units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
1. Includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, commercial includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, industrial includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, institutional includes schools, universities, churches, daycare facilities, and government buildings.

Lodging: Establishments primarily engaged in providing sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

Office / Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services; and lodging facilities. By way of example, Office and Other services includes banks, business offices; hotels and motels; assisted-living facilities, nursing homes and hospitals.

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DRAFT Land Use Assumptions, Infrastructure Improvements Plan, and Development Fees

Sedona, Arizona
August 13, 2024

Bethesda, MD | 301.320.6900
TischlerBise.com

Overview

- **Development Fee Basics**
- **Project Timeline**
- **Land Use Assumptions (LUA)**
- **Infrastructure Improvements Plan (IIP)**
  - Parks and Recreational
  - Police
  - Street
- **Fee Summary**

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Development Fee Basics

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- **One-time payment for growth-related infrastructure, usually collected when building permits are issued**
- **Can't be used for operations, maintenance, or replacement**
- **Not a tax, but more like a contractual arrangement to build growth-related infrastructure**
- **Three requirements:**
  - Need (system improvements, not project-level improvements)
  - Benefit
    - Short range expenditures
    - Geographic service areas and/or benefit districts
  - Proportionate to demand

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AZ Legislation: Development Fees

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- **Three Integrated Products:**
  - **Land Use Assumptions:** 10+ years
  - **Infrastructure Improvements Plan (IIP):** limited to 10 years
  - **Development Fees:** part of broader revenue strategy
- **Level of service (LOS)**
  - May not exceed what is provided to existing development
  - Higher LOS must be paired with non-development fee funding source to cover existing development's share
- **Limitations on necessary public services**
  - Parks: 30 acres unless direct benefit to development
  - Public Safety: No regional training facilities

Fee Methodologies

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- **Cost Recovery Approach (Past)**
  - Future development is “buying in” to the cost the community has already incurred to provide growth-related capacity
  - Common in communities approaching buildout
- **Incremental Expansion Approach (Present)**
  - Formula-based approach based on existing levels of service
  - Fee is based on the current cost to replicate existing levels of service (i.e., replacement cost)
- **Plan-Based Approach (Future)**
  - Usually reflects an adopted CIP or master plan
  - Growth-related costs are more refined

Evaluate Need for Credits

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- **Site specific**
  - Developer constructs a capital facility included in fee calculations
- **Debt service**
  - Avoid double payment due to existing or future bonds
- **Dedicated revenues**
  - Property tax, local option sales tax, gas tax, etc.

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Project Timeline

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- **October 2023:** Project Initiation Meeting

LUA & IIP

- **June 1:** Advertise LUA & IIP (60 days)
- **Aug 13:** LUA & IIP - Public Hearing (30 days)
- **Sept 24:** LUA & IIP - Adoption

Dev Fees

- **Sept 25:** Development Fees - Advertise (30 days)
- **Nov 12:** Development Fees - Public Hearing (30 days)
- **Jan 14, 2025:** Development Fees - Adoption (75 days)
- **March 31:** Development Fees - Effective

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Residential Occupancy Factors

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Occupancy by Housing Type

Most AZ cities use this. →

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family[1]	8,585	4,284	**2.00**	5,494	1.56	85.5%	22.02%
Multi-Family[2]	1,135	618	**1.84**	932	1.22	14.5%	33.69%
Total	9,720	4,902	**1.98**	6,426	1.51	100.0%	23.72%

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

1. Includes detached, attached (townhouse), and mobile home units.
2. Includes dwellings in structures with two or more units, RVs, and all other units.

Limited incentive to build smaller units.

Smaller units subsidize larger units.

Occupancy by Housing Size

Sedona uses this. →

Average persons per household derived from 2017-2021 ACS 5-Year PUMS data for the area that includes Sedona. Unit size for 0-1 bedroom from the 2021 U.S. Census Bureau average for all multi-family units constructed in the Census West region. Unit size for all other bedrooms from the 2021 U.S. Census Bureau average for single-family units constructed in the Census West region.

Actual Averages per Household			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
0-1	1,000	1.19	700 or less	1.00
2	1,600	1.63	701 to 1,200	1.26
3	2,100	2.07	1,201 to 1,700	1.62
4	2,900	2.67	1,701 to 2,200	1.98
5+	4,300	2.99	2,201 to 2,700	2.36
			2,701 to 3,200	2.61
			3,201 to 3,700	2.83
			3,701 to 4,200	2.99
			4,201 to 4,700	3.14
			4,701 or more	3.28

Provides incentive to build smaller units.

Fees more proportionate to demand.

For example, 700 sq ft unit pays 38% of fees paid by 3,000 sq ft unit (1.00 PPH / 2.61 PPH = 0.38)

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Residential Trends

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- **Land scarcity will likely affect future residential development**
- **Recent Permits**
  - Single-Family Units: 55 per year
  - Multi-Family Units: 33 per year
- **Future Permits**
  - Single-Family Units: 40 per year in 2025, declining to 30 per year in 2034
  - Multi-Family Units: 80 per year

Year	Single Family	Multi-Family	Total
2020	62	0	62
2021	66	84	150
2022	57	1	58
2023[1]	34	46	80
Total	219	131	350
Average	55	33	88

Source: Sedona Community Development Department

1. Through September 2023

Nonresidential Trends

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- **Recent Permits**
  - Industrial: 1,700 sq ft per year
  - Commercial: 11,100 sq ft per year
  - Office: 1,300 sq ft per year
  - Institutional: 700 sq ft per year
  - Lodging: 16 rooms per year

	Permitted Square Feet		
Development Type	2021-2023 Total	2021-2023 Avg Annual	Future Avg Annual
Industrial	4,960	1,653	2,000
Commercial	33,414	11,138	13,400
Office	3,907	1,302	1,600
Institutional	2,000	667	800
Total	44,281	14,760	17,800

Source: Sedona Community Development Department

- **Future Permits +20%**
  - Industrial: 2,000 sq ft per year
  - Commercial: 13,400 sq ft per year
  - Office: 1,600 sq ft per year
  - Institutional: 800 sq ft per year
  - Lodging: 22 rooms per year (90 rooms in 2025 and 125 rooms over the next 9 years)

Development Projections

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Sedona, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Population												
Peak Population[1]	**12,111**	**12,338**	**12,563**	**12,785**	**13,006**	**13,224**	**13,440**	**13,653**	**13,865**	**14,074**	**14,281**	**2,171**
Park Population[2]	**16,975**	**17,373**	**17,624**	**17,873**	**18,119**	**18,364**	**18,606**	**18,846**	**19,084**	**19,319**	**19,552**	**2,577**
Housing Units												
Single Family	5,922	5,962	6,001	6,039	6,076	6,111	6,146	6,179	6,211	6,242	6,272	350
Multi-Family	1,099	1,179	1,259	1,339	1,419	1,499	1,579	1,659	1,739	1,819	1,899	800
Total	**7,021**	**7,141**	**7,260**	**7,378**	**7,494**	**7,610**	**7,724**	**7,838**	**7,950**	**8,061**	**8,171**	**1,150**
Employment												
Industrial	832	835	838	842	845	848	851	854	857	860	864	31
Commercial	4,717	4,746	4,774	4,803	4,831	4,860	4,888	4,917	4,945	4,974	5,002	285
Office / Other Services	3,234	3,239	3,245	3,250	3,255	3,260	3,265	3,271	3,276	3,281	3,286	52
Institutional	533	536	538	541	543	546	548	550	553	555	558	24
Total	**9,317**	**9,356**	**9,396**	**9,435**	**9,474**	**9,513**	**9,553**	**9,592**	**9,631**	**9,670**	**9,709**	**392**
Nonres. Floor Area (x1,000)												
Industrial	530	532	534	536	538	540	542	544	546	548	550	20
Commercial	2,222	2,235	2,249	2,262	2,276	2,289	2,302	2,316	2,329	2,343	2,356	134
Office / Other Services	993	995	996	998	999	1,001	1,003	1,004	1,006	1,007	1,009	16
Institutional	176	177	178	178	179	180	181	182	182	183	184	8
Total	**3,921**	**3,939**	**3,957**	**3,974**	**3,992**	**4,010**	**4,028**	**4,046**	**4,063**	**4,081**	**4,099**	**178**

1. Peak population includes resident and seasonal
2. Park population includes resident, seasonal, and lodging

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Parks and Recreational IIP

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- **Service Area: Citywide**
- **Fee Components**
  - Park Land: Plan-Based
  - Park Amenities: Incremental
  - Shared-Use Paths: Incremental
- **10-Year Demand**
  - Park Land: 5 acres, $2.5 million
  - Park Amenities: 9 units, $2.1 million
  - Shared-Use Paths: 0.17 miles, $91k

Park Land (Plan-Based)

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The existing LOS supports acquisition of 19 acres during the next 10 years, but this may be unrealistic due to land scarcity.

The analysis includes an adjustment to acquire only 5 acres of park land.

Cost Factors	
Cost per Acre	$500,000

Using recent land acquisitions as a proxy for future land acquisition costs.

Level-of-Service (LOS) Standards	
Existing Acres	144.10
Adjustment	26%
Adjusted Acres	37.5
Residential	
Residential Share	83%
2024 Park Population	16,975
Adjusted Acres per Person	0.00184
Cost per Person	$917.98
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Adjusted Acres per Job	0.00069
Cost per Job	$342.56

Source: Sedona Parks and Recreation Department

Sedona provides 0.00184 adjusted acres per person for residential development in 2024.

Sedona provides 0.00069 adjusted acres per job to nonresidential development in 2024.

To maintain the adjusted level of service, Sedona needs to acquire 5 acres of park land to serve future development.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.00184 Adjusted Acres	per Person	$500,000
	0.00069 Adjusted Acres	per Job	

Demand for Park Land					
Year	Park Population	Jobs	Acres		
			Residential	Nonresidential	Total
2024	16,975	9,317	31.17	6.38	37.55
2025	17,373	9,356	31.90	6.41	38.31
2026	17,624	9,396	32.36	6.44	38.79
2027	17,873	9,435	32.81	6.46	39.28
2028	18,119	9,474	33.27	6.49	39.76
2029	18,364	9,513	33.72	6.52	40.23
2030	18,606	9,553	34.16	6.54	40.70
2031	18,846	9,592	34.60	6.57	41.17
2032	19,084	9,631	35.04	6.60	41.64
2033	19,319	9,670	35.47	6.63	42.09
2034	19,552	9,709	35.90	6.65	42.55
10-Yr Increase	2,577	392	4.73	0.27	5.00
Growth-Related Expenditures			$2,365,627	$134,373	$2,500,000

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Existing Park Amenities

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Sedona's existing parks include 69 amenities, and Sedona plans to construct additional amenities to serve future development.

The weighted average cost of existing park amenities is $228,833 per unit.

We use the weighted average cost as a proxy for future park amenity costs.

Description	Units	Unit Cost	Total Cost
Baseball / Softball Field, Lighted	1	$900,000	$900,000
Basketball Court, Lighted	1	$180,000	$180,000
Basketball Court, Unlighted	1	$120,000	$120,000
Bike Park	1	$523,000	$523,000
Concession Building	1	$379,000	$379,000
Disc Golf	1	$90,000	$90,000
Dog Park	1	$444,000	$444,000
Fitness Trail	1	$100,000	$100,000
Parking Lot	12	$300,000	$3,600,000
Pickleball Court	8	$150,000	$1,200,000
Playground	3	$400,000	$1,200,000
Ramada	12	$74,000	$888,000
Restroom	6	$350,000	$2,100,000
Shade Structure	11	$45,000	$495,000
Skate Park	1	$852,000	$852,000
Soccer Field	1	$530,000	$530,000
Splash Pad	1	$400,000	$400,000
The Hub	1	$1,130,500	$1,130,500
Tennis Court, Lighted	2	$180,000	$360,000
Tennis Court, Unlighted	2	$110,000	$220,000
Volleyball Court (sand)	1	$78,000	$78,000
Total	69	$228,833	$15,789,500

Source: Sedona Parks and Recreation Department

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Park Amenities (Incremental)

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Sedona plans to construct park amenities to serve future development.

Cost Factors	
Weighted Average per Unit	$228,833

Level-of-Service (LOS) Standards	
Existing Units	69
Residential	
Residential Share	83%
2024 Park Population	16,975
Units per Person	0.00337
Cost per Person	$772.01
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Units per Job	0.00126
Cost per Job	$288.09

Source: Sedona Parks and Recreation Department

Using existing amenities as a proxy for future amenity costs.

Sedona provides 0.00337 units per person for residential development in 2024.

Sedona provides 0.00126 units per job to nonresidential development in 2024.

To maintain the existing level of service, Sedona needs to construct approximately 9 park amenities to serve future development.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00337 Units	per Person	$228,833
	0.00126 Units	per Job	

Demand for Park Amenities					
Year	Park Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	16,975	9,317	57.3	11.7	69.0
2025	17,373	9,356	58.6	11.8	70.4
2026	17,624	9,396	59.5	11.8	71.3
2027	17,873	9,435	60.3	11.9	72.2
2028	18,119	9,474	61.1	11.9	73.1
2029	18,364	9,513	62.0	12.0	73.9
2030	18,606	9,553	62.8	12.0	74.8
2031	18,846	9,592	63.6	12.1	75.7
2032	19,084	9,631	64.4	12.1	76.5
2033	19,319	9,670	65.2	12.2	77.4
2034	19,552	9,709	66.0	12.2	78.2
10-Yr Increase	2,577	392	8.7	0.5	9.2
Growth-Related Expenditures			$1,989,473	$113,006	$2,102,479

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Shared-Use Paths (Incremental)

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Sedona plans to construct shared-use paths to serve future development.

To maintain the existing level of service, Sedona needs to construct approximately 0.2 miles of shared-use paths to serve future development.

Description	Miles	Unit Cost	Total Cost
Decomposed Granite	0.94	$300,000	$280,682
Concrete	0.31	$1,300,000	$400,095
Total	1.24	$547,525	$680,777

Cost Factors	
Weighted Average per Mile	$547,525

Using existing shared-use paths as a proxy for future costs.

Level-of-Service (LOS) Standards	
Existing Shared-Use Paths (miles)	1.24
Residential	
Residential Share	83%
2024 Park Population	16,975
Miles per Person	0.00006
Cost per Person	$33.29
Nonresidential	
Nonresidential Share	17%
2024 Jobs	9,317
Miles per Job	0.00002
Cost per Job	$12.42

Source: Sedona Parks and Recreation Department

Sedona provides 0.00006 miles per person for residential development in 2024.

Sedona provides 0.00002 miles per job to nonresidential development in 2024.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Shared-Use Paths	0.00006 Miles	per Person	$547,525
	0.00002 Miles	per Job	

Demand for Shared-Use Paths					
Year	Park Population	Jobs	Miles		
			Residential	Nonresidential	Total
2024	16,975	9,317	1.03	0.21	1.24
2025	17,373	9,356	1.06	0.21	1.27
2026	17,624	9,396	1.07	0.21	1.28
2027	17,873	9,435	1.09	0.21	1.30
2028	18,119	9,474	1.10	0.21	1.32
2029	18,364	9,513	1.12	0.22	1.33
2030	18,606	9,553	1.13	0.22	1.35
2031	18,846	9,592	1.15	0.22	1.36
2032	19,084	9,631	1.16	0.22	1.38
2033	19,319	9,670	1.17	0.22	1.39
2034	19,552	9,709	1.19	0.22	1.41
10-Yr Increase	2,577	392	0.16	0.01	0.17
Growth-Related Expenditures			$85,778	$4,872	$90,650

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Proposed Parks and Recreational Fees

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Fee Component	Cost per Person	Cost per Job
Park Land	$917.98	$342.56
Park Amenities	$772.01	$288.09
Shared-Use Paths	$33.29	$12.42
Development Fee Report	$10.46	$15.17
Total	$1,733.74	$658.24

Residential Fees per Unit				
Unit Size	Persons per Household[1]	Proposed Fees	Current Fees	Difference
700 or less	1.00	$1,734	$717	$1,017
701 to 1,200	1.26	$2,185	$1,004	$1,181
1,201 to 1,700	1.62	$2,809	$1,363	$1,447
1,701 to 2,200	1.98	$3,433	$1,578	$1,856
2,201 to 2,700	2.36	$4,092	$1,721	$2,371
2,701 to 3,200	2.61	$4,525	$1,865	$2,661
3,201 to 3,700	2.83	$4,906	$2,008	$2,898
3,701 to 4,200	2.99	$5,184	$2,151	$3,033
4,201 to 4,700	3.14	$5,444	$2,223	$3,221
4,701 or more	3.28	$5,687	$2,295	$3,392
Lodging (per room)	1.89	$3,277	$1,434	$1,843

Nonresidential Fees per Square Foot				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.57	$1.03	$0.74	$0.29
Commercial	2.12	$1.40	$1.07	$0.33
Office / Other Services	3.26	$2.15	$1.36	$0.79
Institutional	3.03	$1.99	$0.42	$1.57

1. See Land Use Assumptions

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Police IIP

DRAFT

- **Service Area: Citywide**
- **Fee Components**
  - Facilities: Incremental
  - Vehicles: Incremental
  - Communication Equipment: Incremental
- **10-Year Demand**
  - Facilities: 2,846 square feet, $2.1 million
  - Vehicles: 7 units, $570k
  - Communication Equipment: 8 units, $394k

Facilities (Incremental)

DRAFT

Sedona will use development fees to construct additional police facilities.

To maintain the current level of service, Sedona needs to construct 2,846 square feet of police facilities to serve future development.

Description	Square Feet
Police Station	7,960
Parking Garage	11,227
Shooting Range	1,167
Total	20,354

Cost Factors	
Cost per Square Foot	$750

Level-of-Service (LOS) Standards	
Existing Square Feet	20,354
Residential	
Residential Share	69%
2024 Peak Population	12,111
Square Feet per Person	1.1597
Cost per Person	$869.75
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Square Feet per Vehicle Trip	0.1797
Cost per Vehicle Trip	$134.74

Source: Sedona Police Department

Sedona provides 1.1597 square feet per person to residential development in 2024.

Sedona provides 0.1797 square feet per vehicle trip to nonresidential development in 2024.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	1.1597 Square Feet	per Person	$750
	0.1797 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	12,111	35,121	14,044.3	6,309.7	20,354.0
2025	12,338	35,305	14,307.6	6,342.6	20,650.2
2026	12,563	35,488	14,568.4	6,375.6	20,943.9
2027	12,785	35,671	14,826.5	6,408.5	21,235.0
2028	13,006	35,854	15,082.1	6,441.4	21,523.5
2029	13,224	36,037	15,335.1	6,474.3	21,809.4
2030	13,440	36,220	15,585.6	6,507.2	22,092.8
2031	13,653	36,404	15,833.4	6,540.1	22,373.5
2032	13,865	36,587	16,078.7	6,573.0	22,651.7
2033	14,074	36,770	16,321.4	6,605.9	22,927.3
2034	14,281	36,953	16,561.5	6,638.8	23,200.3
10-Yr Increase	2,171	1,832	2,517.2	329.1	2,846.3
Growth-Related Expenditures			$1,887,916	$246,797	$2,134,713

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Vehicles (Incremental)

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Sedona will use development fees to acquire additional police vehicles.

To maintain the existing level of service, Sedona needs to acquire approximately 7 additional vehicles to serve future development.

Description	Units	Unit Cost	Total Cost
Patrol Vehicle - Marked	31	$89,600	$2,777,600
Patrol Vehicle - Unmarked	12	$74,400	$892,800
Pickup Truck	3	$79,400	$238,200
Motorcycle	3	$56,000	$168,000
Total	49	$83,196	$4,076,600

Cost Factors	
Weighted Average per Unit	$83,196

Using existing vehicle costs as a proxy for future costs.

Level-of-Service (LOS) Standards	
Existing Units	49
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0028
Cost per Person	$232.26
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0004
Cost per Vehicle Trip	$35.98

Sedona provides 0.0028 units per person to residential development in 2024.

Sedona provides 0.0004 units per vehicle trip to nonresidential development in 2024.

Source: Sedona Police Department

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0028 Units	per Person	$83,196
	0.0004 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	33.8	15.2	49.0
2025	12,338	35,305	34.4	15.3	49.7
2026	12,563	35,488	35.1	15.3	50.4
2027	12,785	35,671	35.7	15.4	51.1
2028	13,006	35,854	36.3	15.5	51.8
2029	13,224	36,037	36.9	15.6	52.5
2030	13,440	36,220	37.5	15.7	53.2
2031	13,653	36,404	38.1	15.7	53.9
2032	13,865	36,587	38.7	15.8	54.5
2033	14,074	36,770	39.3	15.9	55.2
2034	14,281	36,953	39.9	16.0	55.9
10-Yr Increase	2,171	1,832	6.1	0.8	6.9
Growth-Related Expenditures			$504,161	$65,906	$570,068

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Communication Equipment (Incremental)

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Sedona will use development fees to acquire additional equipment.

Description	Units	Unit Cost	Total Cost
Radio Infrastructure	1	$1,549,100	$1,549,100
Radios - Handheld	52	$3,000	$156,000
Dispatch Center Equipment	1	$64,500	$64,500
Dispatch Work Station	2	$25,800	$51,600
Spillman	1	$710,000	$710,000
Qwest / 911	1	$287,900	$287,900
Total	58	$48,605	$2,819,100

Cost Factors	
Weighted Average per Unit	$48,605

Using existing equipment costs as a proxy for future equipment costs.

Level-of-Service (LOS) Standards	
Existing Units	58
Residential	
Residential Share	69%
2024 Peak Population	12,111
Units per Person	0.0033
Cost per Person	$160.62
Nonresidential	
Nonresidential Share	31%
2024 Vehicle Trips	35,121
Units per Vehicle Trip	0.0005
Cost per Vehicle Trip	$24.88

Sedona provides 0.0033 units per person to residential development in 2024.

Sedona provides 0.0005 units per vehicle trip to nonresidential development in 2024.

Source: Sedona Police Department

To maintain the existing level of service, Sedona needs to acquire approximately 8 additional units to serve future development.

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communication Equipment	0.0033 Units	per Person	$48,605
	0.0005 Units	per Vehicle Trip	

Demand for Communication Equipment					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	12,111	35,121	40.0	18.0	58.0
2025	12,338	35,305	40.8	18.1	58.8
2026	12,563	35,488	41.5	18.2	59.7
2027	12,785	35,671	42.2	18.3	60.5
2028	13,006	35,854	43.0	18.4	61.3
2029	13,224	36,037	43.7	18.4	62.1
2030	13,440	36,220	44.4	18.5	63.0
2031	13,653	36,404	45.1	18.6	63.8
2032	13,865	36,587	45.8	18.7	64.5
2033	14,074	36,770	46.5	18.8	65.3
2034	14,281	36,953	47.2	18.9	66.1
10-Yr Increase	2,171	1,832	7.2	0.9	8.1
Growth-Related Expenditures			$348,644	$45,576	$394,220

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Proposed Police Fees

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Fee Component	Cost per Person	Cost per Trip
Police Facilities	$869.75	$134.74
Police Vehicles	$232.26	$35.98
Communication Equipment	$160.62	$24.88
Development Fee Report	$11.16	$6.09
Total	$1,273.79	$201.69

Residential Fees per Unit				
Unit Size	Persons per Household[1]	Proposed Fees	Current Fees	Difference
700 or less	1.00	$1,274	$468	$806
701 to 1,200	1.26	$1,605	$656	$949
1,201 to 1,700	1.62	$2,064	$890	$1,174
1,701 to 2,200	1.98	$2,522	$1,030	$1,492
2,201 to 2,700	2.36	$3,006	$1,124	$1,882
2,701 to 3,200	2.61	$3,325	$1,218	$2,108
3,201 to 3,700	2.83	$3,605	$1,311	$2,294
3,701 to 4,200	2.99	$3,809	$1,405	$2,404
4,201 to 4,700	3.14	$4,000	$1,452	$2,548
4,701 or more	3.28	$4,178	$1,498	$2,680

Nonresidential Fees per Square Foot				
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	2.44	$0.49	$0.16	$0.33
Commercial	12.21	$2.46	$0.83	$1.63
Office / Other Services	5.42	$1.09	$0.32	$0.77
Institutional	7.45	$1.50	$0.43	$1.07
Lodging (per room)	4.00	$807	$278	$529

1. See Land Use Assumptions

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Street IIP

DRAFT

- **Service Area: Citywide**
- **Fee Components**
  - Street Improvements: Incremental
  - Shared-Use Paths: Incremental
  - Intersection Improvements: Incremental
- **10-Year Demand**
  - Street Improvements: 3.26 lane miles, $9.8 million
  - Shared-Use Paths: 0.95 miles, $993k
  - Intersection Improvements: 0.36 improved intersections, $1.5 million

Travel Demand

DRAFT

Sedona, Arizona	Base	1	2	3	4	5	10	10-Year Increase
	2024	2025	2026	2027	2028	2029	2034	
Residential Units	7,021	7,141	7,260	7,378	7,494	7,610	8,171	1,150
Industrial KSF	530	532	534	536	538	540	550	20
Commercial KSF	2,222	2,235	2,249	2,262	2,276	2,289	2,356	134
Office & Other Services KSF	993	995	996	998	999	1,001	1,009	16
Institutional KSF	176	177	178	178	179	180	184	8
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	38,567	5,428
Residential Trips	33,139	33,706	34,267	34,823	35,373	35,919	38,567	5,428
Industrial Trips	1,291	1,296	1,300	1,305	1,310	1,315	1,339	49
Commercial Trips	27,137	27,301	27,464	27,628	27,792	27,955	28,774	1,637
Office & Other Services Trips	5,382	5,390	5,399	5,408	5,416	5,425	5,468	87
Institutional Trips	1,312	1,318	1,324	1,330	1,336	1,342	1,372	60
Nonresidential Trips	35,121	35,305	35,488	35,671	35,854	36,037	36,953	1,832
Total Vehicle Trips	**68,261**	**69,010**	**69,754**	**70,494**	**71,227**	**71,956**	**75,520**	**7,260**
Vehicle Miles Traveled (VMT)	**219,415**	**222,117**	**224,797**	**227,457**	**230,096**	**232,714**	**245,495**	**26,080**
Lane Miles (Total)	27.43	27.76	28.10	28.43	28.76	29.09	30.69	3.26
Lane Miles Cost (Annual)		$1,012,983	$1,005,210	$997,438	$989,665	$981,892	$943,028	$9,780,056
Shared-Use Paths (Total)	7.97	8.07	8.17	8.26	8.36	8.45	8.92	0.95
Shared-Use Paths Cost (Annual)		$102,875	$102,086	$101,296	$100,507	$99,718	$95,771	$993,230
Improved Intersections (Total)	3.00	3.04	3.07	3.11	3.15	3.18	3.36	0.36
Impr. Intersections Cost (Annual)		$155,649	$154,454	$153,260	$152,066	$150,872	$144,900	$1,502,743

Sedona currently provides 27.43 lane miles of collectors/arterials, 7.97 miles of shared-use paths, and 3.0 improved intersections to existing development.

To maintain the existing level of service, Sedona needs to construct 3.26 lane miles of street improvements, 0.95 miles of shared-use paths, and 0.36 intersection improvements over the next 10 years.

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Street Facilities (Incremental)

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Street Improvements

Cost Factors	
Cost per Lane Mile	$3,000,000

Estimate based on recent and planned street improvements.

Level-of-Service (LOS) Standards	
Existing Lane Miles	27.43
2024 VMT	219,415
Lane Miles per 10,000 VMT	1.25
Cost per VMT	$375.00

Sedona provides 1.25 lane miles per 10,000 VMT to development in 2024.

Source: Sedona Public Works Department

Shared-Use Paths

Shared-Use Path Type	Miles	Unit Cost	Total Cost
Decomposed Granite	2.01	$300,000	$601,705
Concrete	5.96	$1,300,000	$7,754,451
Total	7.97	$1,048,366	$8,356,155

Cost Factors	
Weighted Average Cost per Mile	$1,048,366

Estimate based on weighted average cost of existing share-use paths.

Level-of-Service (LOS) Standards	
Existing Miles	7.97
2024 VMT	219,415
Miles per 10,000 VMT	0.3633
Cost per VMT	$38.08

Sedona provides 0.3633 miles per 10,000 VMT to development in 2024.

Source: Sedona Public Works Department

Intersection Improvements

Cost Factors	
Ranger Rd / Brewer Rd RAB (SIM-05d)	$6,274,993
Ranger Rd / SR 179 (SIM-04e)	$1,072,500
Forest Rd / Ranger Rd / SR 89A (SIM-05e)	$5,295,258
Total	$12,642,751
Average	**$4,214,250**

The analysis uses the average cost of planned improvements as a proxy for future intersection improvement costs. Sedona may use development fees to construct intersection improvements on this list or to construct other growth-related intersection improvements.

Level-of-Service (LOS) Standards	
Existing Intersection Improvements	3.0
2024 VMT	219,415
Intersection Improvements per 10,000 VMT	0.1367
Cost per VMT	$57.62

Source: Sedona Public Works Department

Sedona provides 0.1367 intersection improvements per 10,000 VMT to development in 2024.

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Proposed Street Fees

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Fee Component	Cost per VMT
Street Improvements	$375.00
Shared-Use Paths	$38.08
Intersection Improvements	$57.62
Development Fee Report	$1.56
Total	$472.26

Residential Fees per Unit				
Unit Size	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
700 or less	9.26	$4,373	$2,088	$2,285
701 to 1,200	11.92	$5,629	$2,831	$2,798
1,201 to 1,700	15.13	$7,145	$3,580	$3,566
1,701 to 2,200	18.65	$8,808	$4,134	$4,675
2,201 to 2,700	21.45	$10,130	$4,574	$5,556
2,701 to 3,200	23.97	$11,320	$4,943	$6,377
3,201 to 3,700	25.86	$12,213	$5,256	$6,957
3,701 to 4,200	27.35	$12,916	$5,526	$7,390
4,201 to 4,700	28.68	$13,544	$5,767	$7,777
4,701 or more	29.87	$14,106	$5,985	$8,121

Nonresidential Fees per Square Foot				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	6.00	$2.83	$1.18	$1.65
Commercial	30.94	$14.61	$5.36	$9.25
Office / Other Services	13.37	$6.31	$2.32	$3.99
Institutional	18.38	$8.68	$3.07	$5.61
Lodging (per room)	10.12	$4,779	$1,990	$2,789

1. See Land Use Assumptions

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Fee Summary

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Proposed Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Proposed Fees
700 or less	$1,734	$1,274	$4,373	$7,381
701 to 1,200	$2,185	$1,605	$5,629	$9,419
1,201 to 1,700	$2,809	$2,064	$7,145	$12,018
1,701 to 2,200	$3,433	$2,522	$8,808	$14,763
2,201 to 2,700	$4,092	$3,006	$10,130	$17,228
2,701 to 3,200	$4,525	$3,325	$11,320	$19,170
3,201 to 3,700	$4,906	$3,605	$12,213	$20,724
3,701 to 4,200	$5,184	$3,809	$12,916	$21,909
4,201 to 4,700	$5,444	$4,000	$13,544	$22,988
4,701 or more	$5,687	$4,178	$14,106	$23,971

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Proposed Fees
Industrial	$1.03	$0.49	$2.83	$4.35
Commercial	$1.40	$2.46	$14.61	$18.47
Office / Other Services	$2.15	$1.09	$6.31	$9.55
Institutional	$1.99	$1.50	$8.68	$12.17
Lodging (per room)	$3,277	$807	$4,779	$8,863

Current Fees

Residential Fees per Unit				
Unit Size	Parks & Recreational	Police	Street	Current Fees
700 or less	$717	$468	$2,088	$3,273
701 to 1,200	$1,004	$656	$2,831	$4,491
1,201 to 1,700	$1,363	$890	$3,580	$5,832
1,701 to 2,200	$1,578	$1,030	$4,134	$6,741
2,201 to 2,700	$1,721	$1,124	$4,574	$7,419
2,701 to 3,200	$1,865	$1,218	$4,943	$8,025
3,201 to 3,700	$2,008	$1,311	$5,256	$8,575
3,701 to 4,200	$2,151	$1,405	$5,526	$9,082
4,201 to 4,700	$2,223	$1,452	$5,767	$9,442
4,701 or more	$2,295	$1,498	$5,985	$9,778

Nonresidential Fees per Square Foot				
Development Type	Parks & Recreational	Police	Street	Current Fees
Industrial	$0.74	$0.16	$1.18	$2.09
Commercial	$1.07	$0.83	$5.36	$7.25
Office / Other Services	$1.36	$0.32	$2.32	$4.00
Institutional	$0.42	$0.43	$3.07	$3.92
Lodging (per room)	$1,434	$278	$1,990	$3,702

CITY COUNCIL AGENDA BILL

AB 3072
August 13, 2024
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Public hearing/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Fee Schedule to reflect a 3.6% Wastewater rate increase, effective October 2024.

Department	Financial Services/Jean McGann and Renee Stanley
Time to Present	10 min.
Total Time for Item	30 min.
Other Council Meetings	Recommended by City Council in Budget Work Sessions dated April 18, 2024 Notice of Intent to Increase Wastewater Rates approved by City Council on June 11, 2024
Exhibits	A. Proposed Changes to the Consolidated Fee Schedule, Finance, Wastewater Rates B. Resolution C. Ordinance

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/5/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

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

SUMMARY STATEMENT

Background: The City of Sedona wastewater department has experienced an increase in operating costs in wastewater collections and treatment. Price increases in materials, operating supplies, labor, contracted work, and lab testing have resulted in a 22% increase over the last 6 years. In addition to inflationary cost increases, repairs and/or upgrades to aging infrastructure and additional regulatory requirements have resulted in higher operating costs.

With a goal to be a self-sustaining enterprise fund, relying on wastewater rate payers to fund both operations and capital improvements to the wastewater utility, a rate increase is necessary. The last rate increase was in 2014 at 4% annually for a period of 6 years. A rate study in 2019 resulted in a restructuring of capacity fees, but monthly rates were not evaluated. The completion of a comprehensive wastewater rate study is planned for fiscal year 2025. As part of the 2025 budget workshop with City Council, direction was given to staff to implement

a rate increase equivalent to the CPI in an effort to smooth out future rate increases to wastewater rate payers. A CPI of 3.6% was applied to the current rate schedule and noticed to the public.

Pursuant to Arizona Revised Statutes, section 9-511.01, the City Council adopted a Notice of Intent to Increase Wastewater Rates at the June 11, 2024 regular Council meeting, set a public hearing for August 13, 2024, posted the proposed increase on the City's website, and published the Notice of Intent, reprinted below, at least twenty days prior to the public hearing.

Notice of Intent to Increase Wastewater Rates

In accordance with Arizona Revised Statutes, section 9-511.01, the Sedona City Council announces its intention to consider a 3.6% increase to the City's wastewater rates. A public hearing on the proposed rate increase will be held as part of the Regular City Council Meeting on August 13, 2024, at 4:30 PM at the City Council Chambers, 102 Roadrunner Drive, Sedona, Arizona 86336. After the public hearing, the City Council may take action on the proposed rate increase. If approved, the new rates will become effective in the October 2024 Wastewater billing cycle.

The City has published data supporting the increased rate including Wastewater cash flow information on its website www.sedonaaz.gov.

Staff received inquiries from the public regarding the following issues that can be addressed during the council discussion.

- Whether the future rate structure can utilize water consumption data from the private water companies as a basis for the wastewater rate
- How low flow fixtures are factored into the rates
- How private wastewater systems in HOA's that connect to the city's conveyance and treatment/discharge system are charged

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

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

Alternative(s): Choose not to increase wastewater rates.

MOTION

I move to: approve Resolution No. 2024-__, creating a public record entitled "Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates".

I move to: approve Ordinance No. 2024-__, adopting by reference that document known as "Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates" reflecting a 3.6% Wastewater rate increase, effective October 2024, providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith.

Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates

FINANCE Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Changes
~~Monthly Sewer Subsidy Rate (for low-income residential wastewater customers only)~~	~~$32.17 Flat Rate~~		
Lien Filing Fee	$65 (added to the amount of the lien)		No change.
Wastewater Account Set-Up Fee	$30		No change.
Deposit for Utility Services	$185		No change.
Wastewater Fee Schedule:			
• Residential • Billing Unit = Connection	$61.11 per Billing Unit		$63.31 per Billing Unit
• Residential (Low Flow, a) • Billing Unit = Connection	$47.52 per Billing Unit		$49.23 per Billing Unit
• ADU – Accessory Dwelling Unit • Billing Unit = Dwelling Unit	$30.55 per Billing Unit		$31.65 per Billing Unit
• Multi Family/Apartments • Billing Unit = Dwelling Unit	$39.34 per Billing Unit		$40.76 per Billing Unit
• Residential Subsidy • Billing Unit = Connection	$32.17 per Billing Unit	For low-income residential wastewater customers only	$33.33 per Billing Unit

FINANCE Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Changes
• Theaters, Libraries, Churches[1] • Billing Unit = Seat	$0.90 per Billing Unit		$0.93 per Billing Unit
• Car Wash with Recycle[1] • Billing Unit = Bay	$135.42 per Billing Unit		$140.30 per Billing Unit
• Department, Retail Stores[1] • Billing Unit = Restroom	$10.22 per Billing Unit		$10.59 per Billing Unit
• Hotel, Motel, RV Parks[1, 2] • Billing Unit = Room	$33.13 per Billing Unit		$34.32 per Billing Unit
• Resort – Cottages, Villas (master meter)[1] • Billing Unit = Unit	$66.27 per Billing Unit		$68.66 per Billing Unit
• Fitness Center/Beauty Salon[1] • Billing Unit = 100 sq. ft.	$4.21 per Billing Unit		$4.36 per Billing Unit
• Private Tour Jeep & Rental/Jeep Washing[1] • Billing Unit = Vehicle	$3.86 per Billing Unit		$4.00 per Billing Unit
• Market • Billing Unit = Connection	$250.74 per Billing Unit		$259.77 per Billing Unit
• Mortuaries • Billing Unit = Connection	$396.10 per Billing Unit		$410.36 per Billing Unit

[1] Subject to the Minimum Commercial Service Charge as shown on the Schedule.
[2]Fixed rate is for Rooms only. Restaurants on site have separate services charges.

FINANCE Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Changes
• Offices, Medical Building, Manufacturing, Contractors[1] • Billing Unit = 100 sq. ft.	$0.90 per Billing Unit		$0.93 per Billing Unit
• Repair Shops, Service Stations[1] • Billing Unit = Connection	$50.16 per Billing Unit		$51.97 per Billing Unit
• Restaurant Indoor Seats[1] • Billing Unit = 100 sq. ft.	$31.45 per Billing Unit		$32.58 per Billing Unit
• Restaurant Seasonal Patio Seats[1] • Billing Unit = 100 sq. ft.	$15.73 per Billing Unit		$16.30 per Billing Unit
• School, College with Gym Showers[1] • Billing Unit = Student	$11.71 per Billing Unit		$12.13 per Billing Unit
• School, College with Café[1] • Billing Unit = Student	$18.92 per Billing Unit		$19.60 per Billing Unit
• School, College without Gym or Café[1] • Billing Unit = Student	$4.24 per Billing Unit		$4.39 per Billing Unit
• Public Restroom • Billing Unit = Fixture	$67.85 per Billing Unit		$70.29 per Billing Unit
• Laundromat (efficiency) • Billing Unit = Machine	$40.04 per Billing Unit		$41.48 per Billing Unit
• Laundromat (12-18 lb.) • Billing Unit = Machine	$51.58 per Billing Unit		$53.44 per Billing Unit
• Laundromat (25-35 lb.) • Billing Unit = Machine	$65.40 per Billing Unit		$67.75 per Billing Unit

FINANCE Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Changes
• Minimum Commercial Service Charge • Billing Unit = Connection	$38.29 per Billing Unit		$39.67 per Billing Unit
• Sewer Availability Charge • Billing Unit = Parcel	$30.55 per Billing Unit		$31.65 per Billing Unit
Water Usage-Based Rates for Restaurant/Hotel Accounts with Dedicated (unshared) Water Service:[3]			
• Fixed Charge Per Account • Billing Unit = per Account per Month	$38.29 per Billing Unit		$39.67 per Billing Unit
• Restaurant Dischargers with Water Meters • Billing Unit = Metered Water (Hgal)	$1.19 per Billing Unit		$1.23 per Billing Unit
• Hotels & Resorts with Water Meters[4] • Billing Unit = Metered Water (Hgal)	$0.79 per Billing Unit		$0.82 per Billing Unit

[3] Wastewater accounts must have dedicated water accounts for water-based billing eligibility. This rate structure is structured with water charges on prior year water use for administrative convenience.

[4] The water use of Hotels & Resorts includes all metered use on facilities campus including irrigation use.

FINANCE Fee Description	Current Base Fee	Additions, Limits, & Notes	Proposed Changes
Septic Tank Pumping and Repair under Cluster System Septic Pumping and Replacement Agreement	Septic Tank Pumping Reimbursement Maximum of $0.46 per gallon. Reimburse for septic tank replacement or repair up to $3,000	Reimburse for pump of septic tank based on billing by septage hauler at the rate of $0.40 per gallon. Reimbursement for pumping shall not include costs related to locating or repair. Reimbursement for repair/replacement shall be limited to $3,000. Location costs for the septic tank are not reimbursable. Excessive repair costs will be denied.	No change.
Late Wastewater Monthly Service Charge Penalty	$3.50 per overdue payment, plus 1% per month on unpaid balance	Per City Code 13.20.050.	No change.

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, ESTABLISHING AS A PUBLIC RECORD PROPOSED CHANGES TO THE CONSOLIDATED FEE SCHEDULE, FINANCE, WASTEWATER RATES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA:

That "Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates", is hereby declared to be a public record to be incorporated by reference in Ordinance No. 2024-__.

At least one (1) paper copy and one (1) electronic copy of these public documents shall be kept in the office of the City Clerk for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of August, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, ADOPTING CHANGES TO THE SEDONA CONSOLIDATED FEE SCHEDULE, FINANCE, WASTEWATER RATES AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, A.R.S. §§ 9-511, 9-511.01, *et seq*., provides Arizona municipalities authority to adjust wastewater rates; and

WHEREAS, the City of Sedona, after several years of no rate increases, now finds it necessary to increase wastewater rates due to increases in operating costs, repairs and/or upgrades to aging infrastructure and additional regulatory requirements; and

WHEREAS, a comprehensive wastewater rate study is planned for fiscal year 2025, and in the interim a 3.6% rate increase is necessary to keep up with inflationary factors; and

WHEREAS, the City of Sedona has complied with the requirements of A.R.S. § 9-511.01 to increase wastewater rates and the City Council held a public hearing on the proposed 3.6% wastewater rate increase on August 13, 2024.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1: Adoption

That document made a public record by Resolution 2024-__ and entitled "Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates" is hereby incorporated and approved and changes to the Consolidated Fee Schedule set forth therein will become effective in the October 2024 Wastewater billing cycle.

Section 2: Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of August, 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 3081
August 13, 2024
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Public hearing/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.

Department	Community Development/Cari Meyer
Time to Present	5 minutes
Total Time for Item	10 minutes
Other Council Meetings	None
Exhibits	A. Proposed revisions to the LDC B. Resolution C. Ordinance D. Planning and Zoning Commission meeting minutes, March July 16, 2024

Finance Approval	Reviewed 8/5/24 RMS
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

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

SUMMARY STATEMENT

This agenda item provides for a public hearing and an opportunity for discussion/possible action regarding revisions to the Land Development Code (LDC) as recommended by the Planning and Zoning Commission (Commission). The proposed revisions to the LDC are summarized in Exhibit A.

Background: The current LDC was adopted in November 2018 following a two year update process. The LDC update was the first comprehensive overhaul of the document since 1994 and represented a significant improvement over the previous Code. As thorough as the LDC review process was, staff committed to continuing to evaluate the LDC for potential changes to address changing conditions and needs within the City. Since the 2018 updates, additional

proposed changes have been brought to the Planning and Zoning Commission and City Council in September/October 2019, July/September 2020, May/June 2021, March/April 2023, and September/October 2023.

While Staff typically waits until a longer list of revisions is compiled before going through the revision process, the state adopted new regulations around backyard fowl (chickens) that go into effect September 15 and the City must update our ordinances to be in compliance with these new laws prior to the effective date. Other changes from the latest legislative session have an effective date of January 2025, so additional changes to bring the City into compliance with those new laws will be brought to the Commission/Council later this fall.

The proposed revisions are attached as Exhibit A. These revisions are organized by Article and Section in the same order as the LDC. This table includes the relevant section number, the current code language, the proposed code language, and an explanation of the purpose of the proposed change or any additional information relevant to the change.

LDC Section 8.6.C(4) provides approval criteria for text amendments to the LDC. The criteria state that the Planning & Zoning Commission and City Council shall consider whether and to what extent the proposed amendment:

a. Is consistent with the Sedona Community Plan, Community Focus Area Plans, other adopted plans, and other City policies;

b. Does not conflict with other provisions of the LDC or other provisions in the Sedona Municipal Code;

c. Is necessary to address a demonstrated community need;

d. Is necessary to respond to substantial changes in conditions and/or policy; and

e. Is consistent with the general purpose and intent of the LDC.

The changes being proposed are outlined below

<u>Urban Agriculture (Backyard Fowl/Chickens)</u>

In the last legislative session, the State adopted new laws (HB 2325) regarding backyard fowl (chickens), which the City currently regulates under the Urban Agriculture section of the LDC. The following changes are needed to the LDC to bring it into compliance with State law:

- State Law: Permits up to 6 chickens per lot
  - Current LDC: Permits up to 4 chickens on lots up to 20,000 square feet, 6 chickens on all other lots.
- State Law: Permits a 200 square foot chicken coop
  - Current LDC: Permits a 120 square foot chicken coop
- State Law: Permits chicken coops to be up to 8 feet in height or the height of the fence on lots less than one acre in size
  - Current LDC: Permits chicken coops to be up to 6 feet in height or 8 feet outside of the setbacks.
- State Laws: Permits a 20 foot setback from side and rear property lines.
- Current LDC: Permits a 15 foot setback from side and rear property lines.

Purpose Statements for M1 (Mixed Use Neighborhood) and M2 (Mixed Use Office)

Lodging was removed as a permitted use from these zones last year. However, the purpose statement for both of these zones still includes lodging. This change will simply correct an oversight and remove lodging from the purpose statement to align the purpose statement with the actually permitted uses in these zones.

Approval Criteria

In Staff's opinion, all of these changes are consistent with the approval criteria in LDC Section 8.6.C(4). They are consistent with the general purpose and intent of the LDC as well as adopted plans and policies, are being proposed in response to community needs, and do not conflict with other LDC provisions.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing for the proposed revisions on July 16, 2024. The Commission was in support of the revisions to the urban agriculture section

There were questions regarding the purpose statement of the M1 and M2 districts, as some of the Commissioners did not remember the change in permitted uses in these zoning districts and there were questions about whether changing the purpose statement of these districts would limit the ability to use these zoning districts in the future. It was explained to the Commission that the decision to remove lodging from these districts had already been made and this should be seen as a clean up item, and it would not change the list of permitted uses, which is what is used when determining what uses can occur in a given district.

At the conclusion of the meeting, the Commission had two separate votes for their recommendation to Council:

- The Commission voted 7-0 to recommend approval of the changes to the Urban Agriculture section of the LDC.
- The Commission voted 6-1 to recommend approval of the changes to the purpose statements of the M1 and M2 districts
    - Vice Chair Hosseini voted no, as she does not want to limit mixed use and would like the City Council to revisit allowing lodging in these districts.

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

The proposed amendments do not impact sustainability-related items.

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

On July 16, 2024, the Planning and Zoning Commission, the Commission had two separate votes on the proposed amendments:

- The Commission voted 7-0 to recommend approval of the changes to the Urban Agriculture section of the LDC.
- The Commission voted 6-1 to recommend approval of the changes to the purpose statements of the M1 and M2 districts
    - Vice Chair Hosseini voted no, as she does not want to limit mixed use and would like the City Council to revisit allowing lodging in these districts.

Alternative(s): Council could choose to defer action pending further review.

MOTION

I move to: approve Resolution 2024-__ establishing as a public record “Exhibit A – August 13, 2024 Proposed Land Development Code Revisions”.

After first reading

I move to: approve Ordinance 2024-__, consistent with the approval criteria in Section 8.6.C(4) of the LDC, amending the LDC, adopting by reference that document known as “Exhibit A – August 13, 2024 Proposed Land Development Code Revisions”, providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith.

Exhibit A – August 13, 2024 Proposed Land Development Code Revisions

As recommended for approval by Staff and Planning and Zoning Commission (July 16, 2024)

Red italics indicate the Commission vote on the recommendation.

Article 2 – Zoning Districts:			
Section	**Current Language**	**Proposed Change**	**Notes**
2.11.A: Purpose (M1: Mixed Use Neighborhood)	The M1 district is intended to accommodate primarily residential uses with limited community, educational, lodging, commercial uses, and incidental or accessory uses…	The M1 district is intended to accommodate primarily residential uses with limited community, educational, ~~lodging,~~ commercial uses, and incidental or accessory uses.	Lodging is not a permitted use in the M1 District and should not be included in the purpose statement. *P&Z recommended approval, 6-1*
2.12.A: Purpose (M2: Mixed Use Office)	…The M2 district also provides community, educational, lodging, and commercial uses and incidental or accessory uses…	…The M2 district also provides community, educational,~~ lodging,~~ and commercial uses and incidental or accessory uses…	Lodging is not a permitted use in the M2 District and should not be included in the purpose statement. *P&Z recommended approval, 6-1*
Article 3 – Use Regulations:			
Section	**Current Language**	**Proposed Change**	**Notes**
3.4.D(2)c.1.i: Urban Agriculture	The maximum number of chickens allowed is as follows: a. Lots with an area less than or equal to 20,000 square feet: Up to four chickens. b. Lots with an area greater than 20,000 square feet: Up to six chickens.	The maximum number of chickens permitted is six (6). ~~as follows:~~ ~~a. Lots with an area less than or equal to 20,000 square feet: Up to four chickens.~~ ~~b. Lots with an area greater than 20,000 square feet: Up to six chickens.~~	Change required based on HB2325 *P&Z recommended approval, 7-0*
3.4.D(2)c.2.iii: Urban Agriculture	The coop size shall not exceed 120 square feet and shall provide at least four square feet of space per chicken.	The coop size shall not exceed ~~120~~ 200 square feet and shall provide at least four square feet of space per chicken.	Change required based on HB2325 *P&Z recommended approval, 7-0*
3.4.D(2)c.2.iv: Urban Agriculture	The coop shall not exceed six feet in height within the side or rear setback areas and shall not exceed eight feet in height outside the setback areas.	The coop shall not exceed ~~six feet in height within the side or rear setback areas and shall not exceed~~ eight feet in height ~~outside the setback areas~~. On lots less than one acre in size, the coop shall be shorter than the height of the fence on the nearest property line.	Change required based on HB2325 *P&Z recommended approval, 7-0*
3.4.D(2)c.2.v: Urban Agriculture	The coop shall be located in the area behind the primary structure and in front of the rear lot line or where otherwise completely screened from adjacent properties and the right-of-way and shall be a minimum of 15 feet from side and rear property lines…	The coop shall be located in the area behind the primary structure and in front of the rear lot line or where otherwise completely screened from adjacent properties and the right-of-way and shall be a minimum of ~~15~~ 20 feet from side and rear property lines…	Change required based on HB2325 *P&Z recommended approval, 7-0*

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, ESTABLISHING AS A PUBLIC RECORD "EXHIBIT A – AUGUST 13, 2024 PROPOSED LAND DEVELOPMENT CODE REVISIONS".

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA:

That "Exhibit A – August 13, 2024 Proposed Land Development Code Revisions", is hereby declared to be a public record to be incorporated by reference in Ordinance No. 2024-__.

At least one (1) paper copy and one (1) electronic copy of these public documents shall be kept in the office of the City Clerk for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of August, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTIONS 2.11.A AND 2.11.B PURPOSE M1 AND M2 ZONES AND 3.4.D(2) URBAN AGRICULTURE, ADOPTING BY REFERENCE THAT DOCUMENT KNOWN AS "EXHIBIT A – AUGUST 13, 2024 PROPOSED LAND DEVELOPMENT CODE REVISIONS"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, the City Council deems it necessary and desirable to establish zoning regulations to provide for the orderly development of property within the City by governing the use of land in order to promote the public health, safety, and general welfare of the residents of the City;

WHEREAS, this Ordinance was property noticed for public hearings and the necessary hearings and opportunities for public input were completed;

WHEREAS, on July 16, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed revisions; and

WHEREAS, the City Council held a public hearing on the proposed revisions on August 13, 2024; and

WHEREAS, the City Council hereby finds and determines that the proposed revisions are in the best interest of the residents of Sedona.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Adoption

The document known as "Exhibit A – August 13, 2024 Proposed Land Development Code Revisions", which was declared to be a public record established by Resolution No. 2024-__, is referred to, and hereby adopted to amend the Land Development Code Sections 2.11.A and 2.11.B Purpose of M1 and M2 zones and 3.4.D(2) Urban Agriculture, and made a part of this ordinance as if fully set out.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of August, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, July 16, 2024 - 4:30 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

Chair Levin called the meeting to order at 4:30 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commission Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini, and Commissioners, Jo Martin, Sarah Wiehl, George Braam, Will Hirst, and Kali Gajewski.

Staff Member(s) Present: Monique Coady, Steve Mertes, Cari Meyer, Megan Yates and Laura Stewart.

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

Commission Martin attended the Fair Housing Seminar regarding the laws around fair housing and thought it was a great presentation.

Chair Levin stated that two Commissioners' terms will be up in October -- Vice Chair Hosseini and Commissioner Bramm.

Cari Meyers notified the Commission that the City Council reversed the approval for the Oak Creek Heritage Lodge project. She also reminded the Commission to RSVP for the Volunteer Appreciation Brunch and introduced the new Development Services Administrative Assistant Laura Stewart.

3. APPROVAL OF THE FOLLOWING MINUTES:

a. May 21, 2024 (R)

Chair Levin asked if there were any corrections to these minutes and, hearing none, stated that they are approved.

No corrections were identified; therefore, minutes were approved as written.

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

Opened the public forum at 4:36 p.m. and, having no requests to speak, closed the public forum at 4:37p.m.

5. CONSIDERATION OF THE FOLLOWING ITEM:

a. Public Hearing/discussion/possible action regarding revisions to the 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

Introduction by Chair Levin

Presentation by Cari Meyer

Commission's questions of staff

MOTION: Chair Levin moved to recommend approval to City Council the revisions in the Land Development Code that have to do with the number of chickens, the coop size, the height, etc., to be in compliance with the state laws. Commissioner Martin seconded the motion.

VOTE: Motion carried seven (7) for and none (0) opposed. (Levin, Hosseini, Bramm, Gajewski, Hirst, Martin, and Wiehl in favor.)

MOTION: Commissioner Bramm moved recommend to City Council approval of case number PZ24-00007 (LDC Revisions), consistent with the approval criteria in Section 8.6.C(4) in the Land Development Code as it relates to the lodging language as it applies to zoning districts M1 and M2. Commissioner Hirst seconded the motion.

VOTE: Motion carried six (6) for and one (1) opposed. (Levin, Bramm, Hirst, Gajewski, Martin, and Wiehl in favor. Hosseini opposed.)

Hosseini opposed it because she does not want to limit mixed-use and would like the City Council to revisit allowing lodging in these zoning districts.

6. FUTURE MEETING DATES AND AGENDA ITEMS

a. Tuesday, August 6, 2024

b. Tuesday, August 20, 2024

Cari Meyer informed the Commission that the August 6th meeting is cancelled, and we are waiting for confirmation of availability regarding the August 20th meeting. There are two projects in the works one is a Conditional Use Permit for Cloth & Flame and a Conceptual Review for the Best Western Expansion.

7. EXECUTIVE SESSION

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

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

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

No Executive Session was held.

8. ADJOURNMENT

Chair Levin adjourned the meeting at 5:18 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on July 16, 2024.

_____ _____

Megan Yates, *Assistant Planner* Date

CITY COUNCIL AGENDA BILL

AB 3075
August 13, 2024
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding approval of the Small Grant Review Committee recommendations for the fiscal year 2025 small grants program in the amount of $350,000.

Department	City Manager's Office/ Teresah Arthur
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	July 11, 2023, January 13 & 14, 2024 Council Retreat
Exhibits	A. Recommendations Copies of the complete grand applications are available in the City Clerk's office for review and are not included due to size.

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/5/24 KWC
City Manager's Recommendation	Recommend approval ABS 8/6/24

Expenditure Required	
$	350,000
Amount Budgeted	
$	350,000
Account No. (Description)	10-5245-01-6720 (Small Grants Program)

SUMMARY STATEMENT

Background: The City of Sedona created a small grants program to encourage and fund programs, activities, or events developed by 501c organizations that provide a public service or benefit and are consistent with the City's funding priorities. Programs, activities or events may be funded if they contribute to the well-being and prosperity of the City and its residents. The purpose of this agenda item is to approve the distribution of FY2025 grant awards.

During the FY2025 budget work sessions, City Council recommended a budget of $350,000 for the small grants program, where 40% of the budget would be designated for the arts, 40% of the budget would be designated for social services and 20% would be designated for other projects not fitting into those two categories.

FY2025 Grant Timeline:

- February 15, 2024, Grant applications available
- March 6, 2024, Optional Applicant Workshop
- April 25, 2024, Grant applications due by 12:00 pm (noon)

- June 5-6, 2024, Evaluation Committee met with applicants, reviewed and scored applications and formulated funding recommendations to City Council
- August 2024, City Council approves funding awards

The City received 32 grant applications totaling $541,682 for FY2025. Each of the 32 applications were verified for eligibility and compliance with all small grant program requirements.

As is done annually, a citizen work group came together to review and make recommendations regarding funding of the FY2025 grant applications.

The citizen participants are as follows:

- Stephanie Giesbrecht – Chair and Program Facilitator
- Dean Gain, Resident
- Christine Siddoway, Resident
- Patty Reski, Resident
- Ed Southwell, Resident
- Lynn Zonakis, Resident
- Rosemary Zimmerman, Resident

Short-Term Rental Specialist Teresah Arthur and Executive Assistant to the City Manager Karen Kwitkin served as City staff liaisons to the group.

Committee Chair and Program Facilitator Stephanie Giesbrecht together with the work group further vetted each grant application for completeness and program compliance. The Committee interviewed representatives from each of the 32 applicant organizations on June 5 and formulated their funding recommendations on June 6. Following extensive reviews by staff, legal and the Committee, all but two of the eligible 32 applications are recommended for funding. The $191,682 difference between the amount of funding requested versus the amount of funding budgeted made partial funding for most of the organizations a necessity. Two organizations did not receive recommendations for funding, those two recommendations are explained below.

- The Sailfish Sport Project's program as presented focused on the activity of swimming without specific description as to how the program would develop life skills other than swimming under the wing of a great coach. The proposal lacked explanation of the actions required to create the program's targeted outcomes, therefore, the Committee did not recommend funding.

- The Committee did not recommend funding for the Wisdom Age Metaverse as the impacts to Sedona residents are unknown, and the Committee does not support funding to build a research dataset which is a capital expense for an asset that may or may not benefit the City in the short or long term.

Exhibit A was prepared by Committee Chair and Program Facilitator Stephanie Giesbrecht. This exhibit provides a synopsis of each grant application, the Committee's funding recommendations, and applicable summaries of the discussion and deliberation by the Committee. Funding recommendations are as follows:

FY2025 City of Sedona Small Grant Review Committee Recommendations		
Organization	Awarded Amount	Requested Amount
StreeHeat Ministries, Inc	$8,000	$10,740
Sonoran Reptiles, Inc	$4,000	$6,000
Sedona Bridge Club	$2,200	$5,021
The Carpetbag Brigade	$10,000	$11,435
Verde Valley Cyclists Coalition	$2,500	$5,000
St. Vincent De Paul, Sedona Conference	$7,500	$10,000
Gardens for Humanity	$4,500	$4,500
Wheel Fun	$10,000	$10,000
Wisdom Age Metaverse	$0	$35,000
Verde Valley Search and Rescue Posse Inc (VSAR)	$19,715	$19,715
Red Rocks Music Festival	$7,000	$8,500
Sedona Symphony	$18,000	$20,000
Chamber Music Sedona	$18,000	$20,000
Keep Sedona Beautiful	$1,000	$3,400
Arts Academy of Sedona	$12,000	$15,000
Sedona Area Veterans & Community Outreach (SAVCO)	$3,741	$3,741
Sedona School Mountain Bike Club	$6,500	$10,000
Cancer Support Community of Arizona	$5,000	$10,000
Low Income Student Aid, Inc. (LISA)	$12,500	$12,500
Steps to Recovery Homes	$6,800	$20,000
Verde Valley School	$3,000	$15,000
Sedona International Film Festival & Workshop	$40,000	$55,000
Emerson Theater Collaborative	$12,000	$15,000
Sedona Arts Center	$40,000	$75,000

Manzanita Outreach	$29,522	$33,280
1501 Foundation	$15,000	$19,324
The Hummingbird Society dba International Hummingbird Society	$5,000	$8,000
Parangello Players	$12,000	$15,000
Sedona Community Food Bank	$11,522	$12,026
Piano On the Rocks International Festival	$11,000	$13,500
Sailfish Sport Project	$0	$25,000
Sedona Arts Festival	$12,000	$15,000
Total:	**$350,000**	**$541,682**

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

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

Alternative(s): Modify existing funding recommendations for the various applicants.

MOTION

I move to: approve the Small Grants Review Committee Fiscal Year 2025 recommendations in the total amount of $350,000 as itemized in Agenda Bill 3075, Exhibit A, and subject to approval by the City Attorney's Office of a Small Grants Agreement with each grantee.

	COMMITTEE COMMENTS IN RED	Requested	Recommended	Description	Fully fund ?
	CATEGORY ARTS ORGANIZATIONS				
	Arts Academy of Sedona	$ 15,000	$ 12,000	Funding for production of Alfred Uhrey's Driving Miss Daisy. AAS productions not only entertain but educate. This production is an intimate look into post WWII Southern US culture, specifically African American/White race relations. Further eductional element will be a culinary offering of traditional Southern foods of that time period.	Yes
	No additional Committee comment				
	Chamber Music Sedona	$ 20,000	$ 18,000	Funding from the City this year will specifically <u>partially</u> provide a free "Concert for Youth" to Sedona students, music teacher stipends for music lessions and Sedona Community Youth Orchestra for up to 50 students.	Yes
	Sedona schools have come to depend on CMS to provide music exposure and instruction students. Due to underfunded schools Sedona has only one music teacher for all 12 grades.				
	Emerson Theater Collaborative	$ 15,000	$ 12,000	Funding this year will allow ETC to present the live performance of *Holidays on Ice* to Sedona residents. *Holidays on Ice* is a collection of stories by David Sedaris, named by *The Economist* as one of the funniest writers alive.	Yes
	Emerson Theater Collaborative and its sister organization Arts Academy of Sedona are the only active groups in our area dedicated to live performance. Additionally, it is only due to their founder's performing arts reputation that licensing could be secured to produce this work. It is a rare opportunity for our residents to experience this live production locally.				
	Piano on the Rocks	$ 13,500	$ 11,000	Funds will support 3 day festival of internationally renown musicians, vocalists and composers to Sedona.	
	This festival is presented without ticket cost to the community. It is entirely funded by grants and donations. The program is in its ninth successful year.				
	Red Rocks Music Festival	$ 8,500	$ 7,000	Multi-day festival style international/prize-winning musicians performing new, popular, premiere and lesser known chamber pieces brought to Sedona from Phoenix Valley based organization.	Yes
	This festival has been offered for Sedona residents annually since 2002, reporting attendance consistent with Sedona's other concert/festival organizations.				
	Sedona Arts Center	$ 75,000	$ 40,000	Funding this year will support a year-long artists' interpretation of the elements through art mediums and discussions. The various elements History, Earth-Air-Fire-Water, Celebration, Diversity and Surprise will each be presented in exhibits which will rotate during the year.	Yes
	SAC is the only organization in the City of Sedona providing this genre of robust programming.				
	Sedona Arts Festival	$ 15,000	$ 12,000	Funding to assist with increased site rental costs	Yes
	The committee is not in favor of reduction in ticket pricing				
	Sedona International Film Festival and Workshop	$ 55,000	$ 40,000	The Committee is recommending funding this year to support SIFF's community outreach programming which includes taking a live production of Heidi Schrek's "What the Constitution Means to Me" into the middle/high school. Also including, the new "Movies on the Move" which is a movie truck and screening setup to take film *into* Sedona communities, no ticket cost. And, at no ticket cost, "Courtyard Concerts" to spotlight Sedona talent.	Yes, exclusive of the final free concert

	Sedona International Film Festival and Workshop is the only organization in our region providing art-as-film and related programming. And, does so with much generosity and heart-felt celebration of Sedona and its residents.				
	Sedona Symphony (formerly Sinfionetta)	$ 20,000	$ 18,000	Funding is in support of a performance of La Casa Azul, a modern musical based on the life of Mexican artist Frida Kahlo.	Yes
	Sedona Symphony carries its high quality performance standard to this contemporary piece, offering Sedona a healthy balance to its other world-class classical live-music performance programming.				
	The Carpetbag Brigade	$ 11,435	$ 10,000	Funding will bring a completely unique professional performance art troupe to Posse Ground for a rare open-air multi-cultural, suitable-for-all-ages acrobatic dance program titled Flotsam and Jetsom" at no charge to the audience. Link to the video of a Prescott performance https://www.youtube.com/watch?v=h2mh1dTJe0I	
	The troupe has presented this open-air performance in Prescott (multiple performances) and Cottonwood to audiences of 100-200 persons. The committee supports giving Sedona a chance to experience this new art medium. The committee requests the award indicate that accurate audience data collection will be critical to outcome assessment.				
	Total for CATEGORY ARTS ORGANIZATIONS	**$ 248,435**	**$ 180,000**		
	CATEGORY SOCIAL SERVICES ORGANIZATIONS				
	1501 Foundation	$ 19,324	$ 15,000	Funding to allow 1501 Foundation to provide free yoga and mindfulness classes to first responders at Sedona Fire District. SFD has a support amount budgeted to this program.	Yes
	"Paramedics, EMT's and Firefighters have a 39% higher rate of suicide than the general public." *EMSHelp.org* Yoga and meditation are two of the primary practices first responders can follow to strengthen abilities to combat that statistic. *EMSHelp.org* When asked how 1501 Foundation was named, the reply was, "It was named in honor of Fire Fighter helmet number 1501", personally known to the founder. This Fire Fighter committed suicide as a result of duty-related stresses.				
	Cancer Support Community Arizona	$ 10,000	$ 5,000	The organization provides important psycho-social support to cancer patients and their families. And, wigs for cancer patients who have lost their hair due to treatments. City funding is recommended to be used first, for Sedona patients who need wigs then, secondarily for social support progamming.	See comment
	The Committee would recommend additional funding if more services could be offered in Sedona proper.				
	Manzanita Outreach	$ 33,280	$ 29,522	Funding will allow this essential food resource to provide local protein and local produce for more nutritionally dense meals.	Yes
	The Committee remains highly impressed by the work of this outstanding organization.				
	Sedona Community Food Bank	$ 12,026	$ 11,522	Funds needed to meet increased demand and costs	Yes
	No additional Committee comment				
	Gardens for Humanity	$ 4,500	$ 4,500	Established after school art and gardening program, consistently well attended by students	Yes
	After school programs are a foundational need for Sedona working families.				
	Low Income Student Aid	$ 12,500	$ 12,500	Funds allow the addition of W Sedona School to this organization's mission of meeting students' basic human needs. The organization may be contacted by school staff, concerned citizens, parents who realize a low-income-family-child needs clothing, a pair of shoes, educational intervention programs, medical or dental care to function at school. The list grows as needs are identified.	Fully Funded

	Since 2018, this organization has helped literally hundreds of students, thousands of times in the Verde Valley with basic needs. The organization added students at W Sedona School in January, 2024 to its service roster.				
	Parengello Players	$ 15,000	$ 12,000	Inclusive after-school children's program featuring student written, planned and produced performance(s) and an inter-scholastic talent show.	Yes
	After school programs are a foundational need for Sedona working families.				
	Sailfish Sport Project	$ 25,000	$ -	Youth development program using pool side and in-water swimming programs designed to instill confidence, self-awareness, mental and physical fitness learning.	See comment
	The Committee recognizes the value of this swim-based youth development program. Youth development sport-based programs currently receiving funding support from the City produce positive outcomes. The sport-based programs receiving funding show in their application, and through outcomes, how their program include and benefit children who never actually perform the sport. For example, a mountain-biking based sport, the child need never get on a bike to benefit from the life skill development aspects of the program. The Sailfish progam as presented, focused on the activity of swimming, without specific description as to how the program would develop life skills other than swimming under the wing of a great coach. The request also, as presented, did not address how the program could be inclusive enough to benefit children who couldn't or wouldn't get in the water and, how the program would go about attracting those "marginalized" children who have had no exposure to swimming. During the review period, the Committee reached out to Sailfish for additional explanations. In reply an outline was provided at the 10-minute interview. We would have liked the application writer to reach out, in person, prior to that interview time for help in drafting a response. We know the bones for a program are there and, from experience with the lady who would be executing the program, we know she would deliver according to project design. However, we need to know the actions and how those actions create the development outcomes. And, how we can attract and include non-swimmers in the program to achieve benefits across a broader population. The Committee is happy to help with an outline of project points earlier in the process should Sailfish wish to apply in the future.				
	Sedona School Mountain Biking Club	$ 10,000	$ 6,500	This mountain biking, sport-base youth development program continues to grow its program incrementally year after year with both biking and non-biking participation. This program promotes camraderie and teamwork under the guidance of healthy, committed, intelligent, compassionate male and female roll models. Outcomes are in the form of personal growth victories in social interaction, self-esteem and feelings of well-being.	Yes
	The founders of SSMBC continue to achieve much with ongoing resource challenges. Regardless of financial capability, every child who wants to participate in this program is welcomed, outfitted and honored.				
	St Vincent de Paul	$ 10,000	$ 7,500	Funding to provide transportation assistance in the form of auto repair, tires, loan payment to avoid repossession, insurance and emergency travel for medical, funerals, family emergencies, etc..	Yes
	St Vincent de Paul demonstrates admirable capacity with regard to vetting its award recipients, holding award recipients accountable, tracking expenditures and outcomes.				
	Steps to Recovery Homes	$ 20,000	$ 6,800	Funds to provide client preparation to enter workforce.	See comment
	The program elements provide adequate instruction for entry level employment through a series of primarily on-line/video type instruction. Number of anticipated Sedona participants is very low = 6				
	StreeHeat Ministries	$ 10,740	$ 8,000	250 school backpacks and supplies for under-served students.	Yes
	StreeHeat Ministries is currently the only resource in Sedona for under-served school backpack assistance. StreeHeat has run this program successfully in Sedona the past 2 years.				

	Verde Search and Rescue Posse, Inc.	$ 19,715	$ 19,715	Funds will allow for specialty canine and technical ropes training. Specialized VSAR volunteers have served in the organization 12-20 years. Basic VSAR time and training are high and rigorous. A volunteer washes out in the first 6 months or goes on to lengthy service. The specialists have served in VSAR going on decades as mentioned. This specialzed training would not take place without full funding.	Fully Funded
	The Committee enthusiastically considers this organization an essential community service. As the competency and technical scope of this all-volunteer operation grows, YCSO, Sedona Police and SFD, all of which are challenged by increased demand on services, continuously rely more heavily on VSAR's ability to conduct search and rescue operations. VSAR provides excellent data as to its life-saving deployment in and immediately surrounding Sedona.				
	Wheel Fun	$ 10,000	$ 10,000	K-8 mountain bike sport-based youth development program. FUN's turn key program provides 48 under-served children at W Sedona and Sedona Middle School with this well-run and competently-managed program.	Fully Funded
	FUN has proven to be such a valuable rural program for under-served youth, it has been targeted to be set up in K-8 schools nationally.				
	Wisdom Age Metaverse	$ 35,000	$ -	WAM's mission is to combat addiction through the experience of sharing peer success strategies from those who have beat addiction. The sharing would be delivered widely through a media driven ever-expanding library of experiences and which, may be supplemented by in person 1:1 and group encounters. Funds have been requested to assist in building the dataset with potential followup application of strategies in groups of 8-10 in 8 week sessions.	See comment
	The Committee understands the importance and supports any efforts to combat addiction and, is especially open to new ideas and organizations with this mission. The Committee does not recommend City funding at this time as 1) impacts to Sedona residents is unknown. WAM indicates unduplicated City residents impacted would be 1,700-3000. The Committee asked how that range was determined and the answer from WAM was not clear. 2) The Committee does not support funding to build a research dataset which is a capital expense for an asset that may or may not benefit the City in the short or long term.				
	Total for CATEGORY SOCIAL SERVICES	$ 247,085	$ 148,559		
	CATEGORY OTHER ORGANIZATIONS				
	Keep Sedona Beautiful	$ 3,400	$ 1,000	Request is to fund 4 signs describing 4 "green" conservation garden features at the KSB property. At present, only 1 garden feature is constructed. The remaining 3 features are conceptual. Also conceptually, the garden would be open to the public as an educational opportunity.	See comment
	Committee recommends funding 1 sign for existing feature. Remaining features are only conceptual at this time. When asked how many residents garden eduction would impact, no number could be given. Reply was all who come to KSB property including for KSB events. When asked how many events, reply was maybe half a dozen but proximity to new ranger park would bring traffic to the property. Currently there are no scheduled educational sessions and no plans for information to be provided to the ranger park visitors regarding KSB.				
	Sedona Area Veterans Community Outreach	$ 3,741	$ 3,741	Funding to replace the flags which fly on Hwy 89 during national recognition holday periods.	
	This is an anticipated annual expense SAVCO is requesting the City to cover this year				
	Sedona Bridge Club	$ 5,021	$ 2,200	Sedona Bridge Club offers nationally organized adult activity to 74 regular participants, 3-days per week. 76% currently are residents. Recommended funding would cover expenses associated with an additional day of play per week.	

	This socially and intellectually engaging activity is available for in person enjoyment at least 3 days per week with additional online opportunities 5-8 days per month. The Club also hosts holiday and special occasion gatherings. Both activities are beneficially engaging outlets for interested residents and a some visitors. The Committee respects the high level of committment and organization needed for this unique Sedona offering, not found elsewhere in Northern Arizona.				
	Sonoran Reptiles	$ 6,000	$ 4,000	Funding is to host a free community event in expo format bringing a variety of AZ-based conservation and education organizations particularly focused on wildlife conservation, to an outdoor venue in Sedona. The overriding theme, as is the focus of this wildlife rescue nonprofit, for the expo is "Conservation through Education". This Conservation Expo-type event is held successfully in the Phoenix area. With success of this Sedona edition, Sonoran Reptiles would look to expand and repeat the event annually.	
	Over the past 3 years, in addition to its rescue and successful rehabilitation of a few hundred reptilian and other animal wildlife, this organization has organized and participated in a number of such community and school education events exposing an estimated 100,000 number of people to its mission messaging. For example, in collaboration with RR State Park, Sonoran Reptiles rehomed Cosmos, a rescued gopher snake, at the Park. Cosmos now lives at the Park and participates as an educational ambassador for its species in the monthly educational programs held at the Park.				
	The Hummingbird Society	$ 8,000	$ 5,000	Funding would assist this long-standing organization in its always successful annual festival showcasing Sedona's *unique* and internationally reknown hummingbird environment with this year's no-cost Hummingbird Central event, designed primarily for Sedona residents. This event would be held at SPAC, ultimately convenient to Sedona residents.	Yes
	Additionally, a primary feature of Hummingbird Central is No-cost Kids' Day on Saturday, 7/27. Kids' Day will include an interactive eductional crafts and mural project. Kids' Day will also host numerous other local nonprofits featuring conservation-focued education and performance elements.				
	Verde Valley Cyclists' Coalition	$ 5,000	$ 2,500	Funding will assist VVCC to "bell every bike" for trail safety. Monies are to purchase the bells. Volunteers manage the program and stock the bells at distribution points.	See comment
	The Committee strongly agrees with "bear" bell use on bikes to enhance all trail safety, including Sedona's expanding urban trails. The majority of bells are picked up from trailhead bike fix-it stations. VVCC reports it is a struggle to keep bells stocked at these trailhead locations. The sheer number of bells picked up at these locations strongly implies the bells are being taken by non-bike riders. The Committee understands there may be an over-arching benefit to others picking up the bells in quantity but, until there can a likely favorable cost/benefit shown, we recommend funding to assist with stocking the bells at the other distribution points, bike shops, lodging, chamber and visitors center, etc..				
	Verde Valley School	$ 15,000	$ 3,000	Funds are requested for ungrading the seed/produce storage container-building located at the VVS campus teaching farm. Proposed upgrades would include climate-control enhancements. The school's local produce production assists our area food banks to supply, free or at reasonable cost, local produce for more nutritious meals. This synergistic effort contributes to sustainable communities.	See comment

	The application and interview did not give the Committee enough data-driven information to understand exactly how many Sedona residents would benefit from VVS garden production/activities. We encourage VVS to seek out data for what is provided free or, at what reduced cost, to our area food banks and to ask those food banks how many Sedona residents each serves. And/or, indicate what garden-related activities are provided, in which a recorded number of Sedona residents participate. With this data, the Committee could better justify an award amount. The Committee understands from Richard Sidy of Gardens for Humanity, that seed storage in particular requires a cool, dry environment. The Committee recognizes how seed storage can be leveraged for broader community impacts, and recommends funding at this time to assist in a solution for seed storage, potentially in a dedicated section of the larger container. Or, to use the recommended award to close the gap for making the container suitable for both seeds and produce as projected.				
	Total for CATEGORY OTHER	**$ 46,162**	**$ 21,441**		
	Total for ALL CATEGORIES	**$ 541,682**	**$ 350,000**		

CITY COUNCIL AGENDA BILL

AB 3097
August 13, 2024
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible action regarding a Resolution approving the canvass of the City's Primary Election held on July 30, 2024.

Department	City Clerk (JoAnne Cook)
Time to Present	5 minutes
Total Time for Item	10 minutes
Other Council Meetings	N/A
Exhibits	A. Resolution B. Official Final July 30, 2024 Primary Results & Calculations

Finance Approval	Reviewed RMS 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	Approve a Resolution declaring and adopting the primary election results. ABS 8/6/24

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

SUMMARY STATEMENT

Background: On July 30, 2024, the City of Sedona held a Primary Election. A.R.S. § 16-643 requires that all election returns be made public by determining the vote for each person voted for and the vote for and against each referred measure appearing upon the ballot at the election. The Primary Election was for a Mayoral seat for a two-year term and three City Council seats for four-year terms. Proposition 481, pursuant to Arizona Revised Statutes, the City of Sedona, Arizona seeks voter approval of a proposed twenty-five (25) year Franchise Agreement to be granted to Arizona Water Company to use the City's public rights-of-way for the purpose of operating its water system and supplying water service within the City, was also considered.

In order for the election results to become official, they need to be canvassed by City Council and read into the City's record. The Results have not been received from Yavapai and Coconino counties and will be made available upon receipt.

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

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

Alternative(s): None

MOTION

I move to: approve Resolution No. 2024-__, a Resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the Primary Election held on July 30, 2024.

RESOLUTION NO. 2024-

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON JULY 30, 2024.

WHEREAS, the City of Sedona, Arizona held a Primary Election on the 30th day of July, 2024 for the nomination/election of a Mayor for a two-year term and three (3) Councilors for four-year terms, and Proposition 481; and

WHEREAS, the election returns have been presented to and have been canvassed by the City Council as shown in the attached Exhibits A & B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sedona, Arizona, as follows:

Section 1. That the total number of ballots cast at said Primary Election, as shown by the Election Summary Reports, was 2,236 for Yavapai County and 948 for Coconino County, for a total of 3,184.

Section 2. That, due to the passage of consolidated election legislation, Coconino and Yavapai Counties are not able to provide the number of ballots to be verified or the number of ballots rejected at the municipal level.

Section 3. That the votes cast for Mayor were as follows:

MAYORAL CANDIDATE	VOTE TOTAL
JABLOW, SCOTT	1,712
MARTINEZ, JOHN	1,448
WRITE-IN VOTES (NOT QUALIFIED)	4

Section 4. That the votes cast for Councilors for the four-year term were as follows:

COUNCIL CANDIDATE	VOTE TOTAL
KINSELLA, KATHY	1,929
TODD, KATHERINE	1,393
PFAFF, DEREK	2,046
PLOOG, HOLLI	2,133
WRITE-IN VOTES (NOT QUALIFIED)	6

Section 5. That the votes cast for Proposition 481; pursuant to Arizona Revised Statutes, the City of Sedona, Arizona seeks voter approval of a proposed twenty-five (25) year Franchise Agreement to be granted to Arizona Water Company to use the City's public rights-of-way for the purpose of operating its water system and supplying water service within the City, are as follows:

PROPOSITION 481	VOTE TOTAL	PERCENT OF VOTES
YES	2,579	86.60%
NO	399	13.40%
Total Votes	2,978	100.00%

Section 6. That it is hereby found, determined, and declared of record that the following four (4) candidates did receive an adequate number of votes, based on the statutory formula, and are hereby issued certificates of election:

NAME	OFFICE	TOTAL VOTES RECEIVED	NUMBER OF VOTES REQUIRED
JABLOW, SCOTT	MAYOR	1,712	1,582
KINSELLA, KATHY	COUNCILOR	1,929	1,252
PFAFF, DEREK	COUNCILOR	2,046	1,252
PLOOG, HOLLI	COUNCILOR	2,133	1,252

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of August, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Election Summary Report
JULY 30, 2024
COUNTY OF YAVAPAI
STATE OF ARIZONA
Results
Official Final Results

Date: 8/5/2024
Time: 3:47:19 PM MST

Registered Voters 166,670 - Total Ballots 76,507 : 45.90%

Party Distribution

Total Ballots	76,507	
OF THE REPUBLICAN PARTY	57,144	74.69%
OF THE DEMOCRATIC PARTY	18,642	24.37%
OF THE LIBERTARIAN PARTY	169	0.22%
OF THE GREEN PARTY	9	0.01%
OF THE NO LABELS PARTY	62	0.08%
NONPARTISAN	481	0.63%

PROPOSITION 481

Total Votes	2,099	
YES	1,818	86.61%
NO	281	13.39%
Undervote	246	
Overvote	0	

SEDONA MAYOR (2-YEAR TERM) (NONPARTISAN)

Vote For 1

Total Votes	2,236	
JABLOW, SCOTT	1,247	55.77%
MARTINEZ, JOHN	989	44.23%
Undervote	108	
Overvote	1	

SEDONA COUNCIL MEMBER (4-YEAR TERM) (NONPARTISAN)

Vote For 3

Total Votes	5,329	
KINSELLA, KATHY	1,380	25.90%
TODD, KATHERINE	969	18.18%
PFAFF, DEREK	1,457	27.34%
PLOOG, HOLLI	1,523	28.58%
Undervote	1,691	
Overvote	15	

Statement of Votes Cast
JULY 30, 2024
COUNTY OF YAVAPAI
STATE OF ARIZONA
Results
Official Final Results

Date: 8/5/2024
Time: 3:51:31 PM MST

	Turnout			SEDONA MAYOR (2-YEAR TERM) (NONPARTISAN)							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	JABLOW, SCOTT		MARTINEZ, JOHN		Over votes	Under votes
Jurisdiction Wide											
SCARLET (330.00)											
Normal	4908	208	4.24%	153	12	1	8.33%	11	91.67%	0	0
Early Voting	4908	2049	41.75%	153	63	43	68.25%	20	31.75%	0	7
Provisional	4908	1	0.02%	153	0	0	-	0	-	0	0
RUBY (331.00)											
Normal	5718	265	4.63%	4920	227	63	27.75%	164	72.25%	0	17
Early Voting	5718	2303	40.28%	4920	1934	1140	58.95%	794	41.05%	1	84
Provisional	5718	-	-	4920	0	0	-	0	-	0	0
Total											
Normal	166670	8479	5.09%	5073	239	64	26.78%	175	73.22%	0	17
Early Voting	166670	67962	40.78%	5073	1997	1183	59.24%	814	40.76%	1	91
Provisional	166670	66	0.04%	5073	0	0	-	0	-	0	0
Total	166670	76507	45.90%	5073	2236	1247	55.77%	989	44.23%	1	108

	Turnout			SEDONA COUNCIL MEMBER (4-YEAR TERM) (NONPARTISAN)											
	Reg. Voters	Ballots Cast	% Turnout	Reg Voters	Total Votes	KINSELLA, KATHY		TODD, KATHERINE		PFAFF, DEREK		PLOOG, HOLLI		Over votes	Under votes
Jurisdiction Wide															
SCARLET (330.00)															
Normal	4908	208	4.24%	153	25	8	32.00%	9	36.00%	2	8.00%	6	24.00%	0	11
Early Voting	4908	2049	41.75%	153	154	41	26.62%	29	18.83%	41	26.62%	43	27.92%	0	56
Provisional	4908	1	0.02%	153	0	0	-	0	-	0	-	0	-	0	0
RUBY (331.00)															
Normal	5718	265	4.63%	4920	433	84	19.40%	140	32.33%	105	24.25%	104	24.02%	0	299
Early Voting	5718	2303	40.28%	4920	4717	1247	26.44%	791	16.77%	1309	27.75%	1370	29.04%	15	1325
Provisional	5718	-	-	4920	0	0	-	0	-	0	-	0	-	0	0
Total															
Normal	166670	8479	5.09%	5073	458	92	20.09%	149	32.53%	107	23.36%	110	24.02%	0	310
Early Voting	166670	67962	40.78%	5073	4871	1288	26.44%	820	16.83%	1350	27.72%	1413	29.01%	15	1381
Provisional	166670	66	0.04%	5073	0	0	-	0	-	0	-	0	-	0	0
Total	166670	76507	45.90%	5073	5329	1380	25.90%	969	18.18%	1457	27.34%	1523	28.58%	15	1691

	Turnout			PROPOSITION 481							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES		NO		Over votes	Under votes
Jurisdiction Wide											
SCARLET (330.00)											
Normal	4908	208	4.24%	153	12	10	83.33%	2	16.67%	0	0
Early Voting	4908	2049	41.75%	153	59	50	84.75%	9	15.25%	0	11
Provisional	4908	1	0.02%	153	0	0	-	0	-	0	0
RUBY (331.00)											
Normal	5718	265	4.63%	4920	212	157	74.06%	55	25.94%	0	32
Early Voting	5718	2303	40.28%	4920	1816	1601	88.16%	215	11.84%	0	203
Provisional	5718	-	-	4920	0	0	-	0	-	0	0
Total											
Normal	166670	8479	5.09%	5073	224	167	74.55%	57	25.45%	0	32
Early Voting	166670	67962	40.78%	5073	1875	1651	88.05%	224	11.95%	0	214
Provisional	166670	66	0.04%	5073	0	0	-	0	-	0	0
Total	166670	76507	45.90%	5073	2099	1818	86.61%	281	13.39%	0	246

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Statistics

	TOTAL
Registered Voters - Total	1,912
Ballots Cast - Total	948
Ballots Cast - Blank	0
Voter Turnout - Total	49.58%

MAYOR CITY OF SEDONA

Vote For 1

	TOTAL
JABLOW, SCOTT	465
MARTINEZ, JOHN	459
Write-In Totals	4
Total Votes Cast	928
Overvotes	0
Undervotes	20

COUNCILMEMBER CITY OF SEDONA

Vote For 3

	TOTAL
KINSELLA, KATHY	549
TODD, KATHERINE	424
PFAFF, DEREK	589
PLOOG, HOLLI	610
Write-In Totals	6
Total Votes Cast	2,178
Overvotes	0
Undervotes	666

PROPOSITION 481 CITY OF SEDONA

Vote For 1

	TOTAL
YES	761
NO	118
Total Votes Cast	879
Overvotes	0
Undervotes	69

Sedona Mayor Majority of Votes Cast Calculation
2-year Seat

Mayoral Candidate	Coconino County Votes Received	Yavapai County Votes Received	Total Votes Received
JABLOW, SCOTT	465	1,247	1712
MARTINEZ, JOHN	459	989	1448
Write-In Totals	4		4
Total Votes	928	2,236	3164
Total Votes Divided by Number of Seats to be Filled (1)			3,164
Result Divided by Two			1582.00
Number of Votes for Majority to be Elected at Primary			1,582

Sedona Council Majority of Votes Cast Calculation
4-year Seat

Councilor Candidate	Coconino County Votes Received	Yavapai County Votes Received	Total Votes Received
KINSELLA, KATHY	549	1,380	1929
TODD, KATHERINE	424	969	1393
PFAFF, DEREK	589	1,457	2046
PLOOG, HOLLI	610	1,523	2133
Write-In	6	0	6
Total Votes	2178	5329	7507
Total Votes Divided by Number of Seats to be Filled (3)			2502.33
Result Divided by Two			1251.17
Number of Votes for Majority to be Elected at Primary			1,252

Proposition 481 Franchise Agreement
Oak Creek Water

Proposition 481	Coconino County Votes Received	Yavapai County Votes Received	Total Votes Received	Percentage
YES	761	1,818	2,579	86.60%
NO	118	281	399	13.40%
Total Votes	879	2,099	2,978	100.00%

CITY COUNCIL AGENDA BILL

AB 3066
August 13, 2024
Regular Business

Agenda Item: 8g
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 8/5/24
City Attorney Approval	Reviewed 8/6/24 KWC
City Manager's Recommendation	For discussion and direction only. ABS 8/6/24

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							
				AB 3091 Discussion/possible action regarding an additional $600,000 into the SIM 1B -Uptown Road Improvements Project for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, but to also include the southbound areas.	Regular	Hall/Harris	30 min
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				
				Approval of Proclamantion, 40th Anniversary of Sedona Community Center	Consent	Ploog/Kinsella	NA
				AB 3101 Renewal of Home Energy Retrofit Project agreement with CozyHome LLC for the amount of up to $90,000.	Consent	Beck	NA
				AB 3087 Approval of a construction contract for Dry Creek Road SUP from Two Fences to Gringo SIM-11m.	Consent	Phillips	NA
				AB 3106 Approval of a Contract amendment with Fann Contracting, Inc in the amount of (approximately $1.7M to be defined in the Agenda Bill) for additional work on Forest Road Connection Project	Regular	Welch/Harris	15 min
				AB 3097 Discussion/possible action regarding the Broken Arrow Speed Limit Petition.	Regular	Spickard	1 hour
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
09/11/24	Wednesday	2:30 p.m.	Special Meeting				
				AB 3098 Sustainability Department provides programming updates and decarbonization roadmap	Special	Beck	2 hours
9/24/2024	Tuesday	4:30	Regular Meeting				

				AB 3035 Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) to allow for development of a 110-room hotel and 40-unit multifamily housing project (Village at Saddlerock Crossing) at 1259 & 1335 W State Route 89A; 82 & 86 Saddlerock Circle; and 105 Elk Road. The property is within the Soldiers Pass Community Focus Area, is ±6.3 acres, and is located south of the intersection of W State Route 89A and Soldiers Pass Road between Saddlerock Circle and Elk Road. APN: 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088. The requested Zone Change is from CO (Commercial) and RM-2 (Medium-High Density Multifamily) to L (Lodging). Case Number: PZ19-00005 (ZC, DEV) Owner/Applicant: The Baney Corporation (Curt Baney) Authorized Representative: Withey Morris Baugh, PLC (Jason Morris and Benjamin Tate).	Regular	Meyer	2 hour
				AB 3071 Adopt draft Development Impact Fees LUA and IIP.	Regular	Spickard	1 hour
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
9/25/2024	Wednesday	1:00 p.m.	Special Meeting				
				Joint Meeting w/ Sedona Fire District regarding future location of new fire station.	Special	Spickard	2 hour
9/25/2024	Wednesday	3:00 p.m.	Special Meeting				
				AB 3025 Presentation/discussion regarding the findings and recommendations of the Airport Assessment.	Special	Dickey	1 hour
10/8/2024	Tuesday	4:30 p.m	Regular Meeting				
				AB 3092 Presentation/discussion with Northern Arizona Healthcare (NAH) President and CEO Dave Cheney and VP, Construction and Real Estate Development Steve Eiss.	Special	Spickard	
				AB 3099 Discussion/possible action regarding the future of the Historical Preservation Commission.	Regular	Spickard	