AGENDA 4:30 P.M.

CITY COUNCIL MEETING — TUESDAY, SEPTEMBER 10, 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 - August 13, 2024 City Council Special Meeting - Executive Session.
b. Minutes - August 13, 2024 City Council Regular Meeting.
c. Minutes - August 14, 2024 City Council Special Meeting.
d. Approval of Proclamation, Constitution Week, September 17-23, 2024.
e. AB 3115 Approval of a Final Plat for Chapel View Terrace, to allow for a six (6) unit subdivision at 10 Sky Line Drive. The property is zoned single-family residential (RS-18) and is located south west of the Chapel Road roundabout on State Route 179 Applicant: Passion LLC (Chris Rife) Case Number: PZ21-00014 (SUB).

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

a. Proclamation, Constitution Week, September 17-23, 2024.

8. REGULAR BUSINESS

a. AB 3110 **Public hearing/discussion/possible action** regarding Community Development Block Grant (CDBG) funding reallocation; approval of Resolution to submit new application for FY23 CDBG funds to Arizona Dept. of Housing for a Home Repair Program in partnership with Verde Valley Habitat for Humanity also authorizing City Manager to sign application and execute contract(s) subject to approval by City Attorney; and approval of separate Resolution to approve Home Repair Guidelines for FY2023 CBDG funding.
b. AB 3097 **Discussion/possible action** regarding the Broken Arrow Speed Limit Petition and Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic) by adding Chapter 10.30 (Improper Motor Vehicle Equipment); and the voluntary agreement with local OHV rental companies.
c. AB 3106 **Discussion/possible action** regarding a contract change order with Fann Contracting, Inc. for the Forest Road Connection Project in the approximate amount of $1,474,527.
d. AB 3112 **Discussion/possible action** regarding approval of a contract amendment with Kimley-Horn and Associates, Inc. for the Forest Road Project, SIM 5B, post-design professional services in the approximate amount of $60,075.

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

e. AB 3113 **Discussion/possible action** regarding approval of a contract amendment with Kimley-Horn and Associates, Inc. for the Brewer/Ranger Roundabout Project, SIM 5D, professional services contract in the approximate amount of $124,550.

f. AB 3108 **Discussion** regarding an amendment to Sedona City Code (SCC) Sections 12.05.040 and 12.05.110, modifying the Maricopa Association of Governments (MAG) and specifications regarding utility trench backfill procedures. (First meeting)

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: 8-29-24 _____

By: DJ JoAnne Cook, CMC, City Clerk

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

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

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

Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, August 13, 2024, 2:00 p.m.

1. Call to Order

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

2. Roll Call

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

Staff Present item: City Attorney Kurt Christianson, and City Clerk JoAnne Cook. City Manager Anette Spickard and Deputy City Manager Andy Dickey entered the meeting at 2:40 p.m.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 2:03 p.m. Seconded by Councilor Kinsella. 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 regarding personnel matters, specifically to discuss City Attorney Kurt Christianson's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).

City Manager Anette Spickard and Deputy City Manager Andy Dickey entered the meeting at 2:40 p.m.

b. 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).

c. Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation regarding Olson Real Estate Group, Inc. v. City of Sedona Yavapai County Superior Court Case No. CV2024000694. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

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

Reconvened in open session at 3:36 p.m.

Motion: Councilor Kinsella moved to approve a 5% increase to the base salary of the City Attorney, effective August 30th. Seconded by Councilor Fultz. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

4. Adjournment

Mayor Jablow adjourned the meeting at 3:38 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 13, 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, August 13, 2024, 4:30 p.m.

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

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

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Planning Manager Cari Meyer, Communications Manager Lauren Browne, Director of Community Development Steve Mertes, Assistant Director of Public Works Sandy Phillips, Director of Public Works/City Engineer Kurt Harris, Associate Engineer Bob Welch, Police Chief Stephanie Foley, Police Lieutenant/Manager Erin Loeffler, Assistant Engineer Hanako Ueda, Accounting Manager Renee Stanley, Revenue Supervisor Bernadette Krchnavy, Communications Manager Lauren Browne, Contract Administrator Ian Coubrough, Arts & Culture Specialist Nancy Lattanzi, Sustainability Coordinator Zach Schwarz, Short-Term Rental Specialist Teresah Arthur, Community Services Aide Jack Ross, Budget and Financial Analyst Sterling West, Assistant Project Manager Gillian Arnold, Transit Administrator Robert Weber, Director of Wastewater Roxanne Holland, Assistant Attorney Monique Coady, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi introduced the Acapella Quartet Surround Sound. They sang, “Red Rock Rag”, and a “Wish for the City Council Meeting”.

3. Consent Items

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.

Item 3k was pulled off Consent Items by Councilor Furman for public discussion regarding costs. Bob Welch and Kurt Harris spoke to the item regarding the change order.

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

Motion: Councilor Furman moved to approve consent items 3k. Seconded by Councilor Kinsella. 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

Mayor Jablow announced Alex Schroder was promoted to the US Forest Service District Ranger position. Vice Mayor Ploog stated she attended a Meals for Wheels delivery; she encouraged councilmembers to do the same.

6. Public Forum

Opened to the public at 4:51 p.m.

Julie Richard, Sedona (Sedona Arts Center), spoke regarding the status of the Art Mural restoration efforts. She stated the Sedona Arts Center recently received a large grant for an entrepreneurial development program. She invited all to the next opening and the Myrna Harrison Exhibit on October 6th.

Brought back to Council at 4:53 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

Item 8d was moved ahead of item 8b on the agenda, item 8c was heard next ahead of item 8c.

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.

Presentation by Cari Meyer, Stephen W. Polk, Esq., Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., and Nicholas J. Wood, P.L.L.C.

Questions and comments from Council.

Opened Public Hearing at 5:56 p.m.

The following spoke in favor of item 8a: Heiner Zacher, Sedona, Joe Huff, Sedona, Nicolas Pigati, Clarkdale, Lew Hoyt, Sedona, Joe Franquero, Phoenix, Christina Hemingson, Sedona, Deborah Waldvogel, Sedona, Joetta Winer, Sedona, Patrick Schweiss, Sedona, Mike Wise, Sedona,

Gabriel Browne, Sedona, asked a question regarding the proposal adjacent to Ownby Way.

Joe Huff left prior to his turn to speak.

Closed Public Hearing at 6:20 p.m.

Questions and comments from Council.

Motion: Vice Mayor Ploog moved to go into executive session for legal consultation per 9a, regarding item 8a at 6:21 p.m. Councilor Williamson seconded. Entered into executive session at 6:30 p.m. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Reconvened in open session 6:56 p.m.

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve Ordinance No. 2024-02, 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). Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

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.

Presentation from Anette Spickard and Ben Griffin, Senior Fiscal/Economic Analyst,

Tischler Bise, Inc.

Questions and comments from Council.

Opened the Public Hearing at 9:30 p.m.

Sean Smith, Sedona, spoke regarding using an increase in fees to support the construction of more city shared use paths.

Closed Public Hearing at 9:31 p.m.

Questions and comments from Council.

Public Hearing only, no action taken.

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.

Presentation by Renee Stanley, Bernadette Krchnavy, and Roxanne Holland.

Comments and questions from Council.

Opened Public Hearing at 7:58 p.m.

The following spoke against the wastewater rate increase in Thunder Mountain Ranch: Donna Foreman, Sedona, Glenn Mann, Sedona, Patricia Corral, Sedona.

Kate Mauldi, Oracle AZ, spoke regarding the rate structure and usage.

Ronald Rovey, Sedona, spoke against the increase at his commercial property.

Closed Public Hearing at 8:12 p.m.

Questions and comments from Council.

Motion: Councilor Williamson moved to approve Resolution No. 2024-18, creating a public record entitled "Exhibit A - Proposed Changes to the Sedona Consolidated Fee Schedule, Finance, Wastewater Rates". Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Motion: Councilor Williamson moved to approve Ordinance No. 2024-03, 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. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

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.

Presentation by Cari Meyer.

Opened Public Hearing at 9:54 p.m.

No public comments heard.

Closed Public Hearing at 9:54 p.m.

Questions and comments from Council.

Motion: Councilor Williamson moved to approve Resolution 2024-19, establishing as a public record "Exhibit A – August 13, 2024 Proposed Land Development Code Revisions". Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Motion: Councilor Williamson moved to approve Ordinance 2024-04 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. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

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.

Presentation by Small Grants Chair and Program Facilitator Stephanie Geisberg and Teresah Arthur.

Questions and comments from Council.

By majority consensus, Council requested the Bridge Group reach out to the community to recruit new members.

Motion: Vice Mayor Ploog moved 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. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

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

Presentation by JoAnne Cook.

Motion: Vice Mayor Ploog moved to approve Resolution No. 2024-20, 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. Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman,

Kinsella, Williamson) and zero (0) opposed.

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

Councilor Kinsella requested a detailed discussion regarding the closure of the Tlaquepaque pedestrian crossing HWY179 during the next SIM update. Councilor Fultz supported her request.

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 10:03 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 13, 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, August 14, 2024, 3:00 p.m.

1. Call to Order

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

2. Roll Call

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

Staff in attendance: City Manager Anette Spickard, City Attorney Kurt Christianson, Housing Coordinator Jeanne Frieder, Communications and Tourism Director Lauren Browne, Special Initiatives Coordinator Kegn Moorcroft, Tourism & Economic Initiatives Coordinator James Mogensen, Marketing Manager Rob MacMullan, Director of Community Development Steve Mertes, Tourism Manager Andrew Grossmann, Marketing Coordinator Amandha Zhane, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 2912 Discussion/possible action regarding a reallocation of 2023 CDBG funds for critical home repair funding for low-income households, including seniors and disabled individuals, to be managed by Verde Valley Habitat for Humanity.

Presentation by Jeanne Frieder and comments by Steve Mertes

CEO of Steps to Recovery, Damien Browning, spoke of previous plans to find and fund real estate for recovery and workforce housing and his willingness to assist with the need for housing assistance moving forward.

Questions and Comments from Council throughout the presentation.

Motion: Vice Mayor Ploog moved to authorize the reallocation of 2023 CDBG to Verde Valley Habitat for Humanity Sedona Home Repair Program, and direct staff to move forward with reallocation activities. Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

b. AB 3076 Discussion/possible direction regarding Tourism Visitor Data and Draft Strategic Plan.

Presentation by Lauren Browne and Transportation Data Scientist with Kimley-Horn, Anthony Gallo, PE, RSP1, and comments by Kimley-Horn Project Manager Andrew Baird.

Questions and Comments from Council throughout the presentation.

Opened to public at 4:49 p.m.

Richard Kepple, Sedona, congratulated staff on the good and easy to understand data.

Brought back to Council at 4:50 p.m.

Break at 4:53 p.m. Brought back to Council at 5:01 p.m.

Presentation by Lauren Browne and Andrew Grossmann continued with comments by Rob MacMullan

Questions and Comments from Council throughout the presentation.

Presentation and discussion only, no direction given.

c. 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 6:33 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 14, 2024.

_____ _____

Marcy Garner, Deputy City Clerk Date

City of Sedona Proclamation Request Form

Full Name of Contact Person	Roberta Rust
Contact Phone Number	480-294-7841
Contact Mailing Address	20 Rue de Lynn Lane Sedona Az. 86336
Contact Email Address	bertier1@earthlink.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	National Daughters of the American Revolution Oak Creek Chapter National Constitution Week September 17- 23 2024
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Scott Jablow Holli Ploog
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	September 17- 23, 2024
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☑ Presentation at Meeting ☐ Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Valarie Maxey 730 E. Peila Ave. Clarkdale, Az. 86326-4861 817-368-2409

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

The National Society of the Daughters of the American Revolution; Oak Creek Chaper, wish to
address a "Proclamation" application with the City of Sedona to recognized "National Constitution Week" September 17- 23, 2024. Public law 915 guarantees the issuing of a Proclamation each year. We are asking our citizens to reaffirm the ideals of the framers of the Consitution had in the year 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties. The Constitution must be maintained, for it is the only safeguard of our liberties. "Abraham Lincoln".
The Daughters of the American Revolution Oak Creek Chapter was founded June 26, 2006 Our mission is to promote the memory and spirit of the men and women who achieved American independence, by the acquisition and protection of historical spots and documents, and relics and the protection of the records of service of the Revolutionary soldiers, and patriots. Our members provide a avenu of American Flags and banner at the Pine cemetery honoring our Veterans on Memorial Day. We display a exhibit on Memorial Day in the Sedona Library. We fund and participate in the placement of National Wreaths Across America. Chapter Volunteers will place American Flags at the entrance of the Sedona Heritage Museum

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

The National Society of Daughters of the American Revolution Oak Creek Chapter Sedona Arizona, whereas, it is fitting and proper to officially recognize this magnificeny document and the anniversary of its creation. On September 17 2024 marks the 227 anniversary of the drafting of the Constitution of the United States. Oak Creek Chapter promotes educating the community on the history of the Constitution by displaying an exhibit in the Sedona Library on the Constitution. We will ring a bell at 4:00pm EST on September 17 which will be heard around the United States for celebrating the beginning of Constitution Week. Chapter volunteers will be handing out booklets and information on the Constitution in the Sedona Library at different times September 17- 23, 2024. We hope to promote patriotism, and preserve "American History". Thank you Oak Creek Chapter representive Roberta Rust

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

Office of the Mayor
City of Sedona, Arizona

Proclamation

CONSTITUTION WEEK
September 17 through 23, 2024

WHEREAS, September 17, 2024 marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations that will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2023 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 10th day of September, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

CITY COUNCIL AGENDA BILL

Agenda Item: 3e
Proposed Action & Subject: Approval of a Final Plat for Chapel View Terrace, to allow for a six (6) unit subdivision at 10 Sky Line Drive. The property is zoned single-family residential (RS-18) and is located southwest of the Chapel Road roundabout on State Route 179 Applicant: Passion LLC (Chris Rife) Case Number: PZ21-00014 (SUB).

Department	Community Development/Cari Meyer
Time to Present **Total Time for Item**	N/A
Other Council Meetings	December 13, 2022 for Preliminary Plat
Exhibits	A. Final Plat

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/24 KWC
City Manager's Recommendation	Approve the Final Plat for Chapel View Terrace. JAD 8/27/24

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

SUMMARY STATEMENT

Background:

The applicant is requesting Final Plat approval to allow for a six (6) unit subdivision at 10 Sky Line Drive. The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat (5-0, Commissioners Gajewski and Wiehl excused) on October 18, 2022. City Council unanimously approved the Preliminary Plat (7-0) on December 13, 2022.

Evaluation of Proposal

The form of the Final Plat meets all City requirements. City Staff has reviewed the Final Plat and determined that all conditions of approval have been met. As all conditions have been met, the City Council may now consider approval of the Final Plat. Once approved, the applicant will be required to provide Assurances of Construction in accordance with Sedona Land Development Code Section 8.5.B(3)d.3. Once this is completed, the applicant will record the Final Plat with Coconino County and construction of the infrastructure improvements and residences will proceed through the building permit process.

Please note, due to file size constraints, only the Final Plat is included as an attachment to this agenda bill. Additional project materials are available online at:

https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/chapel-view-terrace

During the City Council public hearing on December 13, 2022, Council discussed and approved the Preliminary Plat, with an allowance to provide a decomposed granite walkway between State Route 179 and the new street rather than a concrete sidewalk on the entire southern frontage of the property. This change is reflected on the Final Plat.

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

As a subdivision proposed to develop under the current zoning, the Climate Action Plan is not directly applicable to this project.

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

The Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 5-0 vote (Commissioners Gajewski and Wiehl excused) on October 18, 2022. The Final Plat is in compliance with that recommendation.

Alternative(s): Council could elect to not approve the Final Plat.

MOTION

I move to: approve the proposed Final Plat as set forth in case number PZ21-00014 (SUB), Chapel View Terrace, based on compliance with all ordinance requirements and satisfaction of the Subdivision criteria and applicable Land Development Code requirements.

CHAPEL VIEW TERRACE FINAL PLAT

A SUBDIVISION OF PARCEL B, AS RECORDED IN INSTRUMENT #3686479 & INSTRUMENT #3807829, COCONINO COUNTY RECORDERS OFFICE LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA
ORIGINAL ASSESSORS PARCEL NUMBER 401-34-033B
CONTAINING ±3.29 ACRES
ZONED SINGLE FAMILY RESIDENTIAL (RS-18)
CASE NO. PZ21-00014 (SUB)

SHEET INDEX

1 FINAL PLAT COVER SHEET
2 FINAL PLAT
3 DETAILS

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT PASSION II, LLC, A LIMITED LIABILITY CORPORATION ("TRUSTEE"), HAS SUBDIVIDED UNDER THE NAME OF "CHAPEL VIEW TERRACE", A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "CHAPEL VIEW TERRACE" ("THE PLAT"). "TRUSTEE" HEREBY DECLARES THAT "THE PLAT" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS, AND THAT EACH SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN HEREON.

"TRUSTEE" HEREBY DECLARES THAT THE EASEMENTS SHOWN UPON THIS PLAT SHALL BE ESTABLISHED AND RESERVED IN ACCORDANCE WITH THE NOTATION ON SAID PLAT AND SHALL PROVIDE TO THE PUBLIC THE USE THEREOF FOREVER FOR INGRESS, EGRESS PURPOSES AND FOR INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SANITARY SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE SERVICES, WATERCOURSES AND/OR DRAINAGE FACILITIES. THE "TRUSTEE" ALSO DECLARES THAT THE STREETS CONSTRUCTED AND LOCATED WITHIN THE SUBJECT EASEMENTS PROVIDING ACCESS TO, FROM AND THROUGHOUT THE SUBDIVISION SHALL REMAIN PRIVATE, AND ARE NOT DEDICATED TO THE PUBLIC BUT ARE RESERVED FOR THE USE, ENJOYMENT AND BENEFIT OF THE ADJACENT OWNERS; THE MAINTENANCE OF THE SAID STREET WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

FURTHER THE "TRUSTEE" HEREBY GRANTS TO THE CITY OF SEDONA, A MUNICIPAL CORPORATION, LICENSE TO ACCESS UPON THE ESTABLISHED EASEMENT AND STREETS PROVIDED AS DESCRIBED HEREON, FOR THE PURPOSE OF PERIODIC INSPECTION AND MAINTENANCE OF THE WATERCOURSES AND/OR DRAINAGE FACILITIES. THE MAINTENANCE OF THE DRAINAGE EASEMENTS AND FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF:

"TRUSTEE" HAS CAUSED THIS PLAT TO BE DULY EXECUTED AS OF THIS _____ DAY OF _____, 2024.

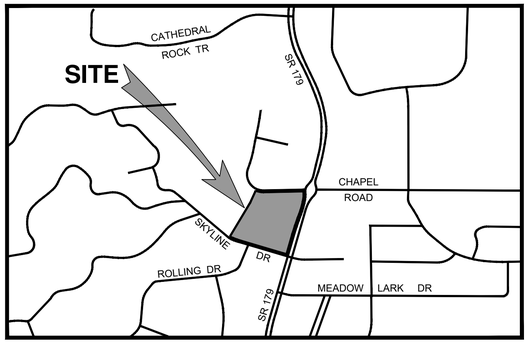
BY: _____
TRUST OFFICER

STATE OF ARIZONA)
SS
COUNTY OF COCONINO)

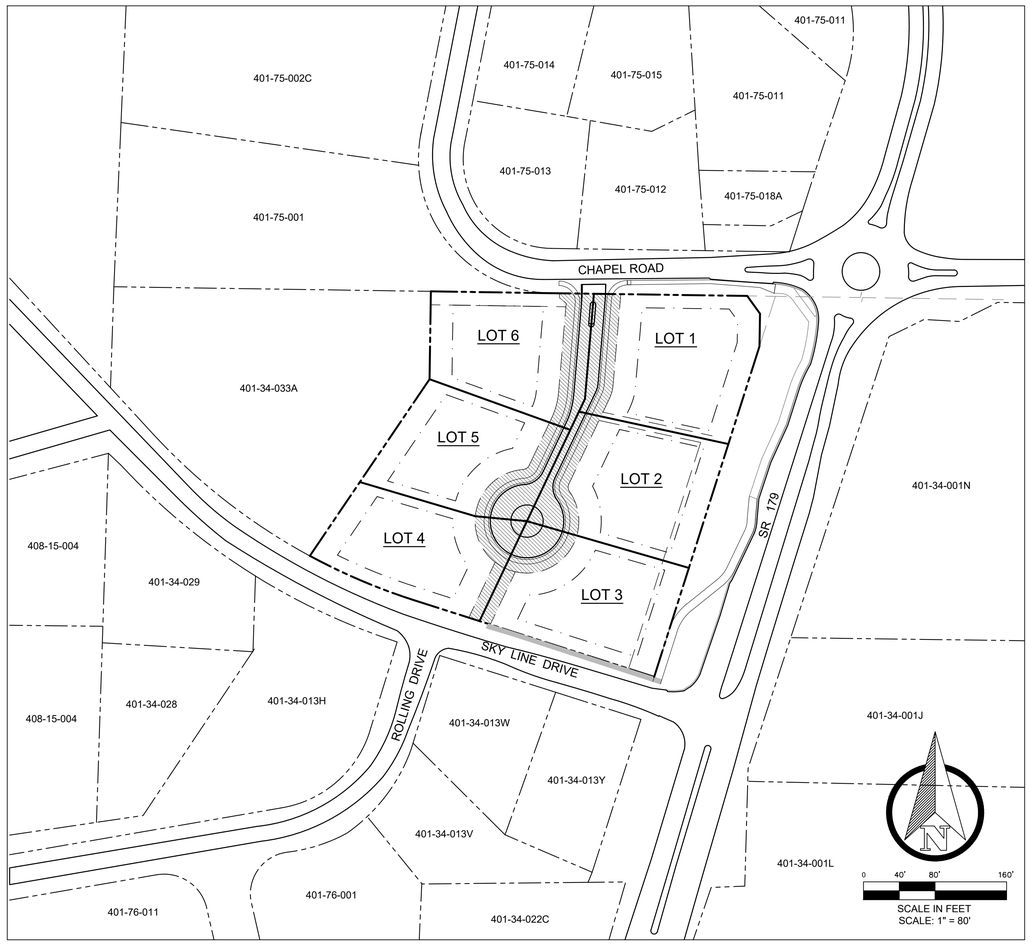
SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ , 2024

BY: _____ , MY COMMISSION EXPIRES

_____
NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE



CERTIFICATE OF APPROVALS

SEDONA COMMUNITY DEVELOPMENT DEPARTMENT

_____ _____
DIRECTOR DATE

SEDONA FIRE DISTRICT

_____ _____
FIRE MARSHAL DATE

SEDONA PUBLIC WORKS DEPARTMENT

_____ _____
CITY ENGINEER DATE

SEDONA CITY COUNCIL

_____ _____
MAYOR OF SEDONA DATE

_____ _____
CITY CLERK DATE

PLAT NOTES

1. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER ANY UTILITY EASEMENT EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE DRAINAGE EASEMENT EXCEPT STONE, GRAVEL, OR OTHER DRAINAGE CHANNEL MATERIALS OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
3. ALL STREETS PLATTED HEREON ARE PRIVATE AND SHALL NOT BE MAINTAINED BY THE CITY OF SEDONA. STREET MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNERS.
4. VISIBILITY EASEMENTS SHOWN ON THE SUBDIVISION LAND DEVELOPMENT PLANS SHALL BE MAINTAINED BY THE THE ADJACENT PROPERTY OWNERS ON BOTH SIDES OF ENTRANCE ROAD. VEGETATION WITHIN SHALL BE PRUNED AND MAINTAINED AT A HEIGHT LESS THAN 2'. TREE BRANCHES LOWER THAN 6' WITHIN THE TRIANGLES SHALL ALSO BE PRUNED.
5. FRONT PROPERTY LINES FOR LOTS 1 – 6 ARE THE CENTER LINE OF THE INGRESS/EGRESS EASEMENT.
6. ALL FRONT BUILDING SETBACKS SHALL BE MEASURED FROM THE EDGE OF THE INGRESS/EGRESS EASEMENT.
7. LOT CORNERS WITHIN THE SUBDIVISION SHALL BE SET WITHIN 90 DAYS OF THE APPROVAL AND RECORDATION OF THE FINAL PLAT AND WILL BE MONUMENTED IN ACCORDANCE WITH THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS BY THE REGISTERED LAND SURVEYOR OF RECORD. THE MONUMENTS SHALL BE 1/2" REBARS SET WITH PLASTIC CAPS INSCRIBED WITH "LS29263" AT EACH NEW LOT CORNER OR MISSING CORNER. ADDITIONALLY, LOT CORNERS LOCATED IN THE ROADWAY ASPHALT SHALL BE SET WITH PK NAIL WITH TAG "LS 29263".
8. THE FOUND MONUMENTS SHOWN HEREON ARE FROM THE NOTES OF THE ACTUAL FIELD SURVEY CONDUCTED BY TIMOTHY L. HAMMES RLS #29263 ON FEBRUARY 23, 2022.
9. ALL RECORDED EASEMENTS ARE SHOWN AS PART OF THESE DOCUMENTS.
10. THE WORD "CERTIFICATION", AS SHOWN HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS DEPICTED ON THIS PLAT AND DOES NOT CONSTITUTE A WARRANT OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
11. THE LAND BEING SUBDIVIDED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
12. THE 15' UTILITY EASEMENT WITHIN LOT 6 IS PROVIDED FOR THE INSTALLATION OF A PRIVATE SANITARY SEWER SERVICE LINE AND A GAS SERVICE LINE BETWEEN APN 401–34–033A AND THE SEWER MAIN WITHIN CHAPEL ROAD.

ADJACENT UNSUBDIVIDED LOT NOTES

1. NORTH – MYSTIC HILLS 08/05/1992, BOOK 01495 PAGE 555
2. EAST – STATE HIGHWAY 89A
3. SOUTH AND WEST ARE INDIVIDUAL LOTS THAT ARE NOT PART OF A SUBDIVISION.

UTILITY COMPANIES

ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
P.O. BOX 53920, STE. 9996
PHOENIX, ARIZONA 85072–3920

WATER: ARIZONA WATER COMPANY
3805 N. BLACK CANYON HIGHWAY
PHOENIX, AZ 8505–5351

SEWER: CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

CABLE/PHONE: CENTURYLINK
CENTURYLINK ENGINEERING
500 S. CALVARY WAY
COTTONWOOD, AZ 86326

SUDDENLINK
65 COFFEEPOT DRIVE STE. A
SEDONA, ARIZONA 86336

GAS: UNISOURCE ENERGY SERVICES
UNS GAS, INC.
P.O. BOX 80078
PRESCOTT, AZ 86304–8078

SOLID WASTE COLLECTION: COLLECTION: PATRIOT DISPOSAL
211 SMITH ROAD
SEDONA, AZ 86336

DEVELOPER CONTACT INFORMATION

CHRIS RIFE
PASSION II LLC
1300 W WATERLOO ROAD
EDMOND, OK 73025
(480) 734–3999

PARCEL ZONING RS-18

SINGLE FAMILY RESIDENCE
MIN LOT SIZE = 18,000 SQ. FT.

LOTS 1 - 6
SMALLEST LOT = 21,423 S.F. (0.49 AC)
LARGEST LOT = 27,205 S.F. (0.62 AC)
AVERAGE LOT SIZE = 23,878 S.F. (0.55 AC)

LEGAL DESCRIPTION

PARCEL "B", AS RECORDED IN INSTRUMENT #3686479 & INSTRUMENT #3807829, IN THE RECORDS OF COCONINO COUNTY, ARIZONA LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA, SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

BEGINNING AT THE NORTHWEST CORNER OF SECTION 30, THENCE SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS EAST A DISTANCE OF 354.46 FEET TO A 1/2 INCH REBAR WITH A CAP MARKED LS29884, THE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS EAST, A DISTANCE OF 133.90 FEET ALONG THE NORTHWEST LINE OF SECTION 30;
THENCE SOUTH 89 DEGREES, 11 MINUTES, 50 SECONDS EAST, A DISTANCE OF 219.87 FEET, ALONG SOUTHERLY RIGHT–OF–WAY LINE OF CHAPEL ROAD;
THENCE SOUTH 35 DEGREES, 53 MINUTES, 16 SECONDS EAST, A DISTANCE OF 24.46 FEET, ALONG THE WEST RIGHT–OF–WAY LINE OF STATE ROUTE 179;
THENCE SOUTH 00 DEGREES, 50 MINUTES, 06 SECONDS WEST, A DISTANCE OF 36.62 FEET, ALONG THE WEST RIGHT–OF–WAY LINE OF STATE ROUTE 179;
THENCE SOUTH 17 DEGREES, 40 MINUTES, 03 SECONDS WEST, A DISTANCE OF 387.97 FEET, ALONG THE WEST RIGHT–OF–WAY LINE OF STATE ROUTE 179;
THENCE SOUTH 89 DEGREES, 30 MINUTES, 46 SECONDS EAST, A DISTANCE OF 144.16 FEET, TO THE EAST LINE OF SAID TRACT "A"
THENCE NORTH 72 DEGREES, 21 MINUTES, 33 SECONDS WEST, A DISTANCE OF 281.70 FEET;
THENCE NORTHWESTERLY THROUGH A CONCAVE CURVE WITH A LENGTH OF 126.96 FEET, A RADIUS OF 678.28 FEET, A DELTA OF 10 DEGREES, 43 MINUTES, 30 SECONDS, A CHORD BEARING OF NORTH 66 DEGREES, 54 MINUTES, 15 SECONDS AND A CHORD LENGTH OF 126.78 FEET;
THENCE NORTH 34 DEGREES, 06 MINUTES, 06 SECONDS EAST, A DISTANCE OF 238.76 FEET;
THENCE NORTH 00 DEGREES, 50 MINUTES, 00 SECONDS EAST, A DISTANCE OF 98.18' FEET, TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS EAST (PER B.L.M. PLAT) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST AS MONUMENTED BY B.L.M. BRASS CAPPED PIPES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS, EAST (PER B.L.M. PLAT) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST G.&S.R.M., COCONINO COUNTY, ARIZONA.

LAND SURVEYOR CERTIFICATION

THIS FINAL PLAT AND SURVEY ON WHICH IT IS BASED WHERE CONDUCTED UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP IS PUBLISHED SUBJECT TO ALL CONDITIONS, RESERVATIONS AND RESTRICTIONS OF THE PUBLIC RECORD.

_____ _____
TIMOTHY L. HAMMES RLS #29263 DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29263
TIMOTHY L.
HAMMES
Date Signed
ARIZONA U.S.A.

SEFTON ENGINEERING CONSULTANTS
40 STUTZ BEARCAT DR.
SEDONA, ARIZONA 86336
PH: (928) 202-3999
FAX: (888) 229-2970
LS@SEFENGCO.COM

SHEET TITLE: FINAL PLAT COVER SHEET

PROJECT TITLE: CHAPEL VIEW TERRACE
10 SKY LINE DRIVE, SEDONA, ARIZONA

DRAWN BY: RJB
SCALE: AS NOTED
DATE: 08/01/2024
PROJECT NO: 210305
SHEET NO. 1 OF 3

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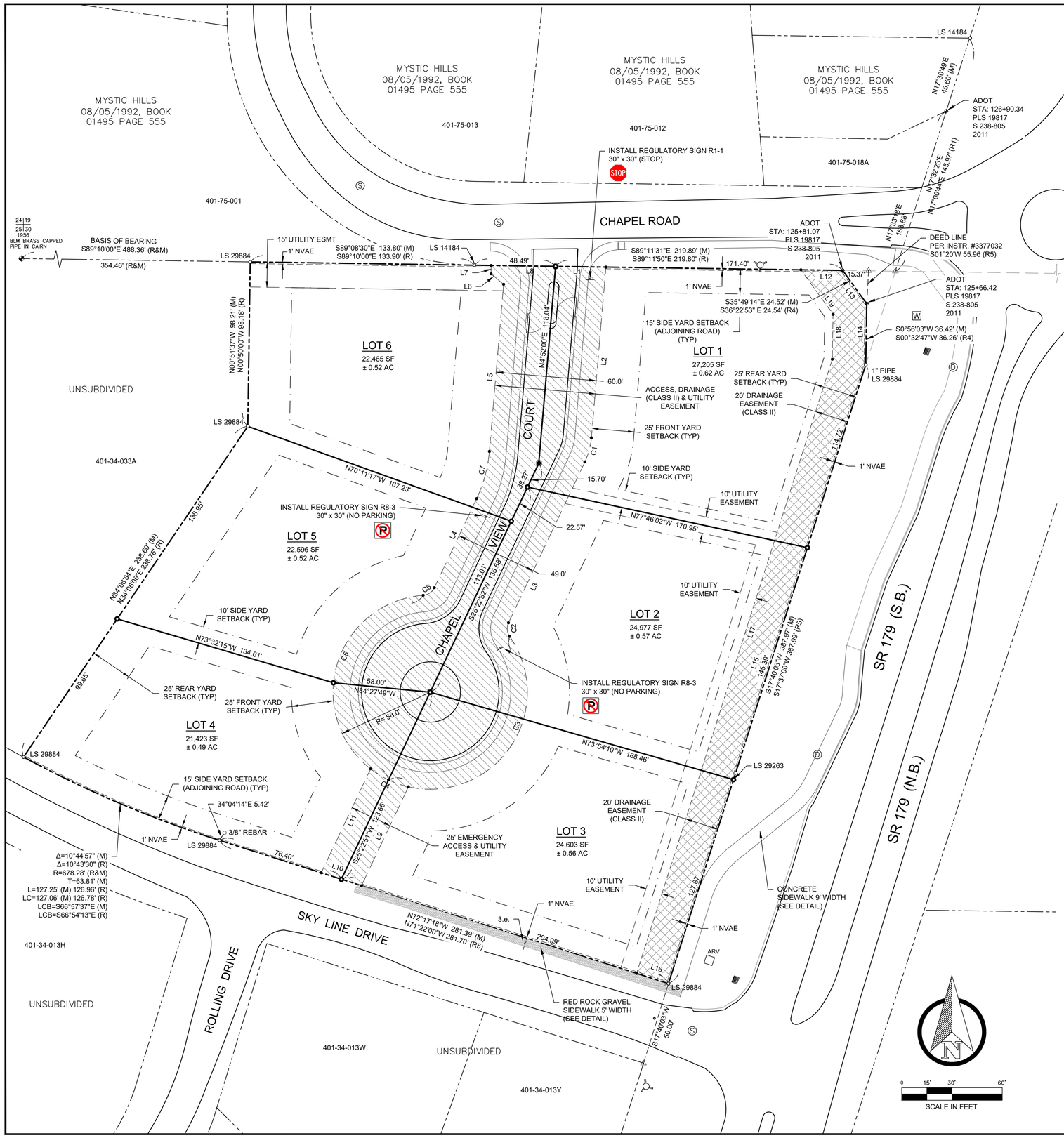

CHAPEL VIEW TERRACE
FINAL PLAT

A SUBDIVISION OF PARCEL B, AS RECORDED IN INSTRUMENT #3686479 & INSTRUMENT #3807829, COCONINO COUNTY RECORDERS OFFICE LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA
ORIGINAL ASSESSORS PARCEL NUMBER 401-34-033B
CONTAINING ±3.29 ACRES
ZONED SINGLE FAMILY RESIDENTIAL (RS-18)
CASE NO. PZ21-00014 (SUB)

LEGEND

- (S) EXISTING SANITARY MANHOLE
- (W) EXISTING WATER METER
- EXISTING WATER VALVE
- (G) EXISTING GAS SERVICE
- EXISTING FIRE HYDRANT
- (A) EXISTING APS TRANSFORMER
- EASEMENT LINE
- SUBDIVISION PERIMETER PROPERTY LINE
- INTERIOR LOT LINE
- ADJACENT PROPERTY LINE
- RED ROCK GRAVEL
- ACCESS, DRAINAGE & UTILITY EASEMENT
- DRAINAGE EASEMENT
- NVAE: NON-VEHICULAR ACCESS EASEMENT
- CALCULATED CORNER
- ADOT ALUMINUM CAP
- CORNER FOUND AS INDICATED
- LOT CORNER TO BE SET LS 29263
- CENTERLINE MONUMENTS TO BE SET
- CALCULATED POINT ON EASEMENT
- (R) RECORD PER INSTRUMENT #3686479, COCONINO COUNTY RECORDER
- (R1) RECORD PER CASE 5, MAP 49A, COCONINO COUNTY RECORDER
- (R2) RECORD PER BOOK 5 OF MAPS & PLATS, MAP 90 YAVAPAI COUNTY RECORDER
- (R3) RECORD PER BOOK 24, PAGE 15, COCONINO COUNTY RECORDER
- (R4) RECORD PER ADOT DRAWING #D-13-T-457 S.R. 179, FEDERAL ID NO. S 238-805 SHEET P-14
- (R5) RECORD PER ISTRUMENT #3377032, COCONINO COUNTY RECORDER
- (R6) RECORD PER ISTRUMENT #3686479, COCONINO COUNTY RECORDER

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SEDONA, ARIZONA 86336
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SHEET TITLE: FINAL PLAT

PROJECT TITLE: **CHAPEL VIEW TERRACE**
10 SKY LINE DRIVE, SEDONA, ARIZONA

DRAWN BY:	RJB
SCALE:	1" = 30'
DATE:	08/01/2024
PROJECT NO:	210305
SHEET NO.	2 OF 3

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ACCESS, UTILITY & DRAINAGE EASEMENTS LINE TABLE

LINE #	LENGTH	DIRECTION
L1	30.08'	S89° 11' 31"E
L2	102.31'	S04° 52' 00"W
L3	106.36'	S25° 22' 52"W
L4	58.87'	N25° 22' 52"E
L5	100.18'	N04° 52' 00"E
L6	9.78'	N50° 15' 36"W
L7	5.00'	N00° 48' 10"E
L8	38.47'	S89° 11' 31"E
L9	65.34'	S25° 22' 51"W
L10	25.23'	N72° 17' 18"W
L11	68.71'	N25° 22' 51"E
L12	24.92'	S89° 11' 31"E
L13	24.52'	S35° 49' 14"E
L14	36.42'	S00°56' 03"W
L15	387.97'	S17° 40' 03"W
L16	20.00'	N72° 17' 18"W
L17	385.01'	N17° 40' 03"E
L18	26.83'	N00° 56' 03"E
L19	32.74'	N35° 49' 14"W

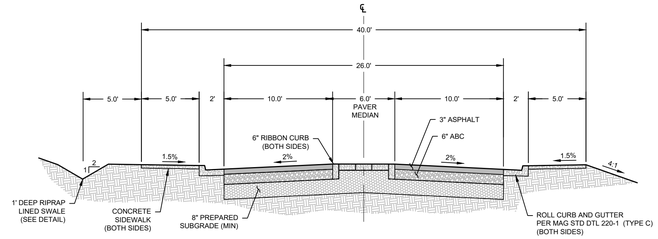
ACCESS, UTILITY & DRAINAGE EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LEN
C1	15.038'	42.00'	20.5144	S15° 07' 26"W	14.96'
C2	8.45'	8.00'	60.5000	S04° 52' 08"E	8.06'
C3	139.75'	58.00'	138.0538	S33° 54' 29"W	108.31'
C4	25.198'	58.00'	24.8917	N64° 37' 09"W	25.00'
C5	139.75'	58.00'	138.0544	N16° 51' 14"E	108.32'
C6	8.45'	8.00'	60.5000	N55° 37' 52"E	8.06'
C7	29.36'	82.00'	20.5144	N15° 07' 26"E	29.20'

LOT AREAS

LOT	GROSS	NET *	BUILDING
1	27,205	23,228	12,449
2	24,977	20,590	10,987
3	24,603	20,872	10,492
4	21,423	18,527	9,949
5	22,596	18,006	9,244
6	22,465	18,000	8,988

* NET AREA REFERS TO THE GROSS LOT AREA LESS THE ACCESS UTILITY & DRAINAGE EASEMENT AREA.

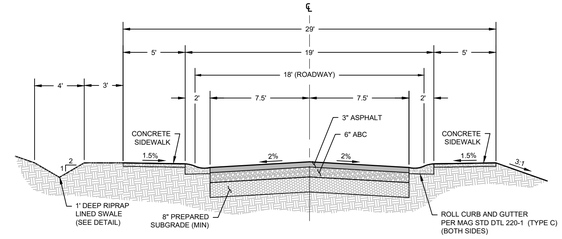


NOTES:

1) INSTALLATION, SEPARATION, AND COVER OF UTILITIES IN TRENCHES TO MEET UTILITY COMPANY STANDARDS.

ROAD SECTION C

NOT TO SCALE

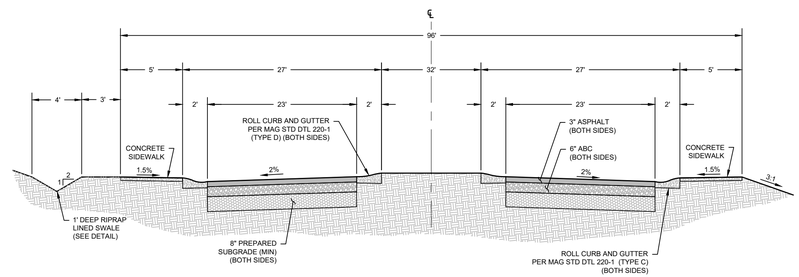


NOTES:

1) INSTALLATION, SEPARATION, AND COVER OF UTILITIES IN TRENCHES TO MEET UTILITY COMPANY STANDARDS.

ROAD SECTION B

NOT TO SCALE

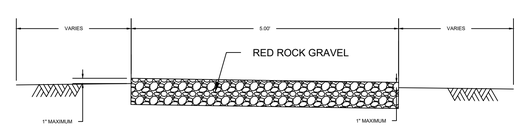


NOTES:

1) INSTALLATION, SEPARATION, AND COVER OF UTILITIES IN TRENCHES TO MEET UTILITY COMPANY STANDARDS.

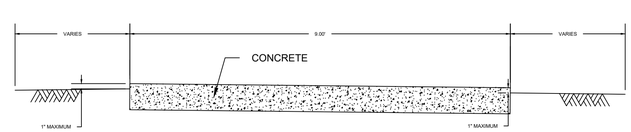
ROAD SECTION A

NOT TO SCALE



GRAVEL SIDEWALK SECTION

NOT TO SCALE



CONCRETE SIDEWALK SECTION

NOT TO SCALE

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SEDONA, ARIZONA 86336
PH: (928) 202-3999
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SHEET TITLE: DETAILS

PROJECT TITLE: CHAPEL VIEW TERRACE

10 SKY LINE DRIVE, SEDONA, ARIZONA

DRAWN BY: RJB

SCALE: 1" = 30'

DATE: 08/01/2024

PROJECT NO: 210305

SHEET NO. 3 OF 3

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CITY COUNCIL AGENDA BILL

AB 3110
September 10, 2024
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding Community Development Block Grant (CDBG) funding reallocation; approval of Resolution to submit new application for FY23 CDBG funds to Arizona Dept. of Housing for a Home Repair Program in partnership with Verde Valley Habitat for Humanity also authorizing City Manager to sign application and execute contract(s) subject to approval by City Attorney; and approval of separate Resolution to approve Home Repair Guidelines for FY23 CBDG funding.

Department	CD-Housing/Jeanne Frieder
Time to Present	15 minutes
Total Time for Item	25 minutes
Other Council Meetings	January 24, 2023, December 12, 2023, August 14, 2024
Exhibits	A. Proposed Resolution B. Proposed Resolution C. Owner Occupied Housing Repair Program Guidelines

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/24 KWC
City Manager's Recommendation	Approve the resolutions. JAD 8/27/24

Expenditure Required	
	$ 402,110.00
Amount Budgeted	
	$ 402,110.00
Account No. (Description)	TBD

SUMMARY STATEMENT

Background: The Community Development Block Grant (CDBG) is a federal Housing and Urban Development (HUD) program that provides funds for housing and community development activities. The Arizona Department of Housing (ADOH) in conjunction with Northern Arizona Council of Governments (NACOG) administers and plans the annual allocations and provides technical assistance for applications for northern Arizona. Through their process, the City of Sedona is eligible for funds every four years. We are currently in the funding cycle for FY23 CDBG. The total allocation for Sedona for this round is $402,110. A portion of this funding, approximately 15%, must be allocated to NACOG for technical assistance and administration of the grant.

CDBG funds can be used for a diverse range of projects. However, to be eligible for funding, projects must meet at least one of three national objectives:

- At least 51% of persons who benefit from the project must be low-to-moderate income.
- The project reduces or eliminates slums or blighting conditions.
- The project addresses a particular urgency (such as a natural disaster or health threat).

At the August 14, 2024 council meeting, Housing staff requested council direction to reallocate FY23 CDBG funding. Staff recommended reallocation to the Verde Valley Habitat for Humanity's Home Repair Program, which came before City Council as part of the selection process on January 24, 2023. Council directed staff to move forward with this reallocation.

The purpose of this Public Hearing is to satisfy HUD meeting requirements and to seek City Council approval of Resolutions to:

a.) authorize submission of a new application to Arizona Department of Housing (ADOH) to reallocate FY23 funding in the amount of $402,110 to Verde Valley Habitat for Humanity's Home Repair Program for Sedona homeowners;

b.) authorize the City Manager to execute the application and contract documents for receipt and use of these funds for the Verde Valley Habitat for Humanity's Home Repair Program.

c.) adoption of Owner-Occupied Housing Repair Guidelines.

If these approvals are granted, a new application will be prepared and submitted, and all necessary steps will be executed in order for the City to enter into a contract with ADOH by the September 30, 2024 deadline.

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

This project meets the Climate Action Plan tenets of equity, including housing equity, ensuring that members of the community have equitable, habitable, improved housing with weatherization from the elements, leading to better health and well-being.

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

Alternative(s): n/a

MOTION

I move to: approve Resolution No 2024-_____, authorizing the submission of an application for FY23 State CDBG funds, certifying that said application meets the community's previously identified housing and community development needs and the requirements of the State CDBG program, and authorizing the City Manager to take all actions necessary to implement and complete the activities outlined in said application.

I move to: approve Resolution No 2024-_____, authorizing adoption of the Owner Occupied Housing Repair Program Guidelines dated September 2024 which shall be used to implement FY23 CDBG funds for an owner-occupied housing repair activity without revision to these guidelines unless authorized by the Mayor or City Manager.

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY23 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION(S).

WHEREAS, the City of Sedona is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program (CDBG); and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressionally mandated National Objectives; and

WHEREAS, the activities within the application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines, and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sedona, Arizona, as follows:

Section 1. That application may be made to the State of Arizona, Department of Housing, for FY23 CDBG funds; authorizing the City Manager to sign application(s) and contract(s) or grant documents for receipt and use of these funds for a Home Repair Program in partnership with Verde Valley Habitat for Humanity; and authorizing the City Manager to take all actions necessary to implement and complete the activities submitted in said application(s).

Section 2. That the application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health.

Section 3. That the City will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application(s).

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 10th day of September, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE ADOPTION OF THE OWNER OCCUPIED HOUSING REPAIR PROGRAM GUIDELINES DATED SEPTEMBER 2024 IN RELATION TO AN APPLICATION FOR FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR AN OWNER-OCCUPIED HOUSING REPAIR PROGRAM.

WHEREAS, City of Sedona, in partnership with Verde Valley Habitat for Humanity (VVHFH), is desirous of undertaking an owner-occupied housing repair program; and

WHEREAS, this program is anticipated to be funded with Community Development Block Grant (CDBG) funds provided by the State of Arizona; and

WHEREAS, the State CDBG Program requires that every entity requesting CDBG funds for housing repair or rehabilitation adopt specific guidelines for such a program; and

WHEREAS, VVHFH has developed such Owner Occupied Housing Repair Program Guidelines, dated September 2024, which have been pre-approved by Arizona Department of Housing.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sedona, Arizona, as follows:

Section 1. That the Owner Occupied Housing Repair Program Guidelines, dated September 2024 and attached hereto, are adopted and shall be used to implement the housing repair activities using FY 2023 CDBG funds.

Section 2. That the City of Sedona shall utilize the Owner Occupied Housing Repair Program Guidelines, dated September 2024, without revisions, except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the Program's CD-1 Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 10th day of September, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____

Kurt W. Christianson, City Attorney

Verde Valley Habitat for Humanity (VVHFH) and
City of Sedona

Owner Occupied Housing Repair Program Guidelines

Funded with City of Sedona 2023 CDBG Funds

September 2024

EQUAL HOUSING OPPORTUNITY

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Introduction

The importance of housing in the United States was summarized in a report issued by the 93rd Arizona Town Hall in November 2008, as "a fundamental component of American life that affects, and is affected by, almost every aspect of our society… Safe, decent, affordable, and stable housing contributes to physical and emotional health, educational success, wealth, stability, and self-esteem." Home is more than a roof over one's head. It is safety, a place of rest and nourishment; it is where we are restored and where we thrive.

The preservation and development of adequate and affordable housing is a fundamental concern of the local municipalities, public officials, and residents.

Need

Verde Valley Habitat for Humanity (VVHFH) and the CITY OF SEDONA recognize that as the area's senior population grows, as the low-income population in the region remains high, and as housing stock ages, the need for housing repair programs has increased. VVHFH and CITY OF SEDONA promote safe, adequate housing for the city's most vulnerable populations.

Based on previous housing repair program response, senior, disabled and low-income homeowners experience the greatest housing repair needs. Roughly half of Sedona's population is over 60, and 29% of the population qualifies as low-to-moderate income. Almost 10% of Sedona's elderly fall below the poverty level.

Additionally, it is important to recognize that over 50% of the approximately 4,000 owner-occupied homes in the city are more than 20 years old. As such, many of these homes may suffer from deferred maintenance and upkeep and are in need of repair and rehabilitation in order to preserve and extend their useful life.

Assistance with repairs will provide a safer environment for household members, help keep them in their homes, extend the life of the housing stock, as well as address unmet accessibility needs.

Housing Repair Program and Goals

VVHFH and the City of Sedona intend to apply for Community Development Block Grant funds from the Arizona Department of Housing to assist low-to-moderate income owner-occupied households with Repair Services. The program will be available throughout city limits to eligible participants. Neither VVHFH nor City of Sedona discriminates on the basis of race, color, religion, sex, national origin, familial status or disability.

The maximum investment per residence will be $30,000, including expenses and services. VVHFH and City of Sedona in consultation with NACOG, shall have the authority to exceed the maximum amount of assistance in the event of extreme need.

The management of hazardous materials (lead paint, asbestos, etc.) will comply with current Housing and Urban Development (HUD) standards.

Goals:

- ✓ To benefit very low to moderate income households in the City of Sedona by promoting the opportunity for safe, decent and affordable housing.
- ✓ To assist low-income households with financial stability through the reduction of constant home repair and in some cases by decreasing utility costs.
- ✓ To improve and preserve the quality and functionality of the housing stock and the overall environment in the community.
- ✓ To coordinate with other available resources to maximize funds.

SECTION I - PROGRAM ELEMENTS

Eligible Beneficiaries

- ✓ Eligible applicants must be residents of the City of Sedona whose incomes do not exceed 80% of the area median income in Yavapai County, adjusted for their family size. The household must be income eligible at the time the repair commitment is made to the homeowner. Income will be determined and verified per CDBG Guidelines.
- ✓ Eligible applicants must be legal residents of the United States.
- ✓ Eligible applicants must have owned and lived in their homes for at least 12 months prior to applying for the program.
- ✓ Eligible applicants must have fee simple title to the property.
- ✓ Eligible applicants must reside permanently and full-time in their homes.

Eligible Properties

- ✓ Eligible properties must be located within Sedona city borders, and not on reservation land.
- ✓ The property must be owner-occupied for at least the prior 12 months, and beneficiary must certify that they plan to occupy the property as their principal and only residence for at least five years.
- ✓ The home must be suitable for rehabilitation under the time and monetary constraints of the Program.
- ✓ Homeowner's insurance policy must be in effect throughout the benefit term of five years. The policy must be in an amount consistent with the replacement value of the structure being rehabilitated.

Ineligible Properties

- ✓ Ineligible properties are those that do not meet the aforementioned eligibility requirements.
- ✓ Funds will not be granted for a property with the likelihood of foreclosure (e.g. behind on mortgage payments), pending judgments or bankruptcy, or which is listed or intended for sale.

Eligible Activities

- ✓ Eligible home repairs include but are not limited to:
  - Roofs
  - Heating system
  - Cooling system
  - Plumbing system
  - Water heater
  - Electrical system
  - Bathrooms
  - Accessibility retrofits
  - Flashing
  - Doors and windows (if missing or broken)
  - Exterior steps
  - Foundation
  - Energy Star rated Appliances

Ineligible Activities

- ✓ Luxury items, such as pools, Jacuzzis, and fireplaces (except existing fireplaces which are the home's primary source of heat), are not eligible.
- ✓ Additions to existing structures are not eligible unless overcrowding is determined by HUD standards.

Basis of Assistance: Grant or Loan

- ✓ Eligible program beneficiaries will receive a grant for the entire amount of the construction cost as well as program expenses, which will not exceed $30,000.

Determination of Grant Amounts

- ✓ Owner-Occupied Housing Repair grant amounts shall be based on the total value of the repair work as specified in the approved repair work order, including any change orders as approved by the VVHFH or Housing Repair Specialist and the Homeowner. The total shall also include project specific program expenses such as professional fees paid to outside consultants, fees for testing services for hazardous materials, and any other project-related costs. The total shall not reflect any of the general administrative costs associated with the management of grant funds or repair services.

Funding Source/Level of Assistance/Maximum Amount

- ✓ Funding for this program will be through the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) program.
- ✓ Other funding sources may be used in conjunction with the CDBG funding and will appear on reports as "match funds".
- ✓ The VVHFH Owner-Occupied Housing Repair Program can provide the following type and level of assistance:

  Owner Occupied Housing Repair: Provides grants up to $30,000 to repair primarily health and safety hazards. Examples of hazards include broken utility hookups, failing septic systems, open roofs, and inoperable heating and cooling equipment. Other eligible housing repair activities can be undertaken as long as any hazards are top priority.

  The VVHFH Executive Director and NACOG Housing Services Manager, in coordination with the City of Sedona, shall have the authority to exceed the maximum amount of assistance on a case-by-case basis. In all cases, documentation will be included in the project file detailing the nature of the extreme need, or unexpected expense, and the amounts required for correction.

SECTION II - APPLICATION PROCESSING

Application Process

VVHFH will be responsible for the initial processing and screening of client applications. Potentially eligible applicants will be required to complete the application process and supply all required application verifications and documentation. The applicant will be responsible for gathering and submitting all information and documentation necessary to complete the application. If the applicant is not able to complete the application or submit the required documentation, it is the responsibility of the applicant to request assistance or withdraw the application, as appropriate. Qualified applicants will be ranked only when the completed application and all documentation are received. If required information and/or documentation are not returned by a reasonable specified deadline (typically 14 calendar days), the applicant will receive a denial-of-service notice with an explanation for the reason of denial.

Documentation will include proof of:

- ✓ Income
- ✓ Homeownership
- ✓ Household size
- ✓ Legal residence (Social Security Card or passport)

Applicants will be assured of the confidentiality of information and will sign a release of information as part of the application and will be informed of their rights to address a grievance.

Applicants requiring assistance due to disability or language barriers will be encouraged to contact VVHFH at 928-852-7661 ext. 8 for assistance.

Acceptance of Application

Marketing will be performed by VVHFH and the City of Sedona as needed. Applications will be accepted by VVHFH on an ongoing basis, as VVHFH currently operates a repair program. VVHFH and City of Sedona staff will mail or make available program applications to eligible beneficiaries. Potential applicants are required to sign a form verifying they have received and read written information explaining the parameters of the Program prior to receiving assistance. If acceptance into the program occurs more than 6 months after receipt of the application documents, the applicant must provide updated information and be recertified.

The program application is accompanied by a brief explanation of the program and a list of materials and supporting documentation that must be submitted to the VVHFH. The applicant may schedule an appointment with the Housing Services Administrator to receive additional guidance if needed.

Incomplete applications will be placed in a pending file and will not be further processed until the applicant provides required information and or documentation.

Ranking System

VVHFH utilizes a ranking system to prioritize the neediest residents if more applications are received than can be helped with the available funding. Applicants are ranked according to the following schedule. An eligibility list is maintained on an ongoing basis.

Applicants will receive points according to the following criteria:

Meet minimum requirements	10 points
Between 30- 50% of AMI	10 points
Between 51- 80% of AMI	5 points
Elderly applicant or household member (>62)	5 points (each)
Disabled family member	5 points (each)
Require ADA upgrades	3 points
Single Head of Household with minor children	3 points per child
Resided in community for more than 10 years	3 points

Reapplication

Applicants who have been deemed ineligible for the program are eligible to reapply at any time they can show that the circumstance(s), which resulted in the ineligible status, have been mitigated.

Grievance Procedure

In the event of a disagreement between any of the parties involved in the Owner-Occupied Housing Repair Program, namely the contractor, homeowner, housing staff, suppliers, or other interested parties, regarding any process of the program including, but not limited to the Procurement, Bid Process, Bid Award, Payment Schedule, Change Orders, Workmanship, and Warranties, a formal grievance procedure must be followed. Steps and periods are described as follows:

A. Informal Complaint

1. An informal complaint can be filed with the City of Sedona, Community Development Director at 928-282-1154.

2. The Community Development Director will review the complaint and attempt to resolve the complaint through negotiation.

3. The complainant will be notified of the proposed resolution within 5 working days of the complaint.

4. If the proposed resolution is not satisfactory to the complainant, a formal complaint may be filed.

B. Formal Complaint

1. Formal complaints shall be made in writing and directed to the City of Sedona Community Development Director or City Manager, who will review the findings.

2. Review of the complaint may include an informal hearing of the parties involved.

3. The City of Sedona Community Development Director or City Manager shall provide a written response to the complainant within 10 working days.

4. The City of Sedona Community Development Director or City Manager's determination is to be considered final.

This process has been created to resolve any complaints resulting from the Sedona Owner-Occupied Housing Repair Program. If assistance is needed in processing a complaint, the City of Sedona, Community Development Director may be contacted at 928-282-1154, and reasonable assistance will be arranged.

SECTION III - STANDARDS FOR REPAIR/REPLACEMENT

All work performed will meet the State of Arizona's Rehabilitation Standards, Arizona Registrar of Contractors Workmanship Standards, ADOH Guidance on New Weatherization Standards for OOHR Housing Rehabilitation (if applicable), and state, local, fire, and building codes.

Contractors must have a valid Arizona Registrar of Contractors License and will be required to obtain all required licenses and building permits. Contractors shall follow all city inspection requirements. When appropriate, repairs will include energy efficiency measures, such as roof replacements, appropriately sized heating and cooling unit replacements, electrical repairs, plumbing repairs, windows, doors, etc. Energy and water conservation features will be included in the work to the greatest extent feasible. All appliances (i.e. refrigerator, stove, dishwasher, washers and dryers) must be compliant with Energy Star standards.

No luxury items will be considered. Additions to family rooms, recreation rooms, etc., will not be allowed. When it is necessary for health and safety, disability accessibility will be provided.

Top Priority Items

These items relate to the general health and safety of the occupants and potential violations of local code. These items will be top priority for the work write-up on each unit (i.e., must be repaired or replaced prior to any other work).

- Hazardous materials.
- Health and safety hazards.
- Stable and weather tight roof.
- Failed septic system.
- Electrical system. Unit must meet the City of Sedona's adopted Electric and Building codes.
- Plumbing (including hot water). Must be in good working order and be safe and sanitary.
- Heating and cooling system. Must be adequate / safe with a reasonable (5-year) useful life.
- Egress in accordance with local health and safety codes.

High Priority Items

The following items are high priority items that shall be included in the work write-up (funds permitting) and shall receive next priority in work to be completed as part of the repair project. Repair or Replacement may take place based on the amount of available resources.

- Structural soundness and integrity (including rotted or deteriorating materials and those impacted by termites or other wood-boring insects).
- Siting of structure and relationship to water penetration that may impact structural integrity.
- Appropriate kitchen facilities including a sink and means of cooling and heating food to healthful standards.
- Windows if health/safety issue

Each repair specialist must determine, on a case-by-case basis, the priority of items not listed above.

SECTION IV - REPAIR PROCESS

Property Inspection and Bid Process

When an applicant has been declared eligible and is ready to be served, the VVHFH or NACOG Housing Repair Specialist will arrange to visit the home, assess the needed repair, and prepare a work plan/scope of work after consultation with the homeowner.

The Housing Repair Specialist will need to prepare bid documents and solicit contractor bids through an advertised and sealed bid process following the AZ Department of Housing handbook guidelines. Only licensed contractors will be solicited; no part of the repair work associated with the CDBG funds shall be completed by the homeowner.

The Housing Repair Specialist will attempt to obtain at least three bids on each project, whenever possible. In the case of an advertised and sealed bid process for construction, bids will be sealed and will be opened publicly at the date and time specified, in accordance with sealed bid process requirements.

Contractor Selection

The Housing Repair Specialist will recommend the lowest responsible and responsive bid to the Homeowner. The lowest bid may be rejected if all or part of the bid is unreasonable or impractical and may result in substandard work. The Homeowner may award a higher bid if the dollar difference between the low bid and the selected contractor is deposited by the Homeowner into the Program account before the start of construction.

The Housing Services Administrator (VVHFH or NACOG) will check the Contractor on the HUD's List of Excluded Parties to assure they are not disbarred from working a federal project and with the Arizona Registrar of Contractors to assure they are currently licensed in the appropriate field. The Contractor will present a copy of his insurance and W-9 prior to beginning work.

Once all required documentation has been reviewed and approved, a work order or agreement will be signed, and the repair specialist will ensure the contractor and homeowner understand the project specifics and what to expect during construction and to close out the file.

The projects are small, and payment is made at completion, so contractor bonds are not required. The Arizona Registrar of Contractors regulations require that currently licensed contractors carry bonds; proof of current license and ability to contract will suffice as proof of bonding.

Temporary Relocation Policies and Procedures

Since these will be small, targeted projects, temporary relocation assistance will not be required. Any project that would require relocation will be referred to another program.

Payments to Contractors and Change Orders

Contractors will be paid at the completion of the project. Contractors may request a change order, but only for problems that have arisen from work included in the bid outline and cost proposal, and only for problems that were unforeseeable at the time of the inspection. The Housing Repair Specialist may approve a change order request with the consent of the Homeowner. The Contractor will not be reimbursed for any work performed that is not included in the scope of work listed in the agreement or provided for by an approved change order.

Agreements, Construction Contracts and Other Documents

Please see Appendix for sample forms, contracts, and other documents. These include the Application, Contract, Lead Based Paint Notification, and Grievance Procedure. A checklist is maintained in each individual file noting all required documents such as those in the Appendix, and additional documentation such as income verification. The checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

Contractor Payments & Reimbursement

The Housing Repair Specialist will inspect the job to certify completion of the work, obtain pictures, and the homeowner will sign off that the work has been completed and approved.

The Housing Services Administrator (VVHFH or NACOG) will request that the City of Sedona issue a check for the requested amount and keep a copy of the check. The Housing Services Administrator will submit itemized invoices with the appropriate backup to the City, along with a City of Sedona Request for Payment for reimbursement from the grant. As the pass-through organization, the City of Sedona will pay contractors, NACOG, VVHFH or other vendors for their fees and expenses and receive reimbursement from Arizona Department of Housing.

Warranties & Homeowner Education

The contractor will provide a warranty on all labor, materials, and equipment incorporated into the project consistent with Arizona Statutes in effect at the time of completion. Such warranties will be in the form of manufacturer's documents, installation manuals, and any other instructions for the maintenance and upkeep of installed items. The Housing Repair Specialist will review these documents with the Homeowner and be available to answer any questions arising from the warranty process.

Tracking

The Housing Services Administrator is responsible for reporting procedures and for the maintenance of all case files. The Housing Services Administrator is also responsible for all performance reports to Arizona Department of Housing and for the maintenance of a current log of all properties that have participated in the Owner-Occupied Housing Repair Program. The Housing Services Administrator is responsible for the contact and counseling of families regarding violations of conditions of the Program.

SECTION V - MARKETING

General Public

VVHFH currently has a home repair service and receives calls asking for assistance on an ongoing basis. The program is promoted from time to time through various mediums such as websites, newsletters, postings, or other appropriate means. Other local agencies that serve elderly, disabled and low-income clients know of our programs and make referrals.

Marketing to Contractors

The Sedona Owner-Occupied Housing Repair Program follows the procedures for procurement and contracting as established in the Procurement and Contracting handbook distributed by the Arizona Department of Housing, CDBG Program. This handbook can be found on the Arizona Department of Housing website at azhousing.gov and is available for review and reference by any interested persons.

Every effort is made to obtain a minimum of three bids for each project. Minority, small business, and women owned firms (using MBE, WBE, etc.) are encouraged to bid on all projects.

SECTION VI - ORGANIZATION & PROGRAM PARTNERS

Administrative Structure

The Executive Director of Verde Valley Habitat for Humanity will be the Program Administrator for projects in the City of Sedona and the Housing Services Administrator will provide a supportive role.

VVHFH Staff are responsible for marketing the Program, application intake, initial processing of applications, and coordination. Housing Repair Specialist Services, which may be a contracted service, are responsible for inspections, work write-ups, cost estimates, procurement, bid procedures, recommendation for bid awards, preparation of contracts (if applicable), interim inspections, final inspections, approvals for payment, submission of invoices for payment, and providing information necessary for reporting purposes. For simple items, the same person may serve in both roles. VVHFH will be responsible for certain required administrative functions such as signing the application, grant agreement, and close-out forms, and for the processing of invoices and tracking reimbursement. Administrative duties may be shared with NACOG depending on staff availability.

Program Approval and Management

The City of Sedona City Council are responsible for approving Program parameters and amendments. The City of Sedona City Council are also responsible for approving the submittal of a CDBG application for funding the Owner-Occupied Housing Repair Program, which was done through a resolution in September 2024. The City of Sedona is responsible for overall grant administration of the Program, but may contract for assistance if needed.

SECTION VII – DEFINITIONS

1) **Income:** All wages, financial assistance, SS, VA, DES, spousal support, child support, unemployment, and any other income from any source for occupants of a household that are over age 18. Food stamps will not be considered as income. Income will be verified with the most recent tax returns, the last two paycheck stubs (four, if paid on a weekly basis) and/or a copy of bank statements covering the previous three months. If the applicant is retired or receives disability income, he/she will provide DES, SS or SSI verification forms. All court-ordered spousal and/or child support payments will be verified through the court.
2) **Family/Household:** All persons occupying the house including extended family, i.e. elderly parents, single or minor/dependent children with children, and any non-related persons occupying the home on an ongoing basis. In any event, the income of all household members over 18 years of age will be included.
3) **Homeownership:** means ownership in fee simple title or a 99-year leasehold interest in a one- to four-unit dwelling or in a condominium unit, ownership or membership in a cooperative or equivalent form of ownership approved by HUD.
4) **Project Completion:** means that all necessary grant requirements and construction work have been performed and the project complies with the requirements; and the final payment has been disbursed for the project.
5) **Single parent/head of household:** means an individual who is unmarried or legally separated from a spouse; and a) has one or more minor children for whom the individual has custody or joint custody; or b) is pregnant.

APPENDIX - FORMS AND CHECKLISTS

A. Income Guidelines
B. Client Application Form (includes Grievance Procedure)
C. Ranking Sheet
D. Eligibility Criteria / Zero Income Certification
E. Income Calculation Form
F. E-HR.2 (Environmental Review Appendix A)
G. Homeowner Understanding and Agreement
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L. Homeowner Education
M. Client File Checklist

U.S. DEPARTMENT OF HUD
STATE:ARIZONA

2024 ADJUSTED HOME INCOME LIMITS

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Flagstaff, AZ MSA									
	30% LIMITS	21000	24000	27000	29950	32350	34750	37150	39550
	VERY LOW INCOME	35000	40000	45000	49950	53950	57950	61950	65950
	60% LIMITS	42000	48000	54000	59940	64740	69540	74340	79140
	LOW INCOME	55950	63950	71950	79900	86300	92700	99100	105500
Lake Havasu City-Kingman, AZ MSA									
	30% LIMITS	14850	17000	19100	21200	22900	24600	26300	28000
	VERY LOW INCOME	24750	28250	31800	35300	38150	40950	43800	46600
	60% LIMITS	29700	33900	38160	42360	45780	49140	52560	55920
	LOW INCOME	39550	45200	50850	56500	61050	65550	70100	74600
Phoenix-Mesa-Scottsdale, AZ MSA									
	30% LIMITS	21600	24700	27800	30850	33350	35800	38300	40750
	VERY LOW INCOME	36000	41100	46300	51400	55550	59650	63750	67850
	60% LIMITS	43200	49320	55560	61680	66660	71580	76500	81420
	LOW INCOME	57600	65800	74050	82250	88850	95450	102000	108600
Prescott Valley-Prescott, AZ MSA									
	30% LIMITS	17450	19950	22450	24900	26900	28900	30900	32900
	VERY LOW INCOME	29050	33200	37350	41500	44850	48150	51500	54800
	60% LIMITS	34860	39840	44820	49800	53820	57780	61800	65760
	LOW INCOME	46500	53150	59800	66400	71750	77050	82350	87650
Sierra Vista-Douglas, AZ MSA									
	30% LIMITS	14850	17000	19100	21200	22900	24600	26300	28000
	VERY LOW INCOME	24750	28300	31850	35350	38200	41050	43850	46700
	60% LIMITS	29700	33960	38220	42420	45840	49260	52620	56040
	LOW INCOME	39600	45250	50900	56550	61100	65600	70150	74650
Tucson, AZ MSA									
	30% LIMITS	18800	21450	24150	26800	28950	31100	33250	35400
	VERY LOW INCOME	31250	35750	40200	44650	48200	51800	55350	58950
	60% LIMITS	37500	42900	48240	53580	57840	62160	66420	70740
	LOW INCOME	50000	57150	64300	71400	77150	82850	88550	94250
Yuma, AZ MSA									
	30% LIMITS	14000	16000	18000	19950	21550	23150	24750	26350
	VERY LOW INCOME	23300	26600	29950	33250	35950	38600	41250	43900
	60% LIMITS	27960	31920	35940	39900	43140	46320	49500	52680
	LOW INCOME	37250	42600	47900	53200	57500	61750	66000	70250

U.S. DEPARTMENT OF HUD
STATE:ARIZONA

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
		---------- 2024 ADJUSTED HOME INCOME LIMITS ----------							
Apache County, AZ									
	30% LIMITS	13550	15450	17400	19300	20850	22400	23950	25500
	VERY LOW INCOME	22550	25750	29000	32200	34800	37400	39950	42550
	60% LIMITS	27060	30900	34800	38640	41760	44880	47940	51060
	LOW INCOME	36050	41200	46350	51500	55650	59750	63900	68000
Gila County, AZ									
	30% LIMITS	14700	16800	18900	21000	22700	24400	26050	27750
	VERY LOW INCOME	24500	28000	31500	35000	37800	40600	43400	46200
	60% LIMITS	29400	33600	37800	42000	45360	48720	52080	55440
	LOW INCOME	39200	44800	50400	56000	60500	65000	69450	73950
Graham County, AZ									
	30% LIMITS	15850	18100	20350	22600	24450	26250	28050	29850
	VERY LOW INCOME	26400	30200	33950	37700	40750	43750	46750	49800
	60% LIMITS	31680	36240	40740	45240	48900	52500	56100	59760
	LOW INCOME	42250	48250	54300	60300	65150	69950	74800	79600
Greenlee County, AZ									
	30% LIMITS	17450	19950	22450	24900	26900	28900	30900	32900
	VERY LOW INCOME	29050	33200	37350	41500	44850	48150	51500	54800
	60% LIMITS	34860	39840	44820	49800	53820	57780	61800	65760
	LOW INCOME	46500	53150	59800	66400	71750	77050	82350	87650
La Paz County, AZ									
	30% LIMITS	14350	16400	18450	20500	22150	23800	25450	27100
	VERY LOW INCOME	23900	27300	30700	34150	36900	39650	42350	45100
	60% LIMITS	28680	32760	36840	40980	44280	47580	50820	54120
	LOW INCOME	38250	43750	49200	54650	59050	63400	67800	72150
Navajo County, AZ									
	30% LIMITS	13550	15450	17400	19300	20850	22400	23950	25500
	VERY LOW INCOME	22550	25750	29000	32200	34800	37400	39950	42550
	60% LIMITS	27060	30900	34800	38640	41760	44880	47940	51060
	LOW INCOME	36050	41200	46350	51500	55650	59750	63900	68000
Santa Cruz County, AZ									
	30% LIMITS	13550	15450	17400	19300	20850	22400	23950	25500
	VERY LOW INCOME	22550	25750	29000	32200	34800	37400	39950	42550
	60% LIMITS	27060	30900	34800	38640	41760	44880	47940	51060
	LOW INCOME	36050	41200	46350	51500	55650	59750	63900	68000

SEDONA HOME REPAIR PROGRAM
Northern Arizona Council of Governments (NACOG)
119 E. Aspen Ave., Flagstaff, AZ 86001
(928) 444-8894; homerepairs@nacog.org

APPLICATION

IMPORTANT! Please carefully read and complete this application. Incomplete or unclear information delays the processing of your application. Call (928) 444-8894 if you have any questions. All information on this application will remain confidential and will only be utilized as necessary to meet the requirements of the program and deliver services. Please return the completed application to the address or email listed above.

Date: _____

Name of Applicant Homeowner or if applicable, Name of Representative with Power of Attorney:

_____

Street Address, City, State, Zip: _____

Mailing Address (if different): _____

Primary Phone: _____ Primary Email: _____

Alternate Contact Name (optional): _____

Alternate Phone: _____ Alternate Email: _____

THE FOLLOWING QUESTIONS WILL HELP US DETERMINE APPLICANT ELIGIBILITY:

- Are you a resident of the City of Sedona and a legal resident of the U.S.? Yes ☐ No ☐
- Have you occupied the home full-time, year round, for at least 12 months? Yes ☐ No ☐
- Do you certify that you plan to occupy property as your principal and only residence for at least five years? Yes ☐ No ☐
- Are all property taxes paid up to date? Yes ☐ No ☐
- Is the home currently insured/insurable? Yes ☐ No ☐
- Do you as homeowner have Fee Simple title to the property? Yes ☐ No ☐

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1. HOUSEHOLD COMPOSITION & INCOME

A. For each type of income that your household receives, give the source of the income and the amount of income received from that source during the past 12 months. Sources of income include but are not limited to wages, cash, unemployment, alimony payments, welfare assistance, social security pension, annuity, trust fund, royalty payments, property rental, property sale, military allotments, and interest of over $50 per month from savings, stocks, bonds, and certificates of deposit.

HOUSEHOLD MEMBER*	SOURCE OF INCOME	AMOUNT OF MONTHLY INCOME	BIRTHDATE	SEX
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

*Is the Head of Household a Single Parent? Yes ☐ No ☐

Race and ethnicity information is required by the funding agency and is used for statistical purposes only.

B. Race of Head of Household (Please check one and only one):

SINGLE RACE CATEGORIES:

___White
___Black/African American
___Asian
___American Indian/Alaskan Native
___Native Hawaiian/Other Pac Islander

MULTI-RACE CATEGORIES:

___American Indian/Alaskan Native **&** White
___Asian **&** White
___Black/African American **&** White
___American Indian/Alaskan Native **&** Black/African American
___Other Multi-Racial

C. Is the Head of Household of Hispanic Ethnicity? Yes ☐ No ☐

D. Is anyone in the household disabled? Yes ☐ No ☐
# of Disabled Residents in Home: _____

2. CONDITION OF HOME / REPAIR(S) NEEDED

A. This federal grant requires City of Cottonwood, the Verde Valley Habitat for Humanity (VVHFH), and NACOG to prioritize issues that affect a home's code compliance, beginning with health and safety. What health or safety related repairs are needed on your home? **Please circle the items below that are a health/safety concern for the people in the home:**

Electrical hazards	Plumbing	Sewer
Roofing	Foundation	Furnace
Floors	Doors or windows	Vermin or rodent infestation
Water leaks	Porches/steps	Disabled accessibility

B. Additional comments regarding condition of home and/or repairs needed:

_____

_____

_____

***Note: A final determination of the severity of need for a repair will be made by a City of Sedona, VVHFH, or NACOG representative. These estimates help us understand the relative needs of the home.*

C. Year the home was built: _____

3. CERTIFICATIONS

PRIVACY ACT NOTICE STATEMENT: This information is being collected to determine your eligibility for assistance through the US Department of Housing and Urban Development CDBG program. It may be released to appropriate Federal, State, and local agencies (or their agents) when relevant, to civil, criminal or regulatory investigators and prosecutors.

PRINCIPAL RESIDENCE: I/we certify that I/we own the property listed at the address in this application and that the property is occupied as my/our principal residence. I/we have lived at this address for _____ years.

PLAN TO OCCUPY: I/we certify that I/we plan to occupy the property as my/our principal and only residence for at least five years.

WARNING: By signing this form, you are indicating that you have read and understand the above Privacy Act Notice and the "City of Sedona Home Repair Program Eligibility Information" document, and certify that the information provided in this application is true, accurate and complete.

_____ _____

Signature (Head of Household) Date

_____

Signature of person assisting with this form (if applicable)

_____ _____

Name/Phone # of person assisting with this form Date

% AMI

Household Size

Sedona Home Repair Program

CLIENT RANKING SHEET

APPLICANT NAME: APPLICATION DATE: Click for Date

MINIMUM APPLICANT/PROPERTY/INCOME REQUIREMENTS

1. Is the owner a resident of the City of Cottonwood and a legal resident of the U.S.? Yes ☐ No ☐
2. Has homeowner occupied the home full-time, year round, for at least 12 months? Yes ☐ No ☐
3. Has homeowner certified their plan to occupy property as principal and only residence for at least five years? Yes ☐ No ☐
4. Is total household income including assets 80% of AMI or below? Yes ☐ No ☐
5. Is the home currently insured/insurable? Yes ☐ No ☐
6. Does the homeowner have Fee Simple title to the property? Yes ☐ No ☐

1. **MEETS MINIMUM REQUIREMENTS = 10 Points TOTAL POINTS FOR MINIMUM**
2. **PERCENTAGE OF INCOME OF HOUSEHOLD**

   A) Very Low Income (50% of AMI or below) = 10 Points
   B) Low Income (51-80% of AMI) = 5 Points

   TOTAL POINTS FOR HOUSEHOLD INCOME
3. **ELDERLY APPLICANT OR HOUSEHOLD MEMBER (>= 62)**

   Age 62 or Older (Five times # of seniors in household) 5 X =

   TOTAL POINTS ELDERLY HOUSEHOLD
4. **DISABLED FAMILY MEMBER**

   Disabled (Five times # of disabled in household) 5 X =

   TOTAL POINTS HOUSEHOLD DISABILITIES
5. **REQUIRES ADA UPGRADES** = 3 Points **TOTAL POINTS FOR ADA REPAIRS**
6. **SINGLE HEAD OF HOUSEHOLD WITH MINOR CHILDREN**

   Children (Three times # of children in household) 3 X =

   TOTAL POINTS FAMILY COMPOSITION
7. **RESIDED IN COMMUNITY MORE THAN 10 YEARS** = 3 Points

Ranked By:
Date Ranked: Click for Date

TOTAL SCORE

EQUAL HOUSING OPPORTUNITY

SEDONA
HOME REPAIR PROGRAM
COMPLIANCE WITH HRG REQUIREMENTS

REQUIREMENT	HOW VERIFIED	DATE/INITIALS
Resident of Sedona	Phone/utility bill/voter ID/Other (specify)	
Home located in Sedona	Map	
Own home and land	Recorded Deed/Title	
Legal resident of United States	Social Security cards for all adults	
Income eligible	Review of documents/VVHFH	
Insurance eligible	Review of documents/VVHFH	
Property not encumbered by Excessive liens	Review of City and County records/VVHFH	

SEDONA HOME REPAIR PROGRAM
ZERO INCOME CERTIFICATION

Applicant: _____

Date: _____ Address: _____

Circle Y (Yes) or N (No) for each statement. Do you receive any of the following?

Y N 1. Employment Income

Y N 2. Any income from any source such as, but not limited to, Mary Kay, Shaklee Amway, or any other self-employment venture.

Y N 3. Income from social security, public assistance, unemployment compensation, or any other agency.

Y N 4. Regular recurring gifts from any person or agency.

Y N 5. Income from any source.

Explain any Y (Yes) answers. (A copy of your most current SIGNED Federal Income Tax Form must be attached).

Please indicate the period of time you expect to receive no income:

_____

I hereby certify under penalty of perjury that the information provided above is accurate and complete to the best of my knowledge. I consent to release such information in order to comply with government regulations regarding allocation of Section 42 housing. I understand that providing false or misleading information under oath may subject me to criminal penalties. I fully understand what information is being requested and the ramifications of my not providing complete and truthful responses.

Executed on _____, 20_____, at

(City) _____ Arizona.

_____
Signature (zero-income household member)

Housing Rehab Income Eligibility Calculation Worksheet

To be eligible for CDBG or HOME, households must be at or below 80% of the Area Median Income (and meet other eligibility requirements, as outlined in the Notice). Grantees may use this sample worksheet to determine whether an applicant household meets the income eligibility threshold A copy of this worksheet should be kept in the applicant/beneficiary file.

Household Member Number	Household Member Name	Age of Household Member
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
	Total Household Members (Household size)	
	80% of Area Median Income (AMI) for Household Size	

Household Member Number/Name	Sources of Household Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments per Year	Annual Gross Income (gross income amount X # of payments per year)
	Earned Income (for ADULT household members only)				$ -
	Earned Income (for ADULT household members only)				$ -
	Earned Income (for ADULT household members only)	$ -			$ -
	Self-employment/business income	$ -			$ -
	Self-employment/business income	$ -			$ -
	Interest & Dividend Income	$ -			$ -
	Interest & Dividend Income	$ -			$ -
	Pension/Retirement Income				$ -
	Pension/Retirement Income				$ -
	Unemployment & Disability Income				$ -
	Unemployment & Disability Income	$ -			$ -
	TANF/Public Assistance	$ -			$ -
	TANF/Public Assistance	$ -			$ -
	Alimony, Child Support and Foster Care Income	$ -			$ -
	Alimony, Child Support and Foster Care Income	$ -			$ -
	Armed Forces Income	$ -			$ -
	Armed Forces Income	$ -			$ -
	Imputed Income from Assets (Total assets x .02 if assets total over $5,000)	$ -			$ -
	Other (specify):				$ -
	Total Annual Gross Income from all Sources				$ -
	80% of Area Median Income for Household Size				
	Household's Income as Percentage of Area Median Income (100% AMI for HH size)				#DIV/0!
	Is the household at or below 80% Area Median Income?				

Date of Income Calcuations:		**Signature of Staff Completing Form:**	

Arizona Department of Housing

E-HR.2 APPENDIX A

(All previous versions are obsolete)

Before an activity is approved, this **Appendix A** review must be successfully completed and kept in file for each residential structure proposed for acquisition/rehabilitation/disposition. This Appendix A may be used only in conjunction with a currently valid **RER** (Rehabilitation Environmental Review) form for the target area. Completion of the Appendix A does not require the submission of an additional RROF/C [Request for Release of Funds/Certification] ADOH E-12 (HUD 7015.15) if the Responsible Entity has received Authority to Use Grant Funds – ADOH E-13 (HUD 7015.16) for the project.

Building and Unit Address:

_____

Part III HISTORIC PRESERVATION (NHPA, Section 106)

1. Does this undertaking involve only those activities permitted without further consultation under a currently valid **programmatic agreement** among the responsible entity, the State Historic Preservation Officer (**SHPO**) or Tribal Historic Preservation Officer (**THPO**) and/or the Advisory Council on Historic Preservation?
   ☐ Yes ☐ No
   If "Yes", note date of programmatic agreement , document implementation of the terms of the agreement and **STOP** here; the Section 106 Historic Preservation review is complete. If "No", PROCEED.

2. Does the project involve only acquisition and/or rehabilitation of a 1-4 unit residential structure that is **less than 50 years old?**
   ☐ Yes ☐ No
   If "Yes", record date of building construction , age: years and **STOP** here. The Section 106 Historic Preservation review part is complete. If "No", PROCEED.

3. If the building is 50 or more years old, does the project involve rehabilitation of the interior only?
   ☐ Yes ☐ No
   If "Yes" document the scope of work to prove interior only rehabilitation and STOP here. The Section 106 Historic Preservation review part is complete. If "No", PROCEED.

4. If the proposed rehabilitation involves physical work with potential to affect any historic structure, **determine** -in consultation with the appropriate **SHPO/THPO**- whether the building is **listed or eligible** for inclusion in the National Register of Historic Places (**NR**). (*If the structure is located in a National Register Historic District, the area of effects includes not only the subject property, but the Historic District as a whole.)
   Is the building listed in or eligible for listing in the NR? ☐ Yes ☐ No
   If "No", attach SHPO/THPO concurrence or other evidence of conclusion and **STOP** here. This part is complete pursuant to 36 CFR §800.4(d). If "Yes", Proceed.

5. Determine whether **historic properties are affected** per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of "no historic properties affected", or failed to object within 30 days of receipt of such determination, allowing sufficient time for mail delivery?
   ☐ Yes. Enclose documentation and **STOP** here. Section 106 review is complete.
   ☐ No. Proceed.

6. **Determine whether the project will have adverse effects** on historic properties according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)].
   Will this project have an adverse effect(s) on historic properties? ☐ Yes ☐ No
   If "No", attach SHPO/THPO concurrence and **STOP** here. This part is complete per 36 CFR §800.5(d)(1).
   If "Yes", PROCEED.

7. Resolve Adverse Effects per §800.6 -in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

NOTES: 1. A determination/consultation of eligibility for the NR may be sent to SHPO/THPO concurrently with the determination/consultation of effect/no effect and with the determination/consultation of adverse/no adverse effects.

2. The **Chief Executive Officer of the jurisdiction cannot delegate to another person** the decision to approve a project in opposition to Advisory Council comment.
3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

Part IV <u>AIRPORT CLEAR ZONES (24CFR51D)</u>

1. Does this proposal involve the purchase or sale of property? ☐ Yes ☐ No
   If "No", **STOP** here. This project complies with 24 CFR Subpart D §51.300. If "Yes", PROCEED.

2. Is the subject property located in the Clear Zone (CZ), Approach Protection Zone, or in the Runway Clear Zone (RCZ) of a commercial civil airport or military airfield? ☐ Yes ☐ No

Source Documentation:

If "No", **STOP** here; this project complies with 24 CFR Subpart D §51.300. If "Yes", PROCEED.

Provide an airport **disclosure statement** advising the buyer that the property is in a RCZ or CZ, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix A. (This disclosure requirement does not apply to Accident Potential Zones). AND PROCEED.

3. Does the rehabilitation significantly prolong the physical or economic life of the building? ☐ Yes ☐ No. If "No" the activity complies with HUD policy at 24 CFR Subpart D §51.303. If "Yes" the activity is *not* in compliance with HUD policy at 24 CFR Subpart D §51.303; **deny HUD assistance for this activity.**

Part V <u>EXPLOSIVE & FLAMMABLE OPERATIONS (24CFR51C)</u>

1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable? ☐ Yes ☐ No
   If the answer to <u>both</u> parts of the question is" No", **STOP** here; this proposal complies with 24 CFR §51.201.
   If the answer to any part of the question is "Yes", PROCEED.

2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container (a stationary, aboveground tank with a capacity of more than 100 gallons)? ☐ Yes ☐ No (See 24 CFR 51C, Appendices I and II).

   Field inspection by: Date

   If "No", **STOP** here. This part is complete. If "Yes", PROCEED.

3. Note Tank volume: gallons, or diked area around tank: square feet.
   Record distance from the project to the flammable/explosives container: feet.

4. According to HUD Guidebook, "<u>Siting of HUD-Assisted Projects Near Hazardous Facilities</u>" (HUD-1060-CPD), the **Acceptable Separation Distance** (**ASD**) thermal radiation (Appendix F) is: feet and the ASD for blast overpressure (Appendix G) is: feet. The greater ASD is: feet. Is the project located beyond the ASD according to Appendices F and G? ☐ Yes ☐ No If "Yes", STOP; the project complies with 24 CFR 51C. If "No", **deny HUD assistance,** or ☐ **APPROVE ONLY** if the following shielding/mitigation measures; designed in compliance with 24 CFR §51.205 are carried out:

Part VI <u>TOXIC/HAZARDOUS/RADIOACTIVE MATERIALS POLICY [24 CFR 58.5(i)(2)]</u>

1. Field Observations of the property (exterior/interior):

2. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/ radioactive/ materials, chemicals or hazardous wastes on or near the subject site?
   ☐ Yes ☐ No If "No" PROCEED. If "Yes", DESCRIBE: and PROCEED.

3. Does this project site contain an underground storage tank (which is not a residential fuel tank)?
   ☐ Yes ☐ No If "No" PROCEED. If "Yes", DESCRIBE: and PROCEED.

4. Search Federal, State or local environmental toxic sites records (e.g. www.epa.gov/enviro/emef) Do these sources reveal nearby on or nearby sites that may pose threats to the subject site occupants health or safety? ☐ Yes ☐ No If "No"; cite databases: and PROCEED. If "Yes"; cite databases: ; DESCRIBE and PROCEED.

5. **Determination**: Are the neighborhood and property free of hazardous materials, contamination, toxic chemicals, gases and radioactive substances which could affect the health or safety of occupants? ☐ Yes, according to toxic site database research and field observations. ☐ No, the following toxic or hazardous conditions must be mitigated during implementation: (Prescribe mitigation measures now, and attach mitigation compliance, disclosure & clearance documents as appropriate, after project implementation. ☐ No, hazardous exposure or risk will not be mitigated; **Deny HUD Assistance for this activity.**

Part VII FLOOD INSURANCE/FLOOD DISASTER PROTECTION ACT [24CFR58.6(a)]

(The Flood Disaster Protection Act mandates the purchase of **flood insurance** for buildings located in SFHA's as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. Responsible Entities approving such Federally assisted activities located in SHFA's must ensure that flood insurance is maintained for the statutorily-prescribed period and dollar amount. In the case of grants, flood insurance must be maintained for the life of the building. In the case of loans, flood insurance must be maintained for the term of the loan. A copy of the flood insurance Policy Declaration must be maintained in the ERR. The amount of flood insurance coverage must be at least equal to the total project cost (less the estimated land cost) or to the maximum limit of coverage made available by the NFIP).

1. Does the project involve the acquisition or rehabilitation of structures, buildings or mobile homes?
   ☐ No; flood insurance is not required. STOP; compliance is established.
   ☐ Yes; PROCEED.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
   ☐ No; cite Source Document (FEMA/FIRM floodplain zone designation, panel number, date): STOP; compliance is established.
   ☐ Yes; cite Source Document (FEMA/FIRM floodplain zone designation, panel number, date): , PROCEED.

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
   ☐ Yes. Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the activity to cover the total activity cost. A copy of the flood insurance Policy Declaration must be kept in the Environmental Review Record.
   ☐ No, **HUD assistance may not be provided for this property in the Special Flood Hazard Area.**

PART VIII LEAD BASED PAINT

(Applicable to Housing Rehab Projects starting with those funded from FY 2002 funds)

1. Was the construction of the subject building completed on or after January 1, 1978? ☐ Yes ☐ No
   If "Yes", record the year of construction ( ) and **STOP** here; this part is completed. If "No", PROCEED.

2. Is this property a Single Room Occupancy Dwelling Unit, a residential property designated exclusively for persons with disabilities or the elderly; where a child under six years old is not expected to reside?
   ☐ Yes ☐ No If "Yes", **STOP** here; this part is completed**.** If "No", PROCEED.

3. Has this property been inspected in accordance with §35.1320(a) and found not to have lead based paint?
   ☐ Yes ☐ No If "Yes", attach a copy of the inspection report as **pages** and **STOP** here, this part is now completed**.**
   If "No", PROCEED.

4. Has all LBP been removed, interim controlled or abated and LBP clearance for the property achieved?
   ☐ Yes ☐ No If "Yes", attach a copy of the clearance report **as pages** and **STOP** here; this part is now completed.
   If "No", PROCEED.

5. Is this rehabilitation which will not disturb a painted surface, or is the disturbance limited to 20 square feet exterior painted surfaces or 2 square feet painted surfaces in any one interior room? [See §35.1350(d)]

☐ Yes ☐ No If "Yes"**, STOP** here; this part is completed**.** If "No", PROCEED to a. thru c. below, which applies to the level of Federal rehabilitation assistance applicable to this project.

a. Are the average Federal funds for the hard costs of rehabilitation per unit limited to $5,000 or less?
☐ Yes ☐ No If "Yes", conduct paint testing per Sec. 35.930(a)(1) and implement safe work practices per § 35.930(a)(2) OR presume LBP and implement safe work practices. Either way, conduct a clearance examination, per §35.930(b)(3) after rehabilitation. Attach a copy of the paint test (if applicable) **as pages** and clearance examination reports **as pages** , after completion.

b. Are the average Federal funds for the hard costs of rehabilitation per unit more than $5000 but not exceeding $25,000?
☐ Yes ☐ No If "Yes", conduct paint testing per Sec. 35.930(c)(1) and a risk assessment per Sec. 35.930(c)(2); perform interim controls per Sec. 35.1330 (see Sec. 35.930(c)(3)) OR presume LBP and/or hazards present and use standard treatments per Sec. 35.120(a). Either way, conduct a clearance examination per Sec. 35.930(b)(3) after rehabilitation. Attach a copy of the paint test as pages and risk assessment (if applicable) as pages , and clearance examination reports as pages , after completion.

c. Are the average Federal funds for the hard costs of rehabilitation per unit more than $25,000?
☐ Yes ☐ No If "Yes", conduct paint test and perform a risk assessment per §35.930(d)(2), or presume LBP. Abate all LBP hazards identified by the paint test or risk assessment conducted and any LBP hazards created as a result of the rehabilitation work, in accordance with §35.1325, except that interim controls are acceptable on exterior surfaces that are not disturbed by rehabilitation. Either way, conduct a clearance examination per Sec. 35.930(b)(3) after rehabilitation. Attach a copy of the paint test as pages and risk assessment (if applicable) as pages and clearance examination reports as pages , after completion.

Prepared by *(insert name and title)*

_____ _____
Signature Date

Certifying Officer for Responsible Entity *(insert name and title)*

_____ _____
Signature Date

* **Notes:** If Federal rehabilitation assistance under the HOME program is also used, recipient shall require property owner to incorporate ongoing LBP maintenance activities into regular building operations, per Sec. 35.1355(a) (see Sec. 35.935). Also, there are notification requirements for all rehabilitation activities: Lead Hazard Information Pamphlet, disclosure of known LBP hazards, and notices of lead hazard evaluation/reduction activity (see Sec. 35.910).

SEDONA HOME REPAIR PROGRAM
Verde Valley Habitat for Humanity
737 S Main St, Cottonwood, AZ 86326
(928) 852-7661; tania.simms@vvhabitat.org

HOMEOWNER UNDERSTANDING AND AGREEMENT

[TO BE REVIEWED AND SIGNED BY APPLICANT AT THE INITIAL MEETING BEFORE ANY EVALUATIONS, WORK WRITE-UPS, LEAD BASED TESTING, OR CONTRACTOR BIDS ARE UNDERTAKEN.]

NAME:

ADDRESS:

DATE:

Your application for the Sedona Home Repair Program has been determined eligible. Before we proceed with any work, it is required that you read and understand the following conditions, and that you sign indicating you will accept these conditions.

Lead-Based Paint Testing

- Depending on the project scope of work and if your home was built before 1978, it must be tested for the presence of lead-based paint and the possible safety hazards that might be present. If lead based paint is found, your home may require additional work to correct the hazards.
- If lead based paint is found in your home and work cannot be done, you will be required to present full disclosure that there is lead based paint in your home at any future real estate transactions involving the home.
- The cost of the testing is covered under the grant.

Bidding Process, Contractor Procurement, Bid Awards, Contracts, Payments, Final Inspections

- After your home is evaluated, the Home Repair Specialist will prepare bid specifications describing the work to be performed.
- Three bids will need to be obtained. The Home Repair Specialist will assist with getting three price quotes and/or recruiting contractors on your behalf. These contractors will submit bids for the work to be done. The lowest responsive bid will be recommended to the homeowner.
- Work agreements are strictly between the Homeowner and the Contractor. Neither City of Sedona nor VVHFH has a legal responsibility for the timeliness or the quality of the work.
- The Contractor will not be paid for any work done outside of the contract. Any agreements for a necessary change will be documented by a Change Order, signed by the Contractor, the Homeowner, and the City of Sedona.

- When the work is completed and evaluated by the Homeowner and a Home Repair Representative, the City of Sedona will make payment directly to the business or Contractor.

- Per the terms of the agreement, the Contractor gives the Homeowner a two-year warranty on labor and materials. Manufacturer warranties may be for a lesser or greater period of time.

Workmanship

I agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration.

Arbitration

I agree, covenant and consent, that any and all controversies arising out of or in any way relating to the housing repair program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they and each of them shall submit to and be bound by the decision of a three-person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Yavapai County, Arizona.

I have read, understand, and accept the conditions listed above, as well as other grant conditions that may not have been highlighted above. I will proceed with the Sedona Home Repair Program and will sign other documents as they become pertinent to the process.

Homeowner	Date
Homeowner	Date
City of Sedona/VVHFH Home Repair Specialist	Date

Sedona Home Repair Program

Confirmation of Receipt of Lead Pamphlet

☐ I have received a copy of the pamphlet, *Protect Your Family From Lead in Your Home,* informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. No rehabilitation work has been started as of this date.

_____ _____

Printed name of Recipient Date

_____

Signature of Recipient

SEDONA HOME REPAIR PROGRAM
Homeowner and Contractor Contract

This contract is between [**contractor; phone number**] (referred to in this contract as CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and [**homeowner; phone number**] (referred to in this contract as OWNER).

WHEREAS, Verde Valley Habitat for Humanity (VVHFH) is in receipt of a Community Development Block Grant (CDBG) from the Arizona Department of Housing, through the City of Sedona, to provide Housing Repair services;

WHEREAS, Northern Arizona Council of Governments (NACOG) is assisting the City of Sedona and VVHFH with the operation of the home repair program;

WHEREAS, the OWNER qualifies under the CDBG program and the City of Sedona/VVHFH program guidelines and is desirous of Housing Repair services;

NOW, THEREFORE; IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by CONTRACTOR and OWNER. The date on which the agreement is fully executed shall be referred to as the Effective Date. CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When the agreement is fully executed, CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

A. Scope of Work	____not applicable	_XX_applicable
B. Notice to Proceed	____not applicable	_XX_applicable
C. Engineered Drawings	_XX_not applicable	____applicable
D. Bid Specifications	____not applicable	_XX_applicable

3. TIME FOR COMMENCEMENT AND COMPLETION. CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within _15_ consecutive calendar days after the Effective Date. CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, suppliers or laborers, all work listed above within _30_ consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by City of Sedona/VVHFH or NACOG (if applicable) in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of OWNER or CONTRACTOR). CONTRACTOR agrees that time is of the essence in this Contract.

4. CONTRACT PRICE. CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of _____ Dollars ($_____), excluding Change Orders.

5. PAYMENTS. Upon submission of an invoice or Application for Payment, and upon approval by CITY OF SEDONA/VVHFH (or designee) and the OWNER of the completed work, CITY OF SEDONA shall pay the CONTRACTOR in full the approved cost of the work performed. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of an Application for Payment, provided said Application for Payment is approved by CITY OF SEDONA/VVHFH (or designee) and the OWNER. CITY OF SEDONA shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and neither the OWNER, VVHFH, the CITY OF SEDONA, nor NACOG (if applicable) shall request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment. For interim draws/payments, the contractor will submit a schedule of values that reflects expected payment, percentages and dates.

6. WARRANTY. CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by CONTRACTOR or CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to OWNER and subsequent owners of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which OWNER or subsequent owner(s) shall have notified CONTRACTOR at the address stated above within one year as required by the Arizona State Registrar of Contractors.

7. LIQUIDATED DAMAGES. If CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by CITY OF SEDONA/VVHFH Repair Services in writing, CONTRACTOR must pay to OWNER the sum of Fifty dollars ($50) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which OWNER will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that OWNER will suffer by reason of such delay, and not as a penalty. CITY OF SEDONA will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by OWNER, CONTRACTOR shall be liable to pay the difference upon demand by CITY OF SEDONA.

8. PARTIES TO CONTRACT. CONTRACTOR and OWNER agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the U.S. Department of Housing and Urban Development, the Arizona Department of Housing, CITY OF SEDONA assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

CONTRACTOR and OWNER agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration.

_____ _____
CONTRACTOR DATE

_____ _____
HOMEOWNER(S) DATE

_____ _____
HOMEOWNER(S) DATE

PART II. General Conditions

1. INSURANCE. During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves, VVHFH Repair Services, CITY OF SEDONA, NACOG (if applicable) and OWNER from any liability or damage for injury (including death) to any of their employees, including any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by OWNER and CITY OF SEDONA.

B. Maintain public liability insurance amounts sufficient to protect themselves, OWNER, VVHFH Repair Services, CITY OF SEDONA, and NACOG (if applicable) against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

2. ASSIGNMENT. CONTRACTOR agrees not to assign the Contract without written consent by OWNER and CITY OF SEDONA/VVHFH or NACOG (if applicable).

3. CHANGE ORDERS. CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of OWNER and City of Sedona/VVHFH or NACOG (if applicable).

4. PERMITS AND CODES. CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction required permit(s) and the Scope of Work shall be posted and available at the job site.

5. HOLD HARMLESS. CONTRACTOR agrees to defend, indemnify, and hold OWNER, CITY OF SEDONA, VVHFH, and NACOG harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from CONTRACTOR'S performance of this Contract. CONTRACTOR further agrees to protect, defend, and indemnify OWNER, CITY OF SEDONA from any claim by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Contract.

6. CONDITION OF PREMISES. CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. LEAD-BASED PAINT. CONTRACTOR agrees to not use lead-based paint in CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

8. TERMINATION. CONTRACTOR agrees that OWNER shall have the right to declare CONTRACTOR in default if CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event OWNER shall be responsible for providing written notice to CONTRACTOR

by registered mail of such default. If CONTRACTOR fails to remedy such default within 15 days of such notice, OWNER shall have the right to select one or more substitute contractors from the list of bidders that participated in the bid process of the program. If the expense of finishing the work exceeds the balance not yet paid to CONTRACTOR on this Contract, CONTRACTOR shall pay the difference to CITY OF SEDONA/VVHFH.

9. INSPECTION. CITY OF SEDONA/VVHFH and its designees, including NACOG (if applicable), shall have the right to inspect all the work performed under this Contract. By such inspection, CITY OF SEDONA/VVHFH and NACOG assume no responsibility for defective material or work under this Contract or for any breach of this Contract by CONTRACTOR.

10. EQUAL OPPORTUNITY. CONTRACTOR agrees to abide by all Federal, State, City, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, status as with regard to public assistance or disability as per Section 504 of the ADA.

During the performance of this Contract, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, or national origin. CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment ore recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the provisions of Section 504 of the ADA.

b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, disability, or national origin.

11. GOOD FAITH EFFORT. CONTRACTOR agrees to provide for the fair utilization of minority/women/disadvantaged owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

12. DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between OWNER, CITY OF SEDONA/VVHFH Repair Services, NACOG (if applicable), CONTRACTOR, and the Arizona State Registrar's Office or any other lawful remedies available to each party.

13. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

14. CONTRACTOR'S DOCUMENTS. CONTRACTOR shall keep at the worksite a copy of the Contract documents and shall at all times allow them available for inspection by CITY OF SEDONA/VVHFH staff or designees, including NACOG. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, CONTRACTOR shall immediately call the matter to the attention of CITY OF SEDONA/VVHFH or NACOG (if applicable) for furnishing detailed instructions.

15. NON-RESPONSIBILITY OF THE OWNER. Indebtedness incurred for any cause in connection with this work must be paid by CONTRACTOR; and OWNER, CITY OF SEDONA/VVHFH, and NACOG are hereby relieved at all times from any indebtedness or claims other than payments under contract.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of OWNER upon being so attached or affixed and accepted.

17. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

18. CONFLICT OF INTEREST. Pursuant to ARS 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by CITY OF SEDONA/VVHFH if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CITY OF SEDONA/VVHFH is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

19. MISCELLANEOUS PROVISIONS.

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

21. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace for all employees. OWNER shall maintain a Drug Free Workplace for CONTRACTOR.

22. IMMIGRATION COMPLIANCE WARRANTY

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

23. ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by City of Sedona up to and including termination of this Contract.

Sedona Home Repair Program

City of Sedona **102 Roadrunner** **Sedona, AZ 86336**	**Verde Valley Habitat for Humanity** **737 S Main St** **Cottonwood, AZ 86326**

CHANGE ORDER #_____

Grant Contract #:_____

Project: _____

Address: _____

Contractor: _____

Contract Dated: _____

The following change(s) are authorized to the above-identified contract:

Description:

Additional Cost: $_____

Initial Contract Amount	$_____
Plus Previously Approved Change Orders	_____
Plus Change Order Requested	_____
Total New Contract Amount	$_____

_____ _____
Contractor Date

_____ _____
City of Sedona / VVHFH Repair Services Date

_____ _____
Homeowner Date

SEDONA HOME REPAIR PROGRAM

Homeowner and Contractor Contract

OWNER ACCEPTANCE & APPROVAL FOR FINAL PAYMENT

City of Sedona/VVHFH Home Repair Services certifies the repair work on the home of:

Homeowner name:
_____

Property address:
_____

has been completed by the Contractor and inspected by the Homeowner.

HOMEOWNER AGREEMENT

I certify that the Contractor has performed work and supplied materials for the construction of improvements to the property owned by me/us and located at the address above under the terms and conditions of the contract and is entitled to payment. I/we agree to the disbursement of the final funds for the work.

I/we accept the work that has been performed on the home. This Certification shall not be construed as an acceptance if defective work was done or improper materials were used and is not intended as a waiver of the warranties or any other remedies I/we would be entitled to under the above contract and laws of the State of Arizona. I/we also certify that copies of warranties / operation manuals were received by me/us.

Please reimburse for:		
Attached are	Contractor's Billing	$

Client received:

_____Operating Instructions

_____Homeowner Education Handout

Homeowner Signature:_____ Date: _____

Repair Specialist:_____ Date: _____

AMERICAN
Homeowner Education
& Counseling *Training*
INSTITUTE

CHOOSING WHICH DEBTS TO PAY FIRST

Despite the best laid plans, all of us, at some point may be at risk of experiencing financial problems. If you own a home, financial problems could be even more devastating. As a homeowner, you run the risk of falling behind on the monthly mortgage payments, becoming delinquent, and could be faced with losing your home through foreclosure.

Therefore, the following information was prepared to help you deal with a financial crisis and can help you to potentially avoid additional financial difficulties and the threat of foreclosure. In all cases, you will need to act quickly and objectively in order to successfully survive a major financial crisis. Therefore, one of the first steps is to determine if the financial problem is temporary or a long-term financial problem. Once you have made that determination, you need to be prepared to prioritize your debt payments. It is important to note, however, that each individual and/or family is different. Therefore, the order of priority of payment will depend on your particular needs and characteristics.

Use the information below to help you gain a better understanding of debt priorities:

A. PRIORITIZING DEBTS DURING A CRISIS

It is important to understand that it is not a good idea to incur more (new) debt to pay off old or existing debts. It is important to remember that the creditors to pay first are not necessarily the ones who place the most pressure on you. That is to say, the receipt of phone calls, letters etc., does not necessarily mean that these debts are a high priority. Nevertheless, always open and read all of your mail! Special attention should be given to those creditors who can take quick action against your home, utilities, car, and other needed commodities for your family.

1. Family necessities first - The family's needs may include food, health expenses, and other primary needs, according to the type of family. The most important thing to remember is to reduce these expenses as much as possible.

2. Housing-related bills - The mortgage should be paid as soon as possible. Home insurance and maintenance fees for condominiums should be a high priority payment. Any payment associated with the home shall be considered a high priority, otherwise you may risk losing it. The loss of a house not only means the loss of shelter, but also the potential loss of investment and/or equity. Therefore, making the monthly mortgage payment should be one of the priorities every month.

3. Essential utility service - The utilities are essential to daily life, so they are considered a priority. Ask for information regarding any special discount programs, budget payment helper programs, or energy assistance programs. Reduce your bills by avoiding late charges; changing the type of service that is received; reducing the usage of utilities, and eliminating luxuries that are not vital, such as cable TV service, caller identification, etc.

4. Car loans - If the car is needed to get to work, it is a priority to pay the monthly loan or lease payment. If you have more than one car, serious consideration should be given to eliminating one or more of the payments by selling the vehicle. Try to conserve on gasoline and unnecessary maintenance. You may want to consider buying a used car or a less expensive model. Auto insurance should always be maintained; otherwise the creditor may buy, at your expense, a more expensive type of insurance and/or you may face legal action.

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5. Child support debts - Child support may be considered as a primary need, since it is assigned for food, health care, and clothing. In some states, child support debts are criminal actions, punishable by prison sentences.

6. Income tax debts - An income tax return must be filed even if the tax debt cannot be paid on time. Many states provide the opportunity to set up payment plans for income tax debts.

7. Loans without collateral and loans with household goods as collateral - Some loans, such as credit card debt, health care debts, and open accounts with merchants are a low priority because there is no collateral necessary. If the creditor requires ad household good to be used as collateral and the loan defaults, generally the household good is not worth being seized because of its low market value. However, the household good may be seized by means of a court process, but because of the expense to do so, the creditor rarely will exercise this option.

8. Student loans are medium priority - Even though the government provides a number of good options for consumers who cannot afford to pay back the student loans, the lender has special rights to collect on these loans. Therefore, these types of loans are considered a medium priority. The government (or loan provider) can seize up to 10% of the wage of the debtor without a court order and can charge up to 43% in collection fees. NOTE: Defaults on student loans may prevent you from buying a home.

IN ALL CASES, IF YOU EXPERIENCE A FINANCIAL PROBLEM, BE SURE TO FOLLOW THE FOLLOWING TIPS:

- **Don't wait until it is too late to seek help.** When faced with difficulties, it is easier to put something off than to deal with it. However, seeking help early on, when the problem is still small, will always provide for easier, more manageable solutions.

- **Call the lender/creditor.** Don't be afraid to let your creditor know about your situation. They cannot read your mind, and will always respond better to a consumer who reaches out to them, than to consumers who avoid them.

- **Be prepared to work with the lender/creditor.** Working closely with creditors can oftentimes result in revised payment arrangements or possible restructuring of the debt.

- **Don't make promises that you cannot keep.** Be realistic!

- **Be honest and don't give up.** Being truthful and persistent with your creditors will help to ensure a good relationship and a positive resolution.

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HOME MAINTENANCE CHECKLIST

ROUTINE

- ☐ Monitor heating, cooling, and all mechanical systems
- ☐ Fix leaky faucets
- ☐ Repair any safety hazards immediately
- ☐ Unclog slow running drains
- ☐ Repair broken windows, doors, and locks
- ☐ Close fireplace damper when not in use

MONTHLY

- ☐ Inspect and test smoke detectors, fire alarms, and carbon monoxide detectors
- ☐ Inspect and replace filters as necessary (air conditioner, furnace, pool, etc.)
- ☐ Test safety reverse on garage door opener(s)
- ☐ Test all Ground Fault Circuit Interrupter (GFCI) outlets
- ☐ Walk around the house exterior to check general condition
- ☐ Inspect sump pump operation

SPRING

- ☐ Replace smoke and fire alarm batteries (at least twice per year)
- ☐ Cut back any trees or shrubs touching the exterior of the house
- ☐ Re-establish landscaping and soil grading
- ☐ Inspect and touch up exterior paint
- ☐ Inspect foundation for water penetration, settling, and cracks
- ☐ Inspect or treat exterior wood for splintering, decay, and insect damage
- ☐ Inspect window insulation and remove storm windows
- ☐ Clean exterior of windows
- ☐ Install window screens, repairing as needed
- ☐ Clean gutters and inspect down-spouts
- ☐ Inspect roof for damage, warping, aging, moss, and cracking
- ☐ Clean/vacuum grill and inside compressor unit of central air conditioner
- ☐ Check and test the pressure relief valve on the water heater
- ☐ Inspect and clean the water softener
- ☐ Inspect and trip electrical circuit breakers
- ☐ Perform seasonal pest control

SUMMER

- ☐ Inspect exposed plumbing areas for dampness
- ☐ Fix loose or cracked caulking
- ☐ Inspect appliance hoses and ventilation according to owners' manuals
- ☐ Power wash, repair, refinish, and seal decks, reset any protruding nails
- ☐ Clean and lubricate sliding-glass-door tracks and window tracks
- ☐ Lubricate door hinges and locks
- ☐ Oil garage door(s)
- ☐ Patch driveway and other concrete or treat asphalt
- ☐ Clean/vacuum grill and inside compressor unit of central air conditioner
- ☐ Perform seasonal pest control

FALL

- ☐ Replace smoke and fire alarm batteries (at least twice per year)
- ☐ Inspect and clean fireplace and chimney
- ☐ Inspect and/or service heating system
- ☐ Clean and adjust humidifier on furnace
- ☐ Clean/vacuum heating ducts, grills, and registers
- ☐ Clean upper-story windows
- ☐ Inspect window screens and insulation, and install storm windows
- ☐ Inspect weather stripping around doors and replace as needed
- ☐ Cut back any trees or shrubs touching the roof or exterior
- ☐ Clean gutters and inspect down-spouts
- ☐ Trim, cover, or bring in outdoor plants as needed
- ☐ Winterize all outdoor water faucets
- ☐ Check and test the pressure relief valve on the hot water heater
- ☐ Clean/vacuum grill and inside compressor unit of central air conditioner
- ☐ Inspect and clean water softener
- ☐ Inspect and trip electrical circuit breakers
- ☐ Perform seasonal pest control

WINTER

- ☐ Recharge fire extinguishers
- ☐ Wax and buff wood floors
- ☐ Professionally clean curtains and drapes
- ☐ Inspect and touch up interior paint
- ☐ Inspect exposed plumbing areas for dampness
- ☐ Check carbon monoxide detectors
- ☐ Perform seasonal pest control

SEDONA HOME REPAIR PROGRAM

File Checklist
Section 1

ENVIRONMENTAL REVIEW

_____ Appendix A **(Date: _____* prior to contractor contract)**
_____ THPO/SHPO letters (if applicable)
_____ Lead based paint results / compliance (if applicable)
_____ Notification of approval / non-approval

CLIENT CONTACT

____ Client Correspondence (general)
____ Contact Log (Admin)

HOMEOWNER APPLICATION / ELIGIBILITY DOCUMENTS

_____ Application **(Date received: _____; Updates: _____, _____**
_____ Authorization to obtain information/Privacy Act notice
_____ Income documentation* / authorization to verify income
_____ Household size (Social Security Cards, ID)
_____ Ranking Sheet
_____ Income Calculation Worksheet **(Date: _____ Updates: _____**
(* income verified within 6 mo. of contractor contract)

PROPERTY DOCUMENTATION / CLIENT SET UP

_____ Map
_____ Deed / Ownership Documents
_____ Homeowner's insurance coverage
_____ County Assessor tax report
_____ Mortgage statement or Deed of Release

File Checklist
Section 2

INITIAL HOME INSPECTION

_____ Photos (before)
_____ Approval Notification (Homeowner Understanding and Agreement/ Grievance Procedure)
_____ Receipt of Pamphlet regarding Lead Based Paint
_____ Initial inspection

CONTRACTOR BID PROCESS

_____ Cost estimate / Work write-ups (for allowable repairs)
_____ Bid specifications
_____ Construction procurement documentation
_____ Copies of all bids
_____ Contractor SAM.gov search
_____ Arizona ROC verification
_____ Contractor insurance certificate

CONSTRUCTION CONTRACT

_____ Copies of permits (if applicable)
_____ Contractor Contract (if applicable)
_____ Change orders
_____ Copies of warranties provided to Homeowner
_____ Approved invoices, contractor payment requests, backup documentation, copies of checks
_____ Final inspection and owner acceptance of work and signature
_____ Photos (after)

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding the Broken Arrow Speed Limit Petition and Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic) by adding Chapter 10.30 (Improper Motor Vehicle Equipment); and the voluntary agreement with local OHV rental companies.

Department	City Attorney
Time to Present	10 min.
Total Time for Item	60 mins.
Other Council Meetings	May 23, 2023; April 11, 2023, August 22, 2023, April 9, 2024, September 12, 2024
Exhibits	A. Speed Limit Ordinance B. OHV Petition C. Motor Vehicle Equipment Ordinance

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/24 KWC
City Manager's Recommendation	Reviewed 8/28/24 JAD

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

SUMMARY STATEMENT

Background:

In February 2023, the City was made aware of serious safety issues with the widespread practice of Not for Highway Service (NHS) tires being mislabeled and marketed as compliant with Federal Motor Vehicle Safety Standards (FMVSS).

Additional safety concerns have arisen from information published by the major OHV, UTV, and ATV (collectively called "OHVs") manufacturers (Can-Am, Honda, Kawasaki, Polaris, Yamaha, etc.). The owners' manuals and/or certificates of origin on OHVs clearly state that they should never be used and/or that it is hazardous to operate them on paved or public roads. Some even state they are not to be registered for on-road use. OHVs do not have standard FMVSS safety equipment designed to keep passengers safe like: airbags, anti-lock brakes, crumple zones, stability control, and bumpers. Safety testing of OHVs, UTVs, and ATVs is

generally completed on dirt roads using NHS tires and not on paved roads or with DOT approved tires.

Additionally, there have been four rollover OHV accidents within City limits in the past 3 years.

The major OHV manufacturers sponsor and are members of the Specialty Vehicle Institute of America (SVIA for ATVs) and Recreational Off-Highway Vehicle Association (ROHVA for OHVs/UTVs). ROHVA is an American National Standards Institute accredited not-for-profit trade association that develops equipment, configuration, and performance standards for off-highway vehicles. It was formed to promote the safe and responsible use of off-highway vehicles.

ROHVA's position is that OHVs and UTVs "are designed, manufactured and sold for off-highway use only." ROHVA supports efforts to limit on-road use of OHVs.

On August 22, 2023, by majority consensus, Council directed staff to continue with the consideration of the commitment letter from the OHV businesses and to continue working on the OHV ordinance language. A copy of the OHV Rental Companies commitments is attached as Exhibit B.

This is the sixth public meeting on this issue of OHV safety.

OHV Speed Limit Ordinance:

On June 21, 2024, the City Council received a petition signed by 43 homeowners living in the Broken Arrow neighborhood supporting a request for a 15mph OHV speed limit on Morgan Road. Council requested that the petition be discussed at a future meeting date.

A draft ordinance is attached as **Exhibit A**. In the interest of public health and safety, the draft ordinance establishes a 15mph OHV speed limit on any City-owned road established by City Council by resolution.

This is the first public meeting on the proposed 15mph OHV speed limit. Pursuant to SCC 2.25.040 a second meeting is required to be held before Council can adopt the proposed OHV speed limit.

Voluntary Agreement:

City Council has to date followed a voluntary agreement (**Exhibit B**) proposed by the local OHV rental companies to reduce the City's and resident's safety concerns. Some of the elements of the voluntary agreement include:

1. OHV rental companies would install the following safety equipment on their OHV fleets:
    a. Turn signal indicators
    b. Vehicle speed governors
    c. Safety flags
    d. GPS monitors
    e. Quieter mufflers
2. OHV rental companies will support limits, guided tours, and permitting on local off-road trails.

3. OHV rental companies will continue to educate each customer on environmental and safety issues with OHVs, including on paved/public roads.
4. OHV rental companies will work with GSRC, RROCC and USFS with trail maintenance, signage, and correcting damaging OHV behavioral trends among all OHV users.

At the September 12, 2023 Council meeting, Council moved to defer consideration of the OHV Ordinance until April 9, 2024 in order to allow the OHV rental companies to work on the voluntary commitments. The OHV rental companies met with the City on November 9, 2023, February 7, 2024, and April 3, 2024 to discuss compliance with the voluntary commitment. An additional update was given to City Council on April 9, 2024.

Improper Vehicle Equipment Ordinance:

The proposed ordinance is attached as **Exhibit C**. This has been tabled while Council has explored other options. Based on the safety concerns and others outlined in previous Council meetings, the ordinance would make it unlawful to drive, on local public roads within the City of Sedona a motor vehicle that is unsafe, does not have proper safety equipment, including in violation of FMVSS, or that is not approved by the manufacturer to be operated on paved or public roads. It further declares the City's public roads to be closed to OHVs.

The first violation would result in a warning or repair order. Failure to repair the equipment violation or a second violation would result in a civil fine not to exceed $500. A third or subsequent violation of the ordinance would be a Class 1 Misdemeanor.

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

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

Alternative(s): N/A

MOTION

Move to: First Meeting on OHV Speed Limit; no recommended action.

approve an Ordinance No. __ amending the Sedona City Code Title 10 (Vehicles and Traffic) by adding Chapter 10.30 (Improper Motor Vehicle Equipment).

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED "OCTOBER 2024 AMENDMENTS TO SEDONA CITY CODE SECTION 10.15.040 SPEED LIMITS" AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET FORTH THEREIN; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, adhering to Federal and State speed and safety regulations related to motor vehicles reduces the chances of serious injury and death; and

WHEREAS, Utility Terrain Vehicles ("UTV"), All-Terrain Vehicles ("ATV"), Off-Highway Vehicles ("OHV"), collectively called "OHVs," are designed, tested, and manufactured solely for off-road use on non-paved surfaces partly because OHVs are equipped with high centers of gravity and tires that have large ridges on them, making them ill-suited for turning and traction on asphalt surfaces; and

WHEREAS, the Consumer Product Safety Commission recommends persons never ride OHVs on public or paved roads; and

WHEREAS, the National Highway Traffic Safety Administration ("NHTSA") has said, "The use on public roads of off-road vehicles and tires that do not meet the Federal Motor Vehicle Safety Standards ("FMVSS") places occupants and other road users at a greater risk of harm"; and

WHEREAS, the United States Department of Transportation ("DOT") has said, "We share [the City of Sedona's] concern about the operation of off-road vehicles on public roads. NHTSA has developed various FMVSS over the years through research and testing to establish minimum safety standards for vehicles and equipment intended for use on public roads. The use of off-road vehicles and tires on public roads, which do not meet those minimum safety standards, places the occupants and other road users at a greater risk of crashes and injury or death in a crash"; and

WHEREAS, all manufacturers of OHVs are sponsors and members of the Recreational Off-Highway Vehicle Association ("ROHVA") and the Specialty Vehicle Institute of America ("SVIA"), and both ROHVA and SVIA urge that on-highway use of OHVs be prohibited and that law enforcement efforts be strengthened to eliminate the dangerous practice of on road use and sponsor model legislation that prohibits OHV use on any public street, road, or highway and as recently as March 2023 ROHVA and SVIA lobbied the Oregon legislature in opposition to making OHVs street legal; and

WHEREAS, all manufacturers of OHVs state that OHVs should not be driven and/or that OHVs are unsafe to be driven on paved and/or public roads; and

WHEREAS, the ADOT MVD Off-Highway Vehicle Decal Application requires owners of OHVs to certify under penalty of perjury that the OHV "has been modified to meet all applicable safety and equipment requirements of Arizona Revised Statutes Title 28,

Chapter 3, Article 16, ***as well as all…other federal requirements***" (emphasis added); and further includes the applicant's acknowledgement that "I understand that I may receive traffic tickets and court fines if local ordinances prohibit operation of this vehicle"; and

WHEREAS, OHVs lack numerous standard FMVSS required for on road motor vehicle use including: airbags, stability control, crumple zones, rear bumpers, and DOT approved tires; and

WHEREAS, every year tire failure causes approximately 11,000 vehicle crashes and 200 deaths nationwide and adhering to DOT tire regulations reduces the chance of tire failure, and according to NHTSA, in 2020 there were 664 traffic fatalities in tire-related crashes; and

WHEREAS, only DOT approved tires are safe to be used in highway service; and

WHEREAS, NHTSA Interpretation 1985-04.16 explains and FMVSS Standard 109 requires that all motor vehicles manufactured after 1948 have DOT approved tires for on road use; and

WHEREAS, OHVs are equipped with Not for Highway Service (NHS) tires and no OHV tires are currently DOT approved for highway or on street use (see NHTSA June 3, 2022 letter re: Improper Certification of UTV/ATV Tires to FMVSS; U.S. Tire Manufacturers Tire Information Service Bulletin TISB 07); and

WHEREAS, visitors to the City rent OHVs to be driven on paved public roads largely unaware of the foregoing safety concerns; and

WHEREAS, statewide, several OHV rental companies have gone out of business because their rental OHVs were wrecked faster than the OHVs could be repaired (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, Sedona has experienced 710 motor vehicle accidents between 2017 and 2021, resulting in 150 injuries and 5 fatalities; and

WHEREAS, in the past three years, there have been four rollover OHV accidents within City limits and in 2021, statewide there were 187 OHVs involved in accidents with 16 fatalities in 2021 resulting in a 8.55% fatality rate; and

WHEREAS, OHVs are the third leading cause of injury in children in Arizona (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, plaintiffs routinely make claims against the City of Sedona for allowing or maintaining unsafe highway or road conditions; and

WHEREAS, traffic accidents and traffic congestion are a serious concern in the City and the City spends millions of dollars annually to improve traffic safety and congestion and requiring safe motor vehicles on paved public roads will further improve safety; and

WHEREAS, A.R.S. §28-626(B)(3) delegates motor vehicle safety enforcement to municipalities stating that municipalities "***shall*** adopt ordinances or regulations relating to the control and movement of traffic…" (emphasis added); and

WHEREAS, the City finds that driving OHVs on paved or public roads in contravention to their design and the manufacturer recommendation constitutes reckless disregard for the safety of persons and property pursuant to A.R.S. §28-1174(A)(1); and

WHEREAS, there has been an increase in motorized tourism in the City of Sedon which has resulted in an increase in noise impacts to City residents and visitors; and

WHEREAS, several popular OHV trails are accessed through residential neighborhoods in the City which increases the noise impacts on residents and visitors; and

WHEREAS, numerous studies have found noise pollution increases stress, anxiety, depression, high blood pressure, and heart disease and disturbs sleep which is essential to good health; and

WHEREAS, World Health Organization's (WHO) guidelines for community noise recommend less than 30 decibels in bedrooms at night for good quality sleep and in the state of Arizona OHVs are permitted to operate at 96 decibels; and

WHEREAS, a reduction in speed limit makes the streets quieter and safer; and

WHEREAS, other federal, state, and local government entities have adopted 15 mph OHV speed limits for the health and safety of the public; and

WHEREAS, the Sedona City Council adopts all of the foregoing as part of its engineering and traffic investigation; and

WHEREAS, the City deems it necessary to adopt certain OHV speed limits to protect the health, safety, and welfare of the City residents and travelling public.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

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

Section 2. That certain document titled the "October 2024 Amendments to Sedona City Code Section 10.15.040 Speed Limits" ("Speed Limit Amendment"), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-701, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk.

Section 3. Sedona City Code Section 10.15.040 is hereby amended as set forth in the Speed Limit Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the Speed Limit Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

Section 6. Penalties: Any violation of or failure or refusal to do or perform any act required by the provisions of this ordinance or of the Sedona City Code as amended herein shall constitute a civil traffic violation and be subject to the provisions of Sedona City Code Section 1.15.010.

Section 7. Severability. 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 8. 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.

Section 9. Effective Date. The effective date of this Ordinance shall be 30 days following adoption by the City Council.

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

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

“October 2024 Amendments to Sedona City Code Section 10.15.040 Speed Limits”

Eliminated language in strikeout format and new language in red format:

Chapter 10.15 TRAFFIC CONTROL

10.15.040 Speed limits.

A. Pursuant to the provisions of A.R.S. Sections 28-627 and 28-703, the established speed on all roads and streets and other areas accommodating motor vehicular traffic within the confines and boundaries of the city shall be 25 miles per hour unless otherwise posted. This section shall not apply to the regulation of any speed of traffic upon any state or federal highway. [Code 2006 § 11-3-4].

B. Pursuant to the provisions of A.R.S. Sections 28-627 and 28-703, the established speed on all roads and streets for all-terrain vehicles and off-highway vehicles shall be 15 miles per hour where adopted by City Council by resolution and where posted by appropriate signs. This section shall not apply to the regulation of any speed of all-terrain vehicles or off-highway vehicles upon any state or federal highway.

Morgan Road Speed Limit Reduction for OHVs-Petition Signers

Date	First Name	Last Name	Street Address	Comments on the Petition (Optional)
6/20/2024	Diana	Vangellow	[redacted]	Strongly support this initiative.
6/18/2024	Ya-Fang	Kuo	[redacted]	
6/18/2024	Jennifer	Raddatz	[redacted]	
6/17/2024	Vidor	Friedman	[redacted]	
6/17/2024	Michael	Smith	[redacted]	
6/17/2024	Debra	Reed	[redacted]	
6/17/2024	Mike	Reed	[redacted]	
6/17/2024	James	Kaufmann	[redacted]	
6/17/2024	Candace	delaney	[redacted]	How will the speed limit be enforced?
6/17/2024	Cassandra	Smith	[redacted]	
6/17/2024	Jack	Montgomery	[redacted]	
6/16/2024	Gary	Glenn	[redacted]	
6/16/2024	Jennifer	Tanner	[redacted]	
6/14/2024	john	duchnowski	[redacted]	
6/14/2024	Kathryn	Myers	[redacted]	
6/14/2024	Dale	Ross	[redacted]	
6/13/2024	Karen	Cutler	[redacted]	
6/13/2024	Diana	Bernstein	[redacted]	Find another way to get to the trail head.
6/13/2024	Karen	Wanderman	[redacted]	
6/13/2024	Vincent	Bilotta	[redacted]	Morgan Rd is the only access for motor vehicles to a very busy off road trail network in Sedona . The road has blind curves , is too narrow and has many local and tourist pedestrians . For the safety of these people either widen road or build a sidewalk to accommodate these people trying to access the “people’s forest”. These pedestrians have just as much of a right to safely access the trails as these OHV warriors who have been provided a paved , obstacle free Morgan roadway . Actually the only obstacles they encounter are men , women and children but these are easily scattered aside by these off road entertainment vehicles traveling far too fast for such a small residential road. I encourage the powers that be to bring their grandchildren for a stroll on this road from 9 am til 4 pm on the weekends and holidays and see what these individuals encounter.
6/12/2024	Edward	Cutler	[redacted]	
6/12/2024	Joe	Reddington	[redacted]	
6/12/2024	Judy	Reddington	[redacted]	
6/12/2024	Jesse	Franco	[redacted]	
6/12/2024	Karen	Farmer	[redacted]	
6/12/2024	Andrea	Smith	[redacted]	
6/12/2024	Warren	BUTT		
6/12/2024	Patricia	Ellis	[redacted]	
6/12/2024	William	Heath	[redacted]	
6/12/2024	Larry	Dreyfuss	[redacted]	
6/12/2024	Carol	Dreyfuss	[redacted]	
6/12/2024	Carl	Jackson	[redacted]	UTVs are by far the loudest vehicles, and I hear them go by all day long, every day, from inside my home. Even if only a portion of them abide by the lower speed limit it will help reduce the noise that impacts residents.
6/12/2024	Jodi	Sansone	[redacted]	I support this as well as a complete ban of OHVs on our local streets.
6/12/2024	Willie	Ellis	[redacted]	
6/12/2024	Aashish	Malaviya	[redacted]	
6/12/2024	Daniel	Monroe	[redacted]	Between on here and ALL trails, I wouldn't mind seeing a limited # of non-resident users as well...
6/12/2024	Shaeri	Richards	[redacted]	I support the lowering of the speed limit for ATV/ UTV's ONLY.
6/12/2024	MICHAEL	DADDEO	[redacted]	
6/12/2024	Hilary	Wandmayer	[redacted]	Great idea!
6/12/2024	Gary	Linden	[redacted]	
6/12/2024	JERRY	HARTLEBEN	[redacted]	
6/11/2024	CHRISTINE	ADAMS	[redacted]	
6/10/2024	Robert	Adams	[redacted]	

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE TITLE 10 (VEHICLES AND TRAFFIC) BY ADDING CHAPTER 10.30 (IMPROPER MOTOR VEHICLE EQUIPMENT); PROVIDING FOR PENALTIES, SEVERABILITY, AND FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, adhering to Federal and State safety regulations related to motor vehicles reduces the chances of serious injury and death; and

WHEREAS, Utility Terrain Vehicles ("UTV"), All-Terrain Vehicles ("ATV"), Off-Highway Vehicles ("OHV"), collectively called "OHVs," are designed, tested, and manufactured solely for off-road use on non-paved surfaces partly because OHVs are equipped with high centers of gravity and tires that have large ridges on them, making them ill-suited for turning and traction on asphalt surfaces; and

WHEREAS, the Consumer Product Safety Commission recommends persons never ride OHVs on public or paved roads; and

WHEREAS, the National Highway Traffic Safety Administration ("NHTSA") has said, "The use on public roads of off-road vehicles and tires that do not meet the Federal Motor Vehicle Safety Standards ("FMVSS") places occupants and other road users at a greater risk of harm"; and

WHEREAS, the United States Department of Transportation ("DOT") has said, "We share [the City of Sedona's] concern about the operation of off-road vehicles on public roads. NHTSA has developed various FMVSS over the years through research and testing to establish minimum safety standards for vehicles and equipment intended for use on public roads. The use of off-road vehicles and tires on public roads, which do not meet those minimum safety standards, places the occupants and other road users at a greater risk of crashes and injury or death in a crash"; and

WHEREAS, all manufacturers of OHVs are sponsors and members of the Recreational Off-Highway Vehicle Association ("ROHVA") and the Specialty Vehicle Institute of America ("SVIA"), and both ROHVA and SVIA urge that on-highway use of OHVs be prohibited and that law enforcement efforts be strengthened to eliminate the dangerous practice of on road use and sponsor model legislation that prohibits OHV use on any public street, road, or highway and as recently as March 2023 ROHVA and SVIA lobbied the Oregon legislature in opposition to making OHVs street legal; and

WHEREAS, all manufacturers of OHVs state that OHVs should not be driven and/or that OHVs are unsafe to be driven on paved and/or public roads; and

WHEREAS, the ADOT MVD Off-Highway Vehicle Decal Application requires owners of OHVs to certify under penalty of perjury that the OHV "has been modified to meet all applicable safety and equipment requirements of Arizona Revised Statutes Title 28, Chapter 3, Article 16, ***as well as all…other federal requirements***" (emphasis added); and further includes the applicant's acknowledgement that "I understand that I may receive traffic tickets and court fines if local ordinances prohibit operation of this vehicle"; and

WHEREAS, OHVs lack numerous standard FMVSS required for on road motor vehicle use including: airbags, stability control, crumple zones, rear bumpers, and DOT approved tires; and

WHEREAS, every year tire failure causes approximately 11,000 vehicle crashes and 200 deaths nationwide and adhering to DOT tire regulations reduces the chance of tire failure, and according to NHTSA, in 2020 there were 664 traffic fatalities in tire-related crashes; and

WHEREAS, only DOT approved tires are safe to be used in highway service; and

WHEREAS, NHTSA Interpretation 1985-04.16 explains and FMVSS Standard 109 requires that all motor vehicles manufactured after 1948 have DOT approved tires for on road use; and

WHEREAS, OHVs are equipped with Not for Highway Service (NHS) tires and no OHV tires are currently DOT approved for highway or on street use (see NHTSA June 3, 2022 letter re: Improper Certification of UTV/ATV Tires to FMVSS; U.S. Tire Manufacturers Tire Information Service Bulletin TISB 07); and

WHEREAS, visitors to the City rent OHVs to be driven on paved public roads largely unaware of the foregoing safety concerns; and

WHEREAS, statewide, several OHV rental companies have gone out of business because their rental OHVs were wrecked faster than the OHVs could be repaired (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, Sedona has experienced 710 motor vehicle accidents between 2017 and 2021, resulting in 150 injuries and 5 fatalities; and

WHEREAS, in the past three years, there have been four rollover OHV accidents within City limits and in 2021, statewide there were 187 OHVs involved in accidents with 16 fatalities in 2021 resulting in a 8.55% fatality rate; and

WHEREAS, OHVs are the third leading cause of injury in children in Arizona (Arizona Off-Highway Vehicle Study Committee Meeting July 21, 2023); and

WHEREAS, plaintiffs routinely make claims against the City of Sedona for allowing or maintaining unsafe highway or road conditions; and

WHEREAS, traffic accidents and traffic congestion are a serious concern in the City and the City spends millions of dollars annually to improve traffic safety and congestion and requiring safe motor vehicles on paved public roads will further improve safety; and

WHEREAS, A.R.S. §28-626(B)(3) delegates motor vehicle safety enforcement to municipalities stating that municipalities "***shall*** adopt ordinances or regulations relating to the control and movement of traffic…" (emphasis added); and

WHEREAS, pursuant to A.R.S. §28-1174(B), the City of Sedona has never indicated by rule or regulation that its streets are open and pursuant to A.R.S. §28-1174(A)(3) does hereby declare its road closed to OHV use; and

WHEREAS, the City finds that driving OHVs on paved or public roads in contravention to their design and the manufacturer recommendation constitutes reckless disregard for the safety of persons and property pursuant to A.R.S. §28-1174(A)(1); and

WHEREAS, the City deems it necessary to adopt certain OHV restrictions and certain regulations regarding improper motor vehicle equipment to protect the health, safety, and welfare of the City residents and travelling public.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1. Amendment of Sedona City Code Title 10 (Vehicles and Traffic)

Title 10 (Vehicles and Traffic) of the City Code of the City of Sedona is hereby amended by adding the following Chapter:

Chapter 10.30 – IMPROPER MOTOR VEHICLE EQUIPMENT

10.30.010 – Definitions.

In this chapter unless the context otherwise requires:

"Driver" means a person who drives or is in actual physical control of a motor vehicle.

"Road" means the entire width between the boundary lines of every paved street or way if a part of the street or way is open to the use of the public for purposes of motor vehicle travel. It does not include a state highway.

"Manufacturer" means a person or entity—

(A) manufacturing or assembling motor vehicles or motor vehicle equipment; or

(B) importing motor vehicles or motor vehicle equipment for resale.

"Motor vehicle" means a self-propelled vehicle, including OHVs. It does not include electric bicycles, motorized wheelchairs, or an electric mobility assist device.

"Off-highway Vehicle" or "OHV" means a self-propelled vehicle that is designed and manufactured primarily for off-highway use. It includes Utility Terrain Vehicles, All Terrain Vehicles, and Off Highway Vehicles (collectively "OHVs"). It does not include electric bicycles, motorized wheelchairs, or an electric mobility assist device.

"Owner" means the person in whose name such motor vehicle is registered.

"Public employees" means any federal, state, county, or City employees.

"State or Federal motor vehicle safety standards" means all motor vehicle standards listed in A.R.S. Title 28 or the Federal motor vehicle safety standards ("FMVSS") contained in Title 49 of the Code of Federal Regulations.

10.30.020 – Operating Motor Vehicle with Improper Motor Vehicle Equipment Prohibited.

1. A person shall not drive or operate on a road a motor vehicle that:
    A. Is in an unsafe condition that endangers a person.
    B. Does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this chapter.
    C. Is not equipped in the manner required by State or Federal motor vehicle safety standards for motor vehicles that are intended for on-highway operation.
    D. Is not intended to be used, is unsafe, or is not designed or approved by the manufacturer to be operated on roads as declared in the motor vehicle's certificate of origin or owner's manual.

2. An owner shall not rent to or allow a person to drive or operate on a highway or road the owner's motor vehicle that:
    A. Is in an unsafe condition that endangers a person.
    B. Does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this chapter.
    C. Is not equipped in the manner required by State or Federal motor vehicle safety standards for motor vehicles that are intended for on-highway operation.
    D. Is not intended to be used, is unsafe, or is not designed or approved by the manufacturer to be operated on roads as declared in the motor vehicle's certificate of origin or owner's manual.

3. For purposes of this section, a motor vehicle is deemed to be in an unsafe condition that endangers a person if it is equipped with tires that do not contain the DOT tire symbol that reflects compliance with FMVSS contained in 49 C.F.R. §574.5.

10.30.030 – Applicability; Closure of Local Roads to Certain Vehicles; Exceptions.

1. This chapter applies to all roads within the Sedona City limits.

2. Pursuant to A.R.S. 28-1174(A)(3), all roads within the Sedona City limits are closed to OHV use.
3. This chapter does not apply to:
    A. Public employees or their designees in the performance of their official duties with appropriate safety training, or to any motor vehicle owned or operated by any federal, state, or local governmental entity.
    B. Motor vehicles manufactured prior to 1948.

10.30.040 – Inspections.

If at any time there is reasonable cause to believe that a motor vehicle is unsafe or is not equipped as required by this chapter or that a vehicle's equipment is not in proper adjustment or repair, any peace officer may require the driver of the motor vehicle to stop and submit the vehicle to an inspection and such test with reference to the inspection as may be appropriate.

10.30.050 – Authority to Impound Vehicles.

Vehicles operated in violation of this chapter may be impounded in the same manner as provided for by the provisions of SCC 10.15.150.

10.30.060 – Enforcement; Liability.

1. Any AZPOST certified peace officer may issue a written warning or citation for the violation of this chapter.
2. Persons Liable. If any motor vehicle is found in violation of any provision of this chapter, the owner, the person in whose name such motor vehicle is registered, as well as the driver of the vehicle at the time of the violation, shall be jointly and severally responsible for such violation and are subject to the penalties therefor. If the vehicle is not attended by a driver, the owner, or person in whose name such vehicle is registered, shall be held prima facie responsible for such violation and is subject to the penalties therefor. Proof that a person other than the owner was operating the vehicle at the time of the violation shall not constitute a valid defense to the offense.

10.30.070 - Separate Offenses.

Each violation pursuant to this chapter shall constitute a separate offense and each day a violation remains unabated may constitute a separate offense.

10.30.080 - Penalties.

A. Upon a first violation of this chapter with the motor vehicle, an officer may issue a written warning or repair order if the violation is related to unsafe vehicle equipment. If a repair order is issued, a certificate of correction or adjustment of illegal or faulty equipment shall be obtained by the owner and shown to the police department within 14 days.
B. If there is a violation of this chapter and, if applicable, the owner fails to provide the City with a certificate of correction or adjustment within 14 days or the person has previously been issued a warning within one hundred eighty (180) days from the date a warning was issued, the violation is a civil offense punishable by a fine not to exceed five hundred dollars ($500.00), plus any other penalties, assessments or surcharges authorized by law.
C. If there is a violation of this chapter and the person has previously been convicted two (2) or more times of violating this chapter, the new violation is a class 1 misdemeanor, plus any other penalties, assessments or surcharges authorized by law.

Section 3. Severability

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 4. 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.

Section 5. Effective Date

The effective date of this Ordinance shall be 60 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this_____ day of_____, 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 3106
September 10, 2024
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding a contract change order with Fann Contracting, Inc. for the Forest Road Connection Project in the approximate amount of $1,474,527.

Department	Public Works/Engineering/Bob Welch
Time to Present **Total Time for Item**	10 Minutes 20 Minutes
Other Council Meetings	October 22, 2019; September 14, 2021; February 22, 2022; April 26, 2022; June 28, 2022; August 09, 2022; and July 9,2024
Exhibits	A. Contract Change Order 11

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/2024 KWC
City Manager's Recommendation	Approve the change order with Fann Contracting. JAD 8/27/24

Expenditure Required	
	$ 1,474,527
Amount Budgeted	
	$ 4,355,200 $ 3,510,140
Account No. (Description)	22-5320-89-6872/ 48-5320-89-6872 Forest Road Connection (SIM-05B)

SUMMARY STATEMENT

Background:

Staff is requesting approval of a contract change order on the Forest Road Connection Project with Fann Contracting, Inc in the amount of $1,474,527. As the change order exceeds 10 percent of the original contract value it is being presented to the council for approval in accordance with Chapter 3.05.010 of the City Code.

The change order serves to support additional work on the Forest Road Connection Project. A summary of the additional work and cost, is as follows:

1. Forest Road Connection (Change Order 11):
    a. Soil Nailing (Replacement to Rock Anchoring) $738,151.44
    b. Mobilization $395,000.00

c. Joint Trench		$339,550.00
d. Process Export 3” Minus Material		$1,825.08
	TOTAL	$1,474,526.52

The main change accounted for in this change order is related to the method of retaining wall construction required for the wall at the south end of the project. The original design anticipated soil/rock conditions to be stable enough to allow rock anchoring. However, once excavation was completed conditions were discovered which precluded this method from being viable. Due to the natural fractured condition of the exposed rock, and presence of soil, soil nailing was determined to be necessary. This condition was verified to not be caused by blasting. This method requires drilling, materials for nail connection and additional associated materials, resulting in this necessary additional scope and cost. The reduction in scope to eliminate the rock anchoring method has been accounted for as a cost reduction.

Another cost associated with this change order includes the re-mobilization, required after a long delay due to the need for utility conflict resolution, which occurred at a time of significant inflation acceleration.

The joint trench work was necessary as a part of relocating the aerial APS power facility due to being in conflict with the new roadway improvements. While a relocation was anticipated, the scope of work necessary was beyond what was anticipated during design.

The final item in the change order includes processing and exporting material to the Pickleball Court Construction Project. This item is low cost, and the cost is offset by taking away the need to purchase and haul this material for the Pickleball Court Construction Project.

As a reminder, the Forest Road Connection Project contract value includes Uptown Parking Garage Project contract work as well as the Forest Road Connection Project respectively $3,777,950 and $13,167,622.

Budget

- The change order amount is within the amount budgeted for FY25.
- This change order was anticipated when bonding was completed, previous estimates anticipated the amount for this change order to be over $1.6M.

Staff has reviewed the change order proposal, completed extensive negotiations, and now recommends council approval as requested.

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

Sedona in Motion (SIM) strategies included in these projects aim to remove vehicles from our roadways, reduce congestion, and reduce vehicle emissions. This is consistent with the goals of the Climate Action Plan.

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

Alternative(s):

- Council could choose to not approve the contract change order which would delay the construction of the Uptown Parking Garage project.
- Council could have staff acquire additional bids for the excavation of the Uptown Parking Garage Project work, which would delay the construction on both projects and likely

result in delay costs and higher bid costs for the work provided successful bids are received.

MOTION

I move to: approve contract change order with Fann Contracting, Inc, in the approximate amount of $1,474,527.

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 J. Welch PE, Associate Engineer

Thru: Kurt Harris, PE, Director of Public Works / City Engineer

Date: September 10, 2024

Re: Forest Road Connection Project: Contract Change Order #11

I am presenting Change Order #11 to you for signature; it results in a change to the contract amount; and does not increase the contract time.

This change order is for changes to the work, which results in additional construction cost as related to the following:
- Soil Nailing in lieu of Rock Anchoring as the geotechnical engineers preferred method for slope stabilization due to un-anticipated subsurface geological conditions found during excavation of the site.
- Increase in mobilization costs as resulted from the initital construction delays attributed to relocation of existing utility infrastructure.
- Increased quantity for Joint Utility Trenching required to replace/relocate existing APS and Optimim underground utility infrastructure.
- Additional processing and exporting of 3" minus material.

These changes to the work do not effect a change in the overall construction schedule and no additional contract time is requested herein.

This change order results in an increase in the contract value of **$1,474,527** Overall, the new contract value is **58.6%** 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
					$10,683,253.00	482
1	-$18,200.00	0	-$18,200.00	0	$10,665,053.00	482
2	$131,426.80	46	$113,226.80	46	$10,796,479.80	528
3	$893,252.96	503	$1,006,479.76	549	$11,689,732.76	1031
4	$0.00	5	$1,006,479.76	554	$11,689,732.76	1036
5	$0.00	6	$1,006,479.76	560	$11,689,732.76	1042
6	$19,798.82	2	$1,026,278.58	562	$11,709,531.58	1044
7	$12,050.40	2	$1,038,328.98	564	$11,721,581.98	1046
8	-$28,486.01	20	$1,009,842.97	584	$11,693,095.97	1066
9	$3,777,950.00	0	$4,787,792.97	584	$15,471,045.97	1066
10	$0.00	2	$4,787,792.97	586	$15,471,045.97	1068
11	$1,474,526.52	0	$6,262,319.49	586	$16,945,572.49	1068

_____ Approved _____ Disapproved

_____ _____
Anette Spickard, City Manager Date

Attachment(s):
- Attachment A: Detail of cost breakdown
- Attachment B: Soil Nailing Proposal

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

Public Works Department
Change Order #11

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: **11** **DATE:** **09/10/24**
PROJECT: **Forest Road Connection Improvements**
CONTRACTOR NAME: **Fann Contracting, Inc.**
REASON FOR CHANGE: **This change order provides for Soil Nailing (replacement to Rock Anchoring), re-mobilization cost increase, additional joint utility trenching (relocation of APS electric underground), and additional process/export of 3" minus material.**

Plan Sheet #'s affected by this change: N/A
Specification Sections upon which Change Order is based: GC 9,47,49
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:

$734,550.00	**+ $739,976.52**	**+**	**+ $0.00**	**= $1,474,526.52**
Method A	**+ Method B**	**+ Method C**	**+ Method D**	**= Total Cost Adjustment**

Contract Compensation:		**Contract Time:**	
Original Contract Amount	$10,683,253.00	Original Contract Time (days)	482
This Change Order	$1,474,526.52	This Change Order (days)	0
All Previous Change Orders	$4,787,792.97	All Previous Change Orders (days)	586
Total Maximum Compensation	$16,945,572.49	Total Maximum Contract Time (days)	1068

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):
- **Attachment A: Detail of cost breakdown**
- **Attachment B: Soil Nailing**

Exhibit A

City of Sedona, SIM5B-Forest Road Connection Project

CITY OF SEDONA PROJECT NUMBER: 21-SIM5B
CONSULTANT: Kimley-Horn and Associates
CONTRACTOR: Fann Contracting, Inc
Account: SPLIT AT: 55.4% #22-5320-89-6872; and 44.6% #48-5320-89-6872

CHANGE ORDER 11
CHANGE ORDER 8
CHANGE ORDER 3

OIGINAL CONTRACT SCHEDULE OF VALUES							CHANGE ORDER 3, SCHEDULE OF VALUES								
ITEM #	SECTION #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM VALUE	PRIOR COMPLETED QTY	REVISED QTY	Δ QUANTITY	REVISED UNIT PRICE	Δ UNIT PRICE	PREVIOUS PAID	REVISED ITEM VALUE REMAINING	Δ ITEM VALUE	Change Order #11
1		REMOVALS/RELOCATIONS													
1.1	342.1	Remove and Reset Existing Paver Driveway	SF	1,213	$ 19.00	$ 23,047.00		1,213	0	$ 22.00	$ 3.00	$ -	$26,686.00	$3,639.00	
1.2	350.1	Remove Asphalt Pavement	SY	1,214	$ 21.00	$ 25,494.00	166	1,214	1,048	$ 24.75	$ 3.75	$ 3,486.00	$25,938.00	$3,930.00	
1.3	350.2	Remove Concrete Driveway	SF	712	$ 6.00	$ 4,272.00		712	0	$ 7.75	$ 1.75	$ -	$5,518.00	$1,246.00	
1.4	350.3	Remove Vertical & Single Curb	LF	151	$ 14.00	$ 2,114.00		151	0	$ 18.00	$ 4.00	$ -	$2,718.00	$604.00	
1.5	350.4	Remove Existing Sidewalk	SF	663	$ 4.00	$ 2,652.00		663	0	$ 5.00	$ 1.00	$ -	$3,315.00	$663.00	
1.6	350.5	Remove and Dispose Existing Wall	LF	95	$ 44.00	$ 4,180.00		95	0	$ 57.25	$ 13.25	$ -	$5,438.75	$1,258.75	
1.7	350.6	Remove and Dispose Existing Fence	LF	72	$ 18.00	$ 1,296.00	219	72	(147)	$ 23.50	$ 5.50	$ 3,942.00	$0.00	$0.00	
1.8	350.7	Relocate Existing Junction Box	EA	4	$ 1,300.00	$ 5,200.00		4	0	$ 1,775.00	$ 475.00	$ -	$7,100.00	$1,900.00	
1.9	350.8	Relocate Existing Utility Pole	EA	1	$ 5,275.00	$ 5,275.00		1	0	$ 7,050.00	$ 1,775.00	$ -	$7,050.00	$1,775.00	
				Subtotal		**$ 73,530.00**							**$83,763.75**	**$15,015.75**	**$ -**
2		ROADWAY IMPROVEMENTS													
2.1	301.1	Subgrade Preparation	SY	4,870	$ 9.00	$ 43,830.00		4,870	0	$ 11.50	$ 2.50	$ -	$56,005.00	$12,175.00	
2.2	310.1	9" Aggregate Base Course (Structural Section No. 01)	SY	4,485	$ 23.00	$ 103,155.00	166	4,485	4,319	$ 27.00	$ 4.00	$ 3,818.00	$116,613.00	$17,276.00	
2.3	310.2	10" Aggregate Base Course (Structural Section No. 02)	SY	385	$ 29.00	$ 11,165.00		385	0	$ 33.50	$ 4.50	$ -	$12,897.50	$1,732.50	
2.4	321.1	3" Asphalt Concrete Pavement (Structural Section No. 01)	SY	4,486	$ 25.00	$ 112,150.00	166	4,486	4,320	$ 33.00	$ 8.00	$ 4,150.00	$142,560.00	$34,560.00	
2.5	321.2	6" Asphalt Concrete Pavement (Structural Section No. 02)	SY	385	$ 56.00	$ 21,560.00		385	0	$ 75.00	$ 19.00	$ -	$28,875.00	$7,315.00	
2.6	340.1	6" Vertical Curb and Gutter, MAG Std. Dtl. 220-1, Type 'A'	LF	3,448	$ 38.00	$ 131,024.00		3,448	0	$ 48.00	$ 10.00	$ -	$165,504.00	$34,480.00	
2.7	340.2	6" Vertical Curb and Gutter, ADOT Std. Dtl. C-05.10, Type 'D'	LF	292	$ 55.00	$ 16,060.00		292	0	$ 77.25	$ 22.25	$ -	$22,557.00	$6,497.00	
2.8	340.3	Concrete Roll Curb and Gutter, Per Plans 2" Roll Curb Driveway	LF	185	$ 36.00	$ 6,660.00		185	0	$ 47.25	$ 11.25	$ -	$8,741.25	$2,081.25	
2.9	340.4	Concrete Sidewalk, MAG Std. Dtl. 230	SF	17,883	$ 11.00	$ 196,713.00		17,883	0	$ 14.50	$ 3.50	$ -	$259,303.50	$62,590.50	
2.10	340.5	Concrete Valley Gutter, ADOT Std. Dtl. C-05.10	SF	487	$ 16.00	$ 7,792.00		487	0	$ 22.00	$ 6.00	$ -	$10,714.00	$2,922.00	
2.11	340.6	Concrete Curb Ramp, MAG Std. Dtl. 237-1	EA	1	$ 5,000.00	$ 5,000.00		1	0	$ 6,600.00	$ 1,600.00	$ -	$6,600.00	$1,600.00	
2.12	340.7	Concrete Curb Ramp, ADOT Std. Dtl. C-05.30, Type 'B' Modified to include Concrete Aprons	EA	2	$ 4,500.00	$ 9,000.00		2	0	$ 5,850.00	$ 1,350.00	$ -	$11,700.00	$2,700.00	
2.13	340.8	9" Stamped Concrete Driveway	SF	637	$ 25.00	$ 15,925.00		637	0	$ 32.75	$ 7.75	$ -	$20,861.75	$4,936.75	
2.14	340.9	9" Concrete Driveway	SF	821	$ 19.00	$ 15,599.00		821	0	$ 25.00	$ 6.00	$ -	$20,525.00	$4,926.00	
2.15	345.1	Adjust Water Meter and Cover, AZ WATER CO. Std. Dtl. E- 9-9-1	EA	3	$ 950.00	$ 2,850.00		3	0	$ 1,900.00	$ 950.00	$ -	$5,700.00	$2,850.00	
2.16	345.2	Adjust Valve Box, AZ WATER CO. Std. Dtl. E-9-2-1 & E-9-4-1	EA	4	$ 900.00	$ 3,600.00		4	0	$ 1,850.00	$ 950.00	$ -	$7,400.00	$3,800.00	
2.17	345.3	Adjust Manhole Frame and Cover, MAG Std. Dtl. 422.	EA	1	$ 3,500.00	$ 3,500.00		1	0	$ 5,400.00	$ 1,900.00	$ -	$5,400.00	$1,900.00	
2.18	345.4	Adjust Electrical Box Frame and Cover	EA	1	$ 3,500.00	$ 3,500.00		1	0	$ 5,400.00	$ 1,900.00	$ -	$5,400.00	$1,900.00	
2.19	505.1	Retaining Wall 1	SF	1,683	$ 190.00	$ 319,770.00		1,683	0	$ 250.00	$ 60.00	$ -	$420,750.00	$100,980.00	
2.21	505.2	Retaining Wall 2	SF	4,178	$ 160.00	$ 668,480.00		4,178	0	$ 205.00	$ 45.00	$ -	$856,490.00	$188,010.00	
2.22	505.3	Retaining Wall 3	SF	4,949	$ 257.00	$ 1,271,893.00	59.786	4,949	4,889.214	$ 260.00	$ 3.00	$ 15,365.00	$1,271,195.64	$14,667.64	
2.23	505.4	Retaining Wall 4	SF	2,950	$ 160.00	$ 472,000.00		4,700	0	$ 207.00	$ 47.00	$ -	$972,900.00	$220,900.00	
2.24	531.1	Rock Bolt Wall	SF	4,260	$ 80.00	$ 340,800.00		4,260	0	$ 80.00	$0.00	$ -	$340,800.00	$0.00	
				Subtotal		**$ 3,782,026.00**							$0.00	**$ 730,799.64**	**$ -**
3		DRAINAGE AND UTILITY IMPROVEMENTS													
3.1	105.1	Power/Communication Joint Trench	LF	1452	$ 225.00	$ 326,700.00		2,050	598	$ 325.00	$ 100.00		$666,250.00	$339,550.00	$339,550.00
3.2	105.2	Power/Communication Junction Box	EA	4	$ 4,400.00	$ 17,600.00		4	0	$ 6,500.00	$ 2,100.00		$26,000.00	$8,400.00	
3.3	220.1	Riprap, D50=6"	CY	67	$ 284.00	$ 19,028.00		67	0	$ 400.00	$ 116.00		$26,800.00	$7,772.00	
3.4	220.2	Grouted Riprap, D50=6"	CY	52	$ 395.00	$ 20,540.00		52	0	$ 575.00	$ 180.00		$29,900.00	$9,360.00	
3.5	221.1	Rock Check Dam, ADOT ES10	EA	23	$ 333.00	$ 7,659.00		23	0	$ 480.00	$ 147.00		$11,040.00	$3,381.00	
3.6	221.2	Site Excavated Rock Mulch, D50=6"	CY	29	$ 284.00	$ 8,236.00		29	0	$ 407.25	$ 123.25		$11,810.25	$3,574.25	
3.7	505.6	Catch Basin, MAG Std. Dtl. 532, Type C	EA	9	$ 11,700.00	$ 105,300.00		9	0	$ 14,000.00	$ 2,300.00	$ -	$126,000.00	$20,700.00	
3.8	505.7	Catch Basin, City of Phoenix DET P1568	EA	1	$ 13,500.00	$ 13,500.00		1	0	$ 16,250.00	$ 2,750.00	$ -	$16,250.00	$2,750.00	

ITEM #	SECTION #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM VALUE	PRIOR COMPLETED QTY	REVISED QTY	Δ QUANTITY	REVISED UNIT PRICE	Δ UNIT PRICE	PREVIOUS PAID	REVISED ITEM VALUE REMAINING	Δ ITEM VALUE	Change Order #11
3.9	505.8	Concrete Scupper, MAG Std. Dtl. 206, 2-4' Curb Openings	EA	2	$ 6,590.00	$ 13,180.00		2	0	$ 7,825.00	$ 1,235.00		$15,650.00	$2,470.00	
3.10	505.9	Single Inlet Spillway Embankment, ADOT C-04.10	EA	1	$ 3,325.00	$ 3,325.00		1	0	$ 4,100.00	$ 775.00		$4,100.00	$775.00	
3.11	505.10	Concrete Pipe Collar, MAG Std. Dtl. 505	EA	2	$ 2,460.00	$ 4,920.00		2	0	$ 3,150.00	$ 690.00	$ -	$6,300.00	$1,380.00	
3.12	505.11	Headwall, MAG Dtl. 501, U-Type, 24" Pipe	EA	2	$ 5,100.00	$ 10,200.00		4	2	$ 6,450.00	$ 1,350.00	$ -	$25,800.00	$15,600.00	
3.13	505.12	Headwall, Drop Inlet, MAG Dtl. 501-5, 24" Pipe	EA	5	$ 6,560.00	$ 32,800.00		5	0	$ 8,200.00	$ 1,640.00	$ -	$41,000.00	$8,200.00	
3.14	505.13	End Section, MAG DET 545, 24" Pipe	EA	2	$ 3,800.00	$ 7,600.00		2	0	$ 4,450.00	$ 650.00	$ -	$8,900.00	$1,300.00	
3.15	505.14	End Section, ADOT Std. Dtl. C-13.20	EA	2	$ 4,050.00	$ 8,100.00		2	0	$ 6,700.00	$ 2,650.00	$ -	$13,400.00	$5,300.00	
3.16	505.15	End Section, ADOT Std. Dtl. C-13.25	EA	1	$ 750.00	$ 750.00		1	0	$ 1,050.00	$ 300.00	$ -	$1,050.00	$300.00	
3.17	610.1	Remove and Relocate Existing Fire Hydrant, AZ WATER CO. Std Dtl. E-9-6-1	EA	1	$ 4,700.00	$ 4,700.00		1	0	$ 6,125.00	$ 1,425.00	$ -	$6,125.00	$1,425.00	
3.18	615.1	6" PVC Sanitary Sewer Line, MAG Std. Dtl. 200-2 and COS Special DET 01	LF	530	$ 262.00	$ 138,860.00	260	530	270	$ 375.00	$ 113.00	$ 68,120.00	$101,250.00	$30,510.00	
3.19	615.2	8" PVC Sanitary Sewer Line, MAG Std. Dtl. 200-2 and COS Special DET 01	LF	1371	$ 270.00	$ 370,170.00		1,390	0	$ 380.00	$ 110.00	$ -	$528,200.00	$158,030.00	
3.20	615.3	8" PVC Curvilinear Sanitary Sewer Line Radius = 200', MAG Std. Dtl. 200-2 and COS Special DET 01	LF	601	$ 266.00	$ 159,866.00		601	0	$ 375.00	$ 109.00	$ -	$225,375.00	$65,509.00	
3.21	615.4	4" PVC Sanitary Sewer Service, City of Sedona Special Detail 02 and City of Sedona Special Dtl 08	LF	349	$ 255.00	$ 88,995.00	79	349	270	$ 375.00	$ 120.00	$ 20,145.00	$101,250.00	$32,400.00	
3.22	615.5	6" PVC Sanitary Sewer Service Deep Installation, City of Sedona Special Detail 02 and City of Sedona Special Dtl 08	LF	30	$ 555.00	$ 16,650.00	75	30	(45)	$ 750.00	$ 195.00	$ 41,625.00	$0.00	$0.00	
3.23	615.6	Sewer Cleanout with Traffic Rated Cover per MAG Std. Dtl. 441	EA	3	$ 915.00	$ 2,745.00	1	3	2	$ 1,325.00	$ 410.00	$ 915.00	$2,650.00	$820.00	
3.24	615.7	8" Sanitary Sewer Plug per MAG Sdt. Dtl.427	EA	2	$ 940.00	$ 1,880.00		2	0	$ 1,100.00	$ 160.00	$ -	$2,200.00	$320.00	
3.25	615.8	Sanitary Sewer Line Extra Protection, MAG DET 404-3	LF	366	$ 252.00	$ 92,232.00		366	0	$ 440.00	$ 188.00	$ -	$161,040.00	$68,808.00	
3.26	618.1	24" RGRCP, Class IV	LF	953	$ 330.00	$ 314,490.00	102.01818	953	851	$ 560.00	$ 230.00	$ 33,666.00	$476,549.82	$195,725.82	
3.27	618.2	24" CMP, 18 Gauge (0.052" Thickness), Galvanized	LF	10	$ 362.00	$ 3,620.00		10	0	$ 700.00	$ 338.00	$ -	$7,000.00	$3,380.00	
3.28	625.1	Storm Drain Manhole, MAG Std. Dtl. 520 & 522	EA	3	$ 13,030.00	$ 39,090.00		5	2	$ 19,100.00	$ 6,070.00	$ -	$95,500.00	$56,410.00	
3.29	625.2	4' Diameter Sewer Manhole, 30" Frame and Cover, MAG Std. Dtl. 420-1 and 423-2	EA	8	$ 13,680.00	$ 109,440.00	2	8	6	$ 18,500.00	$ 4,820.00	$ 27,360.00	$111,000.00	$28,920.00	
3.30	625.3	4' Diameter Sewer Drop Manhole, 30" Frame and Cover, MAG DET 420-1, 423-2, and 426	EA	7	$ 16,385.00	$ 114,695.00		7	0	$ 21,300.00	$ 4,915.00	$ -	$149,100.00	$34,405.00	
3.31	625.4	Connect to Existing Sewer Manhole	EA	2	$ 3,825.00	$ 7,650.00	1	2	1	$ 4,700.00	$ 875.00	$ 3,825.00	$4,700.00	$875.00	
				Subtotal		**$ 2,064,521.00**							**$ 3,002,190.07**	**$ 1,108,350.07**	**$ 339,550.00**
4		**TRAFFIC IMPROVEMENTS**													
4.1	350.9	Remove and Salvage Traffic Sign Assembly	EA	2	$ 225.00	$ 450.00		2	0	$ 225.00	$0.00				
4.2	350.10	Remove and Relocate Traffic Sign	EA	1	$ 350.00	$ 350.00		1	0	$ 350.00	$0.00				
4.3	350.11	Obliterate Pavement Marking (Stripe)	LF	1,345	$ 1.00	$ 1,345.00		1,345	0	$ 1.00	$0.00				
4.4	350.12	Obliterate Pavement Marking (Symbol)	EA	1	$ 200.00	$ 200.00		1	0	$ 200.00	$0.00				
4.5	402.2.1	Dual Component Pavement Marking (4" White Epoxy Stripe)	LF	1,100	$ 2.00	$ 2,200.00		1,100	0	$ 2.00	$0.00				
4.6	402.2.2	Dual Component Pavement Marking (4" Yellow Epoxy Stripe)	LF	5,200	$ 1.00	$ 5,200.00		5,200	0	$ 1.00	$0.00				
4.7	402.2.3	Dual Component Pavement Symbol (Left Turn Arrow)	EA	2	$ 375.00	$ 750.00		2	0	$ 375.00	$0.00				
4.8	402.2.4	Dual Component Pavement Symbol (Right Turn Arrow)	EA	2	$ 375.00	$ 750.00		2	0	$ 375.00	$0.00				
4.9	402.2.5	Dual Component Pavement Symbol (Bike Lane Symbol)	EA	1	$ 510.00	$ 510.00		1	0	$ 510.00	$0.00				
4.10	402.2.6	Dual Component Pavement Symbol (Shared Path Bike/Ped Symbol)	EA	8	$ 630.00	$ 5,040.00		8	0	$ 630.00	$0.00				
4.11	402.2.7	Dual Component Pavement Legend “Only”	EA	2	$ 375.00	$ 750.00		2	0	$ 375.00	$0.00				
4.12	402.4.1	4” White Permanent Pavement Markings (Traffic Paint Stripe)	LF	1,100	$ 1.00	$ 1,100.00		1,100	0	$ 1.00	$0.00				
4.13	402.4.2	4” Yellow Permanent Pavement Markings (Traffic Paint Stripe)	LF	6,800	$ 0.50	$ 3,400.00		6,800	0	$ 0.50	$0.00				
4.14	402.4.3	Paint Median (White)	LF	25	$ 10.00	$ 250.00		25	0	$ 10.00	$0.00				
4.15	402.4.4	Paint Median (Yellow)	LF	25	$ 10.00	$ 250.00		25	0	$ 10.00	$0.00				
4.16	402.5.1	Type AB Transversible Rumble Strips, ADOT DET M-21	EA	117	$ 20.00	$ 2,340.00		117	0	$ 20.00	$0.00				
4.17	402.5.2	Type H Retroreflective Pavement Markers, ADOT DET M-19	EA	39	$ 13.00	$ 507.00		39	0	$ 13.00	$0.00				
4.18	403.1	Perforated Sign Post Foundation	EA	26	$ 535.00	$ 13,910.00		26	0	$ 600.00	$65.00		$15,600.00	$1,690.00	
4.19	403.2	Perforated Sign Post (2 S)	LF	110	$ 18.00	$ 1,980.00		110	0	$ 21.00	$3.00		$2,310.00	$330.00	
4.20	403.3	Perforated Sign Post (2 1/2 S)	LF	130	$ 20.00	$ 2,600.00		130	0	$ 22.00	$2.00		$2,860.00	$260.00	

ITEM #	SECTION #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM VALUE	PRIOR COMPLETED QTY	REVISED QTY	Δ QUANTITY	REVISED UNIT PRICE	Δ UNIT PRICE	PREVIOUS PAID	REVISED ITEM VALUE REMAINING	Δ ITEM VALUE	Change Order #11
4.21	403.4	Perforated Sign Post (2 1/2 T)	LF	90	$ 38.00	$ 3,420.00		90	0	$ 40.50	$2.50		$3,645.00	$225.00	
4.22	403.5	Flat Sheet Aluminum Sign Panel, High Intensity Grade	SF	50	$ 33.00	$ 1,650.00		50	0	$ 33.25	$0.25		$1,662.50	$12.50	
4.23	403.6	Flat Sheet Aluminum Sign Panel, Diamond Grade	SF	120	$ 33.00	$ 3,960.00		120	0	$ 35.75	$2.75		$4,290.00	$330.00	
4.24	403.7	Delineator Assembly (Flexible) (Green and White)	EA	1	$ 230.00	$ 230.00		1	0	$ 240.00	$10.00		$240.00	$10.00	
4.25	403.8	Square Tube Post Slip Base, ADOT DET s-3	EA	5	$ 425.00	$ 2,125.00		5	0	$ 425.00	$0.00		$2,125.00	$0.00	
				Subtotal		**$ 55,267.00**							**$32,732.50**	**$2,857.50**	**$ -**
5		**LANDSCAPE AND IRRIGATION IMPROVEMENTS**													
5.1	430.1	Hydroseed	AC	2	$ 5,700.00	$ 11,400.00		2	0	$ 5,700.00	$0.00				
5.2	430.2	Shrub - 5 Gallon	EA	39	$ 165.00	$ 6,435.00		39	0	$ 165.00	$0.00				
5.3	430.3	Shrub - 1 Gallon	EA	31	$ 75.00	$ 2,325.00		31	0	$ 75.00	$0.00				
5.4	430.4	Rock Mulch	SY	73	$ 32.00	$ 2,336.00		73	0	$ 32.00	$0.00				
5.5	430.5	Landscape Establishment	LSUM	1	$ 215,000.00	$ 215,000.00		1	0	$ 215,000.00	$0.00				
5.6	440.1	Irrigation Sleeve	LSUM	1	$ 12,700.00	$ 12,700.00		1	0	$ 12,700.00	$0.00				
5.7	430.6	Tree – 15 Gallon	EA	52	$ 635.00	$ 33,020.00		52	0	$ 635.00	$0.00				
5.8	430.7	Plug	EA	200	$ 190.00	$ 38,000.00		200	0	$ 190.00	$0.00				
5.9	432.1	Salvaging and Replanting Plants (Approx. 100 - 3" caliper or less {sapling})	LSUM	1	$ 243,000.00	$ 243,000.00	0.35	1	1	$ 243,000.00	$0.00				
				Subtotal		**$ 564,216.00**							**$0.00**	**$0.00**	
6		**MISC**													
6.1		Moblilization	LSUM	1	$ 990,000.00	$ 990,000.00	0.75	1	0	$1,385,000.00	$395,000.00			$395,000.00	$395,000.00
6.1		Construction Staking	LSUM	1	$ 48,000.00	$ 48,000.00	0.20	1	1	$ 48,000.00	$0.00			$0.00	
6.1		Quality Control and Testing	LSUM	1	$ 95,000.00	$ 95,000.00	0.05	1	1	$ 110,000.00	$15,000.00			$15,000.00	
6.1		Environment Control Measures	LSUM	1	$ 95,000.00	$ 95,000.00	0.35	1	1	$ 110,000.00	$15,000.00			$15,000.00	
6.1		Traffic Control	LSUM	1	$ 250,000.00	$ 250,000.00	0.10	1	0.90	$ 316,666.67	$66,666.67	$ 25,000.00	$ 285,000.00	$60,000.00	
				Subtotal		**$ 1,478,000.00**							$ 285,000.00	**$485,000.00**	**$ 395,000.00**
		Total Direct Base Costs (Item Categories 1 thru 6, above):				**$ 8,017,560.00**		**Total Direct Base Costs (Item Categories 1 thru 6, above):**					**$ 3,403,686.32**	**$2,342,022.96**	**$ 734,550.00**
A		**Alternative Bid Item A**													
A.1	205.1	Roadway Excavation/Embankment	CY	27,159	$ 30.00	$ 814,770.00	920.00	27,159	(26,239.00)	$ 30.00	$0.00	$ 27,600.00	$787,170.00	($787,170.00)	
A.2	205.2	Export Material	CY	7,343	$ 36.00	$ 264,348.00		0	(7,343.00)	$ 36.00	$0.00	$ -	$0.00	$ (264,348.00)	
A.3	205.1	Additional Roadway Excavation/Embankment (741 Forest Road)	CY					32,768		$ 35.25	$35.25		$1,155,072.00	$1,155,072.00	
				Subtotal		**$ 1,079,118.00**							**$ 1,942,242.00**	**$103,554.00**	**$ -**
		Alternative A + Total Direct Base Costs:				**$ 9,096,678.00**		**Alternative A + Total Direct Base Costs:**						**$2,445,576.96**	
~~**B**~~		~~**Alternative Bid Item B**~~													
~~B.1~~	~~205.1~~	~~Roadway Excavation/Embankment~~	~~CY~~	~~22,476~~	~~$ 36.00~~	~~$ 809,136.00~~		~~22,476~~	~~0~~	~~$ 36.00~~	~~$ -~~				
~~B.2~~	~~205.2~~	~~Export Material~~	~~CY~~	~~11,988~~	~~$ 36.00~~	~~$ 431,568.00~~		~~11,988~~	~~0~~	~~$ 36.00~~	~~$ -~~				
~~B.3~~	~~505.AltB~~	~~Retaining Wall 5 (APN 401-38-006B)~~	~~SF~~	~~2,704~~	~~$ 180.00~~	~~$ 486,720.00~~		~~2,704~~	~~0~~	~~$ 180.00~~	~~$ -~~				
				~~**Subtotal**~~		~~**$ 1,727,424.00**~~									
		~~**Alternative B + Total Direct Base Costs:**~~				~~**$ 9,744,984.00**~~		**Alternative B + Total Direct Base Costs:**							
C		**Alternative Bid Item C**													
C.1	201.1	Clearing and Grubbing	LS	1	$ 22,000.00	$ 22,000.00	1.00	1	0.00	$ 26,750.00	$ 4,750.00	$ 22,000.00	$0.00	$0.00	
C.2	206.1	Rock Excavation	CY	27,265	$ 22.00	$ 599,830.00		7,171	(20,094.00)	$ 31.50	$ 9.50	$ -	$225,886.50	($373,943.50)	
C.3	206.2	Export Material	CY	27,265	$ 33.00	$ 899,745.00		4,544	(22,721.00)	$ 59.25	$ 26.25	$ -	$269,232.00	($630,513.00)	
C.4	350.1	Demolition	LS	1	$ 65,000.00	$ 65,000.00		1	0.00	$ 67,500.00	$ 2,500.00	$ -	$67,500.00	$2,500.00	
		Alternative C Total Costs:				**$ 1,586,575.00**		**Alternative C Total Costs:**					**$562,618.50**	**($1,001,956.50)**	**$ -**
~~**D**~~		~~**Alternative Bid Item D**~~													
~~D.1~~	~~430.8~~	~~First Light Technologies LED Solar Bollard~~	~~EA~~	~~53~~	~~$ 1,700.00~~	~~$ 90,100.00~~		~~53~~	~~0~~	~~$ 1,700.00~~	~~$ -~~				
		~~**Alternative D Total Costs:**~~				~~**$ 90,100.00**~~		~~**Alternative D Total Costs:**~~							
~~**E**~~		~~**Alternative Bid Item E**~~													

ITEM #	SECTION #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM VALUE	PRIOR COMPLETED QTY	REVISED QTY	Δ QUANTITY	REVISED UNIT PRICE	Δ UNIT PRICE	PREVIOUS PAID	REVISED ITEM VALUE REMAINING	Δ ITEM VALUE	Change Order #11
~~E.1~~	~~205.3~~	~~Process Export to 6" Minus~~	~~LS~~	~~1~~	~~$ 200,000.00~~	~~$ 200,000.00~~		~~1~~	~~0~~	~~$ 200,000.00~~	~~$ -~~				
					~~**Alternative E Total Costs:**~~	~~**$ 200,000.00**~~				~~**Alternative E Total Costs:**~~					
PLAN MODIFICATIONS															
F	**Delta 1 Plan Revisions (Shts. 6, 15-17, 34)**														
F.1		Modified 12" Vert Curb and Gutter	LF	70	$ 72.00	$ 5,040.00									
F.2		Modified 12" Vert Curb Transition	EA	2	$ 450.00	$ 900.00									
F.3		Install Vane Grate	LF	25	$ 2,150.00	$ 53,750.00									
					Total Costs:	**$ 59,690.00**									$ -
OTHER															
J	**General:**														
Change Order #8															
J.1		Re-do Preblast Surveys and Re-install Monitoring Equipment	LS	1	$ 133,500.00	$ 133,500.00									
J.2		Re-mobilize Equipment	LS	1	$ 89,500.00	$ 89,500.00									
J.3		Re-do Slope Staking	LS	1	$ 25,000.00	$ 25,000.00									
J.4		Wall #3 Additional Costs	LS	1	$ 102,515.02	$ 102,515.02									
J.5		Fiber Optic Line - COS 30+00-11+00	LS	1	$ 115,670.75	$ 115,670.75									
J.6		Yard Mobilization (Moving Yard off of Parking Garage Site)	LS	1	$ 51,600.00	$ 51,600.00									
J.7		Revised Safety Railiong For retaining wall #2 (increase cost)	LF	317	$ 95.65	$ 30,321.05									
J.8		Revised Safety Railiong For retaining wall #2 (increase cost)	LOAD	23	$ 274.41	$ 6,311.43									
J.9		Revised Safety Railiong For retaining wall #2 (increase cost)	LS	1	$ 24,138.24	$ 24,138.24									
Change Order #11															
J.10		Process/Export 3" minus material	LOAD	6	$ 304.18	$ 1,825.08									$ 1,825.08
J.11		Soil Nail Wall	SF	4,056	$ 181.99	$ 738,151.44									$ 738,151.44
					Total Costs:	**$ 517,785.77**									**$ 739,976.52**
														CHANGE ORDER #11, TOTAL VALUE:	**$ 1,474,526.52**

CHANGE ORDER #11, CLARIFICATIONS:

11.1 Power/ Communication Joint Trench (Item 3.1):
Inflationary cost increases to Unit Cost pricing associated with utility relocation delays by others beyond the contractor's control. The delayed construction led to an inflationary cost increase associated with labor, materials, and equipment. Additional trench length beyond orginal bid quantity was also
needed in order to meet final APS relocation requirements.

11.2 Mobilization (Item 6.1):
Inflationary cost increases to Unit Cost pricing associated with utility relocation delays by others beyond the contractor's control. The delayed construction led to an inflationary cost increase associated with labor materials and equipment.

11.3 Soil Nail Wall (Item J.10):
Additional work and cost for installing a Soil Nail Wall System at the bottom of Forest Road, in lieu of Rock Bolting as initally planed due to differant subsurface condtions than anticipated (non-hard rock formation).

11.4 Process/Export 3" minus material (Item J.8):
Additiional work and cost for processing 3" minus material and exporting for use on the pickleball court construction in lieu of the City Laydown Yard.

EXHIBIT B

PRICING PROPOSAL

FANN CONTRACTING, INC.

TO:	Sedona Public Works Department 102 Roadrunner Drive Sedona, AZ 86336 Attn: Mr. Robert Welch, PE	**DATE**	6/26/2024
		JOB NO.	2220
		RFI NO.	
		COR NO.	
PROJECT NAME:	Forest Road Connection Project	**PREP. BY**	BF
PROJECT NUMBER:	2021-SIM5B		

DESCRIPTION:
Forest Road Soil Nail Wall-REV

LABOR			$24,750.00	
LABOR BURDEN	0.00% Incl		$0.00	
EQUIPMENT			$32,760.00	
RENTAL EQUIPMENT			$0.00	
MATERIAL			$0.00	
SUBCONTRACTOR			$554,086.56	
1)			$0.00	
2)			$0.00	
GENERAL			$0.00	
	TOTAL COST		**$611,596.56**	
LABOR MARKUP	12.00%		$2,970.00	
EQUIPMENT MARK UP	12.00%		$3,931.20	
RENTAL EQ. MARKUP	12.00%		$0.00	
MATERIAL MARKUP	12.00%		$0.00	
SUB MARKUP	12.00%		$66,490.39	
GENERAL MARKUP	12.00%		$0.00	
	TOTAL O & P		**$73,391.59**	
	BOND COST	1.0%	$6,849.88	
	TAX COST	10.40%	$46,305.20	65% of 10.4%
	TOTAL MISC		$0.00	
	TOTAL PROPOSAL		$738,143.23	
	U.P. Est.		$181.99	

Qty: 4,056 **SF**

USE UNIT PRICE:	**$181.99** / SF
TOTAL PROPOSAL	**$738,143.23**

A TIME EXTENSION OF 0 CALENDAR DAYS IS REQUESTED FOR THIS PROPOSAL.

FANN CONTRACTING, INC.

By:
DATE:
cc: CCO file/acctg/field/owner

APPROVED :

By:
DATE :

PRICING PROPOSAL FANN CONTRACTING, INC.

PROJECT NAME	:	Forest Road Connection Project	PRICED BY:	BF
PROJECT NUMBER	:	2021-SIM5B	DATE:	6/26/24
FANN JOB NUMBER	:	2220	COR NO:	0
DESCRIPTION	:	Forest Road Soil Nail Wall-REV		

ITEM DESCRIPTION	QTY	UNIT	LABOR		EQUIPMENT		RENTAL INVOICE		MATERIAL		SUBCONTRACTOR		TOTALS	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	TOTAL UNIT	TOTAL COST
				-		-		-		-		-	-	-
Adams Contracting	4,056	SF		-		-		-		-	$134.76	546,586.56	134.76	546,586.56
Adams Contracting	1	MOB		-		-		-		-	$7,500.00	7,500.00	7,500.00	7,500.00
Fann Crew for Benching and Removal of Benching														
336 Excavator-Operated	60	Hrs	$65.00	3,900.00	$185.00	11,100.00							250.00	15,000.00
4K H2O Truck	60	Hrs	$65.00	3,900.00	$70.00	4,200.00		-		-		-	135.00	8,100.00
Cat D30D	60	Hrs	$65.00	3,900.00	$108.00	6,480.00							173.00	10,380.00
Cat CP563E Padfoot Roller	30	Hrs	$65.00	1,950.00	$98.00	2,940.00		-		-		-	163.00	4,890.00
Grade Checker	60	Hrs	$65.00	3,900.00		-		-		-		-	65.00	3,900.00
D-6 Dozer Operated - Knockdown/Push-up	60	Hrs	$65.00	3,900.00	$134.00	8,040.00		-		-		-	199.00	11,940.00
Laborer	60	Hrs	$55.00	3,300.00		-		-		-		-	55.00	3,300.00
				-		-		-		-		-	-	-
				-		-		-		-		-	-	-
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				-		-		-		-		-	-	-
				-		-		-		-		-	-	-
				-		-		-		-		-	-	-
TOTALS	1	EA		24,750.00		32,760.00		-		-		554,086.56	611596.6	611,596.56

NOTES:

CITY COUNCIL AGENDA BILL

AB 3112
September 10, 2024
Regular business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a contract amendment with Kimley-Horn and Associates, Inc. for the Forest Road Project, SIM 5B, post-design professional services in the approximate amount of $60,075.

Department	Public Works/ Engineering/ Bob Welch
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	October 22, 2019; September 14, 2021; February 22, 2022; April 26, 2022; June 28, 2022; August 09, 2022; and July 9, 2024
Exhibits	A. Contract Amendment 1

Finance Approval	Reviewed 8/27/24 JDM		
City Attorney Approval	Reviewed 8/27/24 KWC	**Expenditure Required**	
		$	60,075
City Manager's Recommendation	Approve the contract amendment with Kimley-Horn. JAD 8/28/24	**Amount Budgeted**	
		$	187,945
		Account No. (Description)	22-5320-89-6888/ 48-5320-89-6872 Forest Road Connection (SIM-05B)

SUMMARY STATEMENT

Background:

Staff is requesting approval of a contract amendment (Contract Amendment 1) on the Forest Road Connection Project with Kimley-Horn and Associates, Inc in the amount of $60,075. As the original post design services contract was below $100,000 and the contract amendment brings the overall contract value to $143,055 it is being presented to the council for approval in accordance with Chapter 3.05.010 of the City Code.

The contract amendment serves to support additional professional services related to post-design work on the Forest Road Connection Project. A summary of the additional work and cost, outlined as applicable to each account, is as follows:

1. Forest Road Connection (Post-Design Services Contract Amendment 1):

a.	Request for Information responses	$3,500
b.	Shop Drawing Review	$2,100
c.	Project Management	$5,960
d.	Construction Meetings	$7,640
e.	Field/Site Meetings	$4,600
f.	Record Drawings (As-built Drawings)	$15,400
g.	Supplemental Landscape Planning	$6,500
h.	Vann Engineering- Geotechnical	$14,375
	TOTAL VALUE	$60,075

The additional scope included in this contract amendment is related to the method of retaining wall construction required for the wall at the south end of the project, joint trench utility construction, and additional project support needed for utility conflict resolution. The geotechnical work accounts for the same changes in the construction contract change order presented in AB 3106. Also note, the proposal for this contract amendment is for a not to exceed value, some items will likely not be fully utilized and result in a contract savings.

Budget

- The new total contract value is $143,085.
- The contract amendment amount is within the amount budgeted for FY25.
- This contract amendment was anticipated when bonding was completed for this project.

A draft contract amendment and detailed proposal is provided in Exhibit A.

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

Sedona in Motion (SIM) strategies included in these projects aim to remove vehicles from our roadways, reduce congestion, and reduce vehicle emissions. This is consistent with the goals of the Climate Action Plan.

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

Alternative(s): Council could elect to not approve this contract amendment. However, this would require procuring a new consultant for post design services and result in a gap in support needed for the project.

MOTION

I move to: approve contract amendment to the professional service contract with Kimley-Horn and Associates for Post-Design Services in the approximate amount of $60,075.

AMENDMENT # 1
TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Kimley Horn and Associates, Inc. ("CONSULTANT") is made and entered into on this ____ day of _____, 20 _____ ("Effective Date").

RECITALS

A. WHEREAS, CITY and CONSULTANT previously entered into an Agreement for CONSULTANT to perform certain professional consulting and coordinating services for CITY, in connection with SIM-5B Forest Road Connection (the "Project") on or about May 18th, 2022; and

B. WHEREAS, CITY and CONSULTANT now desire to amend that Agreement to revise the scope of work, increase the not to exceed amount of compensation, and extend the term.

AMENDMENT

1. **SCOPE OF WORK**.
   A. Scope of Work.
   The additional services are further defined in the attached EXHIBIT A, proposal letter from Kimley Horn dated August 6, 2024.

   A summary of the work items and corresponding fee defined in the attached EXHIBIT A are as follows:

Item Description	**Fee (+/- $X.XX)**
RFI's (assuming 8 at 2 hours each)	$3,500.00
Shop Drawings (assuming 2 at 4 hours each)	$2,100.00
Project Management	$5,960.00
Construction meetings (Assume 16 meetings, virtual)	$7,640.00
Field/Site meetings (5 meetings/ 4 hours each)	$4,600.00
Record Drawings	$15,400.00
Vann- Geotechnical	$14,375.00
Total Fee, This Amendment	$60,075
Prior Contract Value	$83,010
New Contract Value	**$143,085**

2. **COMPENSATION; BILLING**.
   A. Compensation.
   The not to exceed amount of compensation the City agreed to pay the CONSULTANT is amended from $83,010.00 to $143,085.00

   This amendment will be conducted according to the original contract on a Lump Sum, Not-To-Exceed Basis, as set forth in the original contract.

3. **TERM; TERMINATION**.
   A. Term.
   The termination date of the Agreement is extended from August 30, 2023 to May 30, 2025. The Agreement is being extended to account for additional duration of the construction.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

_____
Kimley Horn and Associates, Inc

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

EXHIBIT A

August 08, 2024

Mr. Robert Welch
Associate Engineer
City of Sedona – Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

Re: **Contract Modification No. 1 for Professional Services -Post Design/Construction Phase Forest Road Connection (Project # SIM-05B)**

Dear Mr. Welch:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is submitting this Contract Modification #1 to the City of Sedona (City) to provide additional Professional Design Services for the Post Design/Construction phase of Forest Road Connection Improvements.

Our proposal is divided into the following sections:

Exhibit A – Scope of Work

Exhibit B – Fee and Expenses

We appreciate the opportunity to provide these services to you for this very important project for the City. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

James Warne, P.E.
Project Engineer

Kimley»Horn

EXHIBIT A
CITY OF SEDONA
FOREST ROAD CONNECTION IMPROVEMENTS

ADDITIONAL SCOPE OF SERVICES
August 8, 2024

Please find the proposed additional services to the approved contract dated May 18, 2022. The additional scope of service is presented by Kimley-Horn requesting to update the billing rates and cover the increase in construction duration from the original schedule

The original budget for post design services has been exhausted due to the increased construction duration. The request for additional scope of services is for the remainder of the construction phase of the project and the anticipated effort for Post Design.

PHASE 4 – POST DESIGN PHASE

Post Design / Construction Services

Kimley-Horn will provide Post Design and Construction Administration Services throughout the remainder of Construction. As such, the following are the anticipated tasks for Post Design.

a. Additional Project Management/Coordination
b. Response to RFIs (assume 8 at 2 hours each)
c. Shop Drawings (assume 2 at 4 hours each)
d. Construction Meetings (16 meetings, virtual)
e. Field/Site Meetings (5 meetings)
f. Record Drawings

Landscape and Irrigation Improvements

Kimley-Horn will provide additional landscape improvements to select areas along Forest Road along with irrigation design for all new landscaping proposed in the project area. Additional landscaping is anticipated along the Ochoa property and along the rockery wall adjacent to the Bower's property. Up to four (4) irrigation plan sheets and up to two (2) irrigation detail sheets will be added to the plan set. Kimley-Horn will attend up to tow (2) virtual team meetings to review the design progress and to address any comments received.

PHASE 5 – SUBCONSULTANTS TASKS

Post Design Geotechnical Engineering

The Kimley-Horn Geotechnical Subconsultant, Vann Engineering, will provide Post Design services during the excavation phase of the roadway improvements. As noted in the Cut Slope Analysis dated June 16, 2022; sloping and cutting operations must be observed by a Geotechnical representative to make necessary modifications should the exposed rock appear to not meet the integrity and stability of the design. Vann Engineering will review the final sloping and cutting improvements for conformance with the recommendations.

EXHIBIT B includes the detailed fee breakdown.

Forest Road Connection
Contract Modification 1

Kimley»Horn

EXHIBIT B

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR		TOTAL
Senior Consultant	-	$	250.00	$	-
Project Manager	52	$	230.00	$	11,960
Senior Engineer	86	$	220.00	$	18,920
Project Engineer/Designer	4	$	190.00	$	760
Analyst	81	$	160.00	$	12,960
Graphic Designer/GIS	-	$	140.00	$	-
Administrative	11	$	100.00	$	1,100
	234	Hours			

Subtotal Kimley-Horn Design Base Fee $ 45,700

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Vann Engineerng	$	14,375	

Subtotal Estimated Outside Services $ 14,375

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses

Subtotal Estimated Expenses $ -

TOTAL PROJECT COST **$ 60,075**

Consultant Firm Signature

08/08/2024
Date

City of Sedona
Forest Road Connection
CM 1

		Project Manager	Senior Engineer	PE/ Designer	Analyst	Graphic Des/ GIS	Admin	Totals
TASK DESCRIPTION	**SUBTOTAL**	**$ 230.00**	**$ 220.00**	**$ 190.00**	**$ 160.00**	**$ 140.00**	**$ 100.00**	
4. POST DESIGN PHASE								
4.1 Requests for Information/Shop Drawings	**5,600.00**	**4**	**12**	**4**	**8**	**-**	**-**	**28**
RFIs (Assume 8 at 2 hours each)	3,500.00	2	8		8			18
Shop Drawings (Assume 2 at 4 hour each)	2,100.00	2	4	4				10
4.2 Construction/Field Meetings	**33,600.00**	**44**	**60**	**-**	**58**	**-**	**10**	**172**
Project Management	5,960.00	12	10				10	32
Construction Meetings (Assume 16 meetings, virtual)	7,640.00	8	22		6			36
Field/Site Meetings (5 meetings/4 hours each)	4,600.00	4	8		12			24
Record Drawings	15,400.00	20	20		40			80
4.3 Landscape and Irrigation Improvements	**6,500.00**	**4**	**14**	**-**	**15**	**-**	**1**	**34**
Plan Modifications	6,500.00	4	14		15		1	34
TOTAL POST DESIGN PHASE	**45,700.00**	**52**	**86**	**4**	**81**	**-**	**11**	**234**
5. SUBCONSULTANTS TASKS								
5.1 Post Design Geotechnical (Vann Engineering)	**14,375.00**							
Site Visits and Excavation Recommendations	11,375.00							
Final Site Visit	3,000.00							
CONTRACT MODIFICATION TOTAL	**60,075.00**	**52**	**86**	**4**	**81**	**-**	**11**	**234**

CITY COUNCIL AGENDA BILL

AB 3113
September 10, 2024
Regular Business

Agenda Item: 8e

Proposed Action & Subject: Discussion/possible action regarding approval of a contract amendment with Kimley-Horn and Associates, Inc. for the Brewer/Ranger Roundabout Project, SIM 5D, professional services contract in the approximate amount of $124,550.

Department	Public Works/John Hall
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	December 14, 2021, May 28, 2024
Exhibits	A. Aerial Image of modifications to SIM 5D and SIM 5E B. Design Contract Amendment

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/24 KWC
City Manager's Recommendation	Approve the contract amendment with Kimley-Horn. JAD 8/28/24

Expenditure Required	
	$ 124,550
Amount Budgeted	
	$ 4,960,000
Account No. (Description)	22-5320-89-6877 / 48-5322-89-6877 SIM 5D Ranger/Brewer Roundabout

SUMMARY STATEMENT

Background: The projects, Brewer/Ranger Roundabout (SIM 5D) and Forest/Ranger/SR 89A Roundabout (SIM 5E), were originally set up with a gap in the areas of improvement, where the Transit RIDE Exchange facility was to be located. For the past couple of years Sedona in Motion (SIM) updates have indicated the RIDE Exchange final design is on hold pending decisions regarding transit operations. Further information is needed to consider if a transit on-demand system can provide the link needed between other city transit systems and not need the link provided by the RIDE Exchange. With the launch of the Sedona Shuttle Connect service on August 29, 2024, this assessment may now begin. In addition, the need for RIDE Exchange connections would be advanced if and when development of regional transit services are able to move forward. However, it will also be several years before the fixed route bus service will be operational, at which point the RIDE Exchange would be utilized, if determined to be needed. As our Transit Manager has stated, "we should not build the airport before we have our planes."

Considering the expected delay in determination of the need for the RIDE Exchange, an interim road connection from the Brewer/Ranger Roundabout to the future Forest/Ranger/SR 89A Roundabout, as shown in red on Exhibit A, is needed. This interim connection will be a one-way route for the southbound traffic movement. When the future Forest/Ranger/SR 89A Roundabout is constructed, this connecting roadway will become a two-way facility.

Additionally, there is a need to include additional design along Brewer Rd with this effort. This will include adding a shared use path (SUP) facility connecting the Brewer/Ranger Roundabout sidewalk to the SR89A sidewalk via a route along the east side of the Brewer Road right-of-way. This pathway will require a curb that will have the added benefit of capturing rainfall runoff and the opportunity to provide positive drainage directly discharging into Soldiers Wash. Currently, this runoff is causing erosion and flooding into commercial properties in the downstream area.

BUDGET:

- The new total contract value is $455,726.
- The contract amendment amount is within the amount budgeted for FY25.

A draft contract amendment and detailed proposal is provided in Exhibit B.

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

Sedona in Motion (SIM) strategies included in these projects aim to remove vehicles from our roadways, reduce congestion, and reduce vehicle emissions. This is consistent with the goals of the Climate Action Plan.

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

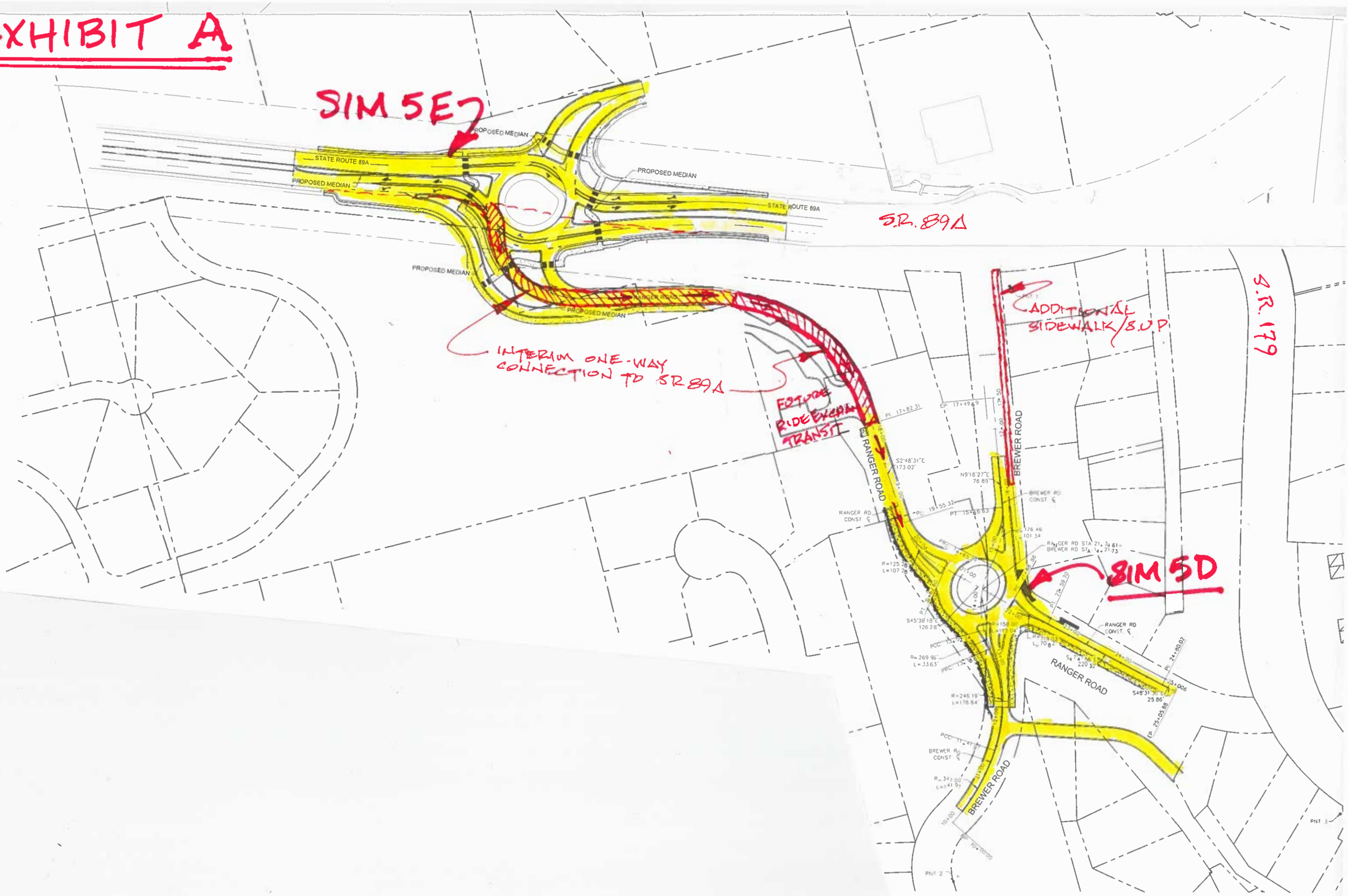
Alternative(s):

Council could elect not to approve the contract amendment, which would result in the Brewer/ Ranger Roundabout operating without a connection to SR89A via Ranger Road. This connection would then need to be added to the Forest/Ranger/SR 89A Roundabout Project.

MOTION

I move to: approve this contract amendment to the professional service contract with Kimley-Horn and Associates for the Brewer/Ranger Roundabout Project in the approximate amount of $124,550.

EXHIBIT A



Appr	Designed by JTH	Date 09/28/2023
	Drawn by DLP	Scale 1"=60'
	Checked by ACB	Project Code 19150201 4

PRELIMINARY FOR REVIEW ONLY NOT FOR CONSTRUCTION

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.

101 W GOODWIN STREET STE 303 PRESCOTT ARIZONA, 8630
PHONE: 928-458-7121

EXHIBIT B

City of Sedona
PUBLIC WORKS

Memo

To: Anette Spickard, City Manager

From: John Hall, P.E., Engineering Supervisor

Thru: Kurtis Harris, P.E. Director of Public Works / City Engineer

Date: August 28, 2024

Re: **Amendment #3, for SIM 5D, Ranger/Brewer Road Roundabout Intersection –** Additional Survey Design associated with increasing the project area to include a Shared Use Path from the roundabout intersection extending north along Brewer Road to SR89A. Also, this amendment will provide design of an interim road connection from the currently designed end of Ranger Road to be extended for a connection to SR 89A.

We are presenting, for City Manager's signature, Amendment #3 to the SIM 5D – Ranger/Brewer Road Roundabout Intersection Design. The consultant on the project is Kimley-Horn.

This Amendment serves to support changes, modifications, and clarifications to the construction plans the project bid plans and specifications for value engineering purposes. Additional work will be conducted on a lump sum basis, as tabulated and described below:

Item Description	**Fee (+/- $X.XX)**
Additional design required for the following: 1. Extension of topographic survey along Brewer Road. 2. Design relating to temporary Ranger Road connection to SR89A. 3. Design relating to a new Shared Use Path (SUP) along Brewer Road connecting to SR89A sidewalk.	$124,550.00
Total Fee, This Amendment	$124,550.00
Prior Contract Value	$331,176.00
New Contract Value	**$455,726.00**

____X___ Approved _____ Disapproved

_____ _____

Anette Spickard, City Manager Date

Attachment: EXHIBIT "A"– KHA letter dated: August, 28, 2024

August 28, 2024

Mr. John Hall, P.E.
Engineering Supervisor
City of Sedona – Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

Re: **Scope and Fee for Professional Services**
Ranger/Brewer Road Intersection – Additional Services

Dear Mr. Hall:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Sedona (City) to provide additional Professional Design Services for the Ranger/Brewer Intersection Improvements.

This includes:

- Temporary Ranger Extension
- Brewer Road Shared Use Path
- Field Work

We appreciate the opportunity to provide these services to you for this very important project for the City. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, P.E.
Project Manager

EXHIBIT A
CITY OF SEDONA
INTERIM RANGER EXTENSION IMPROVEMENTS
AND BREWER SHARED USE PATH

SCOPE OF ADDITIONAL SERVICES
August 28, 2024

This project consists of the extension of Ranger Road from the future Forest Road/89A intersection to the Brewer/Ranger intersection improvements and shared use path extension to Brewer/89A roundabout. The plans and bid documents will be combined with portions of the SIM 5D project at the sealed submittal.

Final Design tasks listed in the following section included additional effort to complete the Interim Ranger Extension.

FINAL DESIGN PHASE

Design submittals for final construction documents will consist of 90% and 100% (Final/Sealed). Each submittal will consist of electronic PDFs of the following submittal documents.

1. The 90% (Semi-Final) Submittal will consist of the following deliverables:
    - Semi-Final Drainage Design Memorandum
    - Semi-Final Plan Set
    - Semi-Final Quantities & Opinion of Probable Costs
    - Semi-Final Technical Specifications
2. The 100% (Final) Submittal will consist of final versions of the documents listed for the Semi-Final Submittal.

FINAL DESIGN

1.1 – Roadway Design

a. Kimley-Horn will design approximately 1000 feet of the Ranger Extension. The ultimate improvements are two – way, the temporary connection will be a one-way roadway in the interim condition.

b. Kimley-Horn will establish a roadway construction centerline based on existing survey monuments.

c. Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
   - Cover Sheet (1 Sheet)
   - Legend & Notes (1 Sheet)
   - Typical Sections (1 Sheet)
   - Miscellaneous Details Sheet (2 Sheets)
   - Geometric Control (1 Sheet)
   - Removal/Demolition (2 Sheets)
   - Ranger Road Plan & Profile (20 Scale) (3 Sheets)
   - Drainage Details (2 Sheets)
   - Pathway Plan & Profile (1 Sheet)

d. Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities. Earthwork cut/fills will be coordinated directly with the Geotechnical Engineer to determine optimum design of retaining walls or stabilized cut slopes.

1.2 – Drainage Design

a. Kimley-Horn will prepare a Drainage Design Memorandum to document the roadway impacts on drainage conveyance. A Draft Drainage Design Memorandum will be a supplement to SIM 5D.

b. Drainage System modifications/reconstruction will be shown on the Roadway Plan/Profile Sheets. Anticipated drainage improvements include box culvert, pipe culverts and roadside swales.

c. An Environmental analysis will be completed due to the proximity to Soldiers Wash

1.3 – Signing/Pavement Marking Design

a. Kimley-Horn will prepare signing and pavement marking plans for the Ranger Extension. It is assumed the signing and pavement marking design will be in accordance with MUTCD, MAG standards and ADOT.

b. Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:
   - Ranger Road Signing and Marking Plan Sheets (2 Sheets)

1.4 – Structures Design

a. It is anticipated from the 30% design that retaining walls will be required along the Ranger Extension.
b. Kimley-Horn will prepare calculations for the proposed retaining wall systems. The design will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition and the geotechnical information prepared for the project.
c. Kimley-Horn will prepare final plans for the proposed retaining wall systems at a 20-scale.
   - Wall Plans (20 Scale) (2 sheets)
   - Wall Detail (2 sheets)
d. Kimley-Horn will coordinate directly with the geotechnical engineer on the retaining wall design parameters.

1.5 – Erosion Control

a. Kimley-Horn will provide Erosion Control Plans and Details for the Contractors use in the Notice of Intent.
   - SWPPP Sheets (3 Sheets)

1.6 – Environmental Coordination

a. An Environmental analysis will be completed due to the proximity to Soldier Wash. This will include Section 401/404, Biological, Endangered Species and other requirements of the analysis.

1.7 - Utility Coordination

a. Kimley-Horn will be responsible for contacting and coordinating with utility companies in the area and informing them of the design plans for the project.
b. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City if requested.
c. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City.

1.8 – Project Estimate, Specifications and Bid Schedule

a. A list of anticipated quantities will be prepared and submitted at each design stage.
   - Quantities will be presented on the plan sheets and also in a separate quantities spreadsheet using custom bid items based on City item descriptions.
   - An opinion of probable cost will be provided for these quantities.
b. Technical Specifications will be prepared for the additional design. The specifications will be prepared utilizing City format and serve as a supplement to the MAG Specifications.

1.9 – Design Phase Project Management/Meetings

a. Additional Project management includes contract management, invoicing, project schedule development, internal meetings with staff, Quality Control/Quality Assurance, permitting application and administration and CADD maintenance.

b. Design progress meetings (excludes stakeholder and public meeting) are assumed to be attended by the Project and any technical support via teleconference.

c. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.

d. Field reviews are assumed to be conducted on the same days as meetings described above.

e. Any meetings beyond those listed above will be considered additional services.

f. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed and responses will be provided.

PHASE 2 – BID PHASE

2.1 – **Bid Phase**

To be under separate contract when the project is ready for advertisement.

PHASE 4 – POST DESIGN PHASE

3.1– Post Design / Construction Services

To be under separate contract when the project is ready for construction.

EXHIBIT B includes the detailed fee breakdown for all tasks.

SUBCONSULTANT TASKS

4.1 – Topo Survey & Right-of-Way

A survey subconsultant will be utilized for control, topographic survey and right-of-way services.

Kimley»Horn

EXHIBIT B

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Consultant	-	$ 250.00	$ -
Project Manager	54	$ 245.00	$ 13,230
Senior Engineer	82	$ 230.00	$ 18,860
Project Engineer/Sr. Designer	148	$ 200.00	$ 29,600
Sr. Analyst	162	$ 180.00	$ 29,160
Analyst/GIS	156	$ 165.00	$ 25,740
Administrative	8	$ 120.00	$ 960
	610	Hours	

Subtotal Kimley-Horn Design Base Fee $ 117,550

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Survey (Subconsultant)	$ 7,000	

Subtotal Estimated Outside Services $ 7,000

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$ -	

Subtotal Estimated Expenses $ -

ALLOWANCES

Subtotal Allowances $ -

TOTAL PROJECT COST $ 124,550

Consultant Firm Signature

Date

City of Sedona
SIM 5D Additional Services - Temporary Ranger Extension
Fee Proposal

TASK DESCRIPTION	SUBTOTAL	Project Manager $ 245.00	Senior Engineer $ 230.00	PE/ Sr. Designer $ 200.00	Sr. Analyst $ 180.00	Analyst/ GIS $ 165.00	Admin $ 120.00	Totals
1. DESIGN PHASE								
1.1 Roadway Design	**40,150.00**	**10**	**28**	**60**	**52**	**60**	**-**	**210**
Typical Sections Sheets	2,370.00	2		4	6			12
Miscelleneous Details Sheets	4,170.00	2	4		8	8		22
Geometric Control Sheet	1,620.00		2	4	2			8
Removal/Demolition Sheets	1,980.00		2	4	4			10
Roadway Plan & Profile Sheets	16,280.00	4	8	16	24	36		88
Pathway Plan & Profile Sheet	7,090.00	2	4	8	8	16		38
3D Model & Earthwork	6,640.00		8	24				32
1.2 Drainage Design	**13,640.00**	**-**	**8**	**20**	**36**	**8**	**-**	**72**
Evaluation (Hydrology & Hydraulics)	5,540.00		2	8	12	8		30
Draft Drainage Design Memorandum	5,400.00		4	8	16			28
Final Drainage Design Memorandum	2,700.00		2	4	8			14
1.3 Signing/Pavement Marking	**6,740.00**	**4**	**6**	**12**	**-**	**12**	**-**	**34**
Signing and Marking Sheets	6,740.00	4	6	12		12		34
1.4 Structures Design	**29,900.00**	**16**	**12**	**36**	**56**	**36**	**-**	**156**
Wall Design/Calculations/Report	9,360.00		8	16	24			48
Coordination with Geotechnical Engineer	3,960.00		4	8	8			20
Wall Plans and Details	16,580.00	16		12	24	36		88
1.5 Erosion Control	**5,460.00**	**4**	**8**	**-**	**-**	**16**	**-**	**28**
Erosion Control Sheets	5,460.00	4	8			16		28
1.6 Environmental Coordination	**7,480.00**	**8**	**-**	**12**	**-**	**16**	**4**	**40**
Environmental and ADEQ Coordination	7,480.00	8		12		16	4	40
1.7 Utility Coordination	**2,570.00**	**2**	**-**	**8**	**-**	**-**	**4**	**14**
Utility Conflict Review, Coordination & Clearance Letters	2,570.00	2		8			4	14
1.8 Project Estimate, Specifications and Bid Schedule	**7,940.00**	**4**	**12**	**-**	**16**	**8**	**-**	**40**
Quantities/Estimate/Bid Schedule	3,680.00		4		8	8		20
Specifications	4,260.00	4	8		8			20
1.9 Design Phase Project Management/Meetings	**3,670.00**	**6**	**8**	**-**	**2**	**-**	**-**	**16**
QA/QC	2,820.00	4	8					12
Additional Progress Meetings (Assume 1)	850.00	2			2			4
TOTAL FINAL DESIGN PHASE	**117,550.00**	**54**	**82**	**148**	**162**	**156**	**8**	**610**
SUBTOTAL DIRECT LABOR	**117,550.00**	**54**	**82**	**148**	**162**	**156**	**8**	**610**
5. SUBCONSULTANTS TASKS								
5.1 Topo Survey and Right-of-Way	**7,000.00**							
Control, Topo Survey Existing Right-of-Way, Utilities	5,000.00							
Legal Descriptions & Exhibits	2,000.00							
SUBTOTAL SUBCONSULTANT TASKS	**7,000.00**							
CONTRACT TOTAL	**124,550.00**							

CITY COUNCIL AGENDA BILL

AB 3108
September 10, 2024
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Discussion regarding an amendment to Sedona City Code (SCC) Sections 12.05.040 and 12.05.110, modifying the Maricopa Association of Governments (MAG) and specifications regarding utility trench backfill procedures. (*First meeting*)

Department	Public Works/John Hall
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	N/A
Exhibits	A. Ordinance amending SCC Section 12.05.040 and 12.05.110

Finance Approval	Reviewed 8/27/24 JDM
City Attorney Approval	Reviewed 8/27/24 KWC
City Manager's Recommendation	Reviewed 8/28/24 JAD

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

SUMMARY STATEMENT

Background: Like most cities and counties in Arizona, the City of Sedona has adopted Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. The proposed ordinance would update the adopted MAG standards to the latest version. Additionally, in the City's Pavement Preservation Program, city work often requires repairing utility trenching that has settled. These pavement settlement issues can be minimized by specifying that all trench backfilling in city rights-of-way be backfilled with a concrete slurry mix in lieu of a compacted soil backfill. The accompanying ordinance attached as Exhibit A provides the proposed updates to SCC Sections 12.05.040 and 12.05.110 with the proposed additional text shown in **red** font.

This is the first public meeting on the proposed new standard. Pursuant to SCC 2.25.040 "Two meetings required for new ordinances," a second meeting will be held on September 24, 2024 in order for Council to consider adoption.

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

The proposed backfill operation specification will result in fewer utility trench repair requirements. Less construction work results in less environmental impact.

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

Alternative(s): Do nothing.

MOTION

I move to: first meeting; no recommended action.

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED "OCTOBER 2024 AMENDMENTS TO SEDONA CITY CODE SECTIONS 12.05.040 DEFINITIONS AND 12.05.110 MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS" AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET FORTH THEREIN; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City deems it necessary to adopt certain amendments to Sedona City Code Section 12.05.110 MAG uniform standard specifications for public works to protect the health, safety, and welfare of the public.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

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

Section 2. That certain document titled the "October 2024 Amendments to Sedona City Code Sections 12.05.040 Definitions and 12.05.110 MAG Uniform Standard Specifications for Public Works" ("MAG Standards Amendment"), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-701, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk.

Section 3. Sedona City Code Sections 12.05.040 and 12.05.110 are hereby amended as set forth in the MAG Standards Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the MAG Standards Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

Section 6. Penalties: Any violation of or failure or refusal to do or perform any act required by the provisions of this ordinance or of the Sedona City Code as amended herein shall constitute a civil violation and be subject to the provisions of Sedona City Code Section 1.15.010.

Section 7. Severability. 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 8. 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.

Section 9. Effective Date. The effective date of this Ordinance shall be 30 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this_____ day of _____, 2024.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

“2024 Amendments to SCC Sections 12.05.040 Definitions and 12.05.110 MAG Uniform Standard Specifications for Public Works”

Eliminated language in strikeout format and new language in red format:

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES

Division I. Public Streets, Easements, and Rights-of-Way

Chapter 12.05 RIGHTS-OF-WAY

...

12.05.040 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“City-developed consent permit” means the permit to construct or maintain on or in city rights-of-way issued subject to permit term and terms of an agreement license or lease with the city.

“City engineer” means city engineer or his designee.

“Contracting agency” means the applicant.

“Contractor” means the applicant or contractor hired by the applicant.

“Emergency work” means work done in city right-of-way as necessary to protect the health, safety and welfare of the public.

“Engineer,” unless otherwise specified, shall mean the applicant’s engineer.

“Encroachment” means construction activity or placement of any trash, debris, or personal property in the public right-of-way.

“Engineering” and “engineering practice” means the practice of engineering as defined in A.R.S. Section 32-101.

"General permit" means the permit to construct or maintain on city rights-of-way issued exclusively to public service utilities and franchise grantees.

"MAG" means Maricopa Association of Governments and refers to the uniform standard specifications and details for public works ~~standards~~ published by that organization (~~2008~~ 2024 Revised Edition).

"Optimum moisture" means the water content corresponding to the maximum soil density on a moisture-density curve obtained from laboratory compaction test trials.

"Owner" means that party holding title to property placed within the city rights-of-way.

"Permit" means the permit to construct or maintain on or in city rights-of-way authorized, issued, canceled or denied by the city engineer.

"Permittee" means the grantee of a permit by the city engineer.

"Pre-construction and maintenance conference" means a meeting pursuant to SCC 12.05.070(C)(5).

"Project permit" means the permit to construct or maintain on city rights-of-way issued to applicants for specific construction or maintenance projects.

"Project permit amendment" means a modification by the city engineer of the time extension requirement of the permit pursuant to SCC 12.05.080(C), and any modification allowed by this chapter.

"Public rights-of-way" shall mean, but not be limited to, streets, roads, drainage, alleys, ways, highways, sidewalks, drainages, bridges, utility easements, structures, grounds and places which have been dedicated to and declared by the city to be public.

"Rights-of-way" shall mean, but not be limited to, streets, roads, alleys, ways, highways, sidewalks, bridges, utility easements, structures, grounds and places.

"Solid rock" means material which results in refusal during excavation by equipment of 55 horsepower or greater.

"Street pad" means any rubber or metal device of sufficient strength, thickness and area to protect paved surfaces from damage or deformation.

"Traffic control plan" means a plan pursuant to SCC 12.05.070(C)(7), the details of which shall be specified by the city engineer.

"Utilities" means any person or business providing service to the public through the use of lines, pipes or other distribution systems.

"Work" means any activity that disrupts vehicular or pedestrian traffic, restricts access or modifies any infrastructure within the city right-of-way. [Code 2006 § 7-15-4. Ord. 2008-05, 6-10-2008; Ord. 2023-05 § 1, 8-8-2023].

...

12.05.110 Amendment additions to sections of MAG Uniform Standard Specifications for Public Works Construction, and MAG Standard Details for Public Works Construction.

For the purposes of this chapter, Chapter 15.35 SCC is hereby amended with the following additions. Except where noted below, "engineer" shall mean the applicant's engineer, "contractor" shall mean the applicant or contractor hired by the applicant, and "contracting agency" shall mean the applicant. The sections specified below in MAG Uniform Standard Specifications for Public Works Construction, and MAG Standard Details for Public Works Construction, are amended with additions as follows; section references, except as noted, are to those standards:

A. *Construction Stakes, Lines and Grades.* The permittee shall be responsible to ensure that all construction stakes, lines and grades shall be in accordance with Section 105.8.

B. *Samples and Testing of Materials.* The permittee shall be responsible to ensure that, when so required by the permit, he shall employ an independent testing laboratory to test all physical materials, at his cost, pursuant to Section 106.2. Testing shall be in accord with standard methods approved by AASHTO, ASTM, or other method approved by the city engineer.

C. *Use of Explosives.* The permittee shall be responsible to ensure that a permit for blasting is obtained from the Sedona fire department. A copy of this permit shall be provided to the city engineer by the permittee. The use of explosives shall be in accordance with MAG Section 107.8.

D. *Preservation of Property.* The permittee shall be responsible to ensure that existing landscaping shall be preserved and special care given to protect trees and large shrubbery, in accordance with SCC 12.05.070(C)(3)(b) and Ordinance 94-08, as amended. The permittee shall also be responsible to ensure that property protection shall be in accordance with MAG Section 201.2.

E. *Backfilling and Compacting.* Nonshrink backfill material may be used in any city right-of-way. Use of other backfill materials shall be subject to city engineer review and approval. Verification of in-place density shall not be required for nonshrink material. Verification of in-place density shall be required for all native material and ABC backfills located under paved surfaces.

1. *Specifications for Nonshrink Backfill and Compaction.* Specifications for nonshrink backfill and compaction which follow shall be mandatory for all paved rights-of-way and for trenches using nonshrink backfill. These specifications may be used for nonpaved rights-of-way as an alternative. City of Sedona standard "Non-Shrinking Backfill" shall be part of this specification. When utilized, the following shall apply:

a. All pipes and lines shall be not less than 36 inches below the pavement surface, unless due to gravity flow they must be at a lesser depth to connect to existing lines that are less than 36 inches below pavement. In such cases, lines shall be no higher than the existing lines. Lines located in solid rock, as defined in SCC 12.05.040, shall be not less than 24 inches below the pavement surface, unless due to gravity flow they must be at a lesser depth to connect to existing lines that are less than 24 inches below pavement. In such cases, lines shall be no higher than the existing lines;

b. Compacted select granular material, or crushed aggregate base of three-fourths inch maximum size, shall be used for bedding and shading. The city engineer may authorize the use of utility company bedding specifications, if those specifications are superior to the ones listed herein for bedding purposes;

c. Bedding material shall be placed in horizontal lifts, with thicknesses consistent with the capability of the compaction equipment utilized, but no lift shall be greater than eight inches;

d. Nonshrink backfill shall be placed to the bottom of pavement subgrade. For nonpaved sections, backfill shall be placed to within six inches of finished grade;

e. For nonpaved sections, six inches of ABC shall be placed over the nonshrink backfill and shall meet the compaction methods and relative density requirements of subsection (F) of this section. Native material may be used in place of ABC between the top back of the ditch and the right-of-way boundary;

f. Pavement subgrade thickness shall match existing subgrade thickness but shall not be less than six inches thick;

g. For trenches not parallel to the roadway centerline, T-top trenches shall be constructed in accordance with MAG Standard Detail No. 200, subject to new pavement patching requirements. The edge of the existing pavement shall be beveled 45 degrees toward the trench for a T-Top pavement;

h. Asphalt concrete shall match existing pavement thickness but shall be not less than four inches thick. For local streets, the city engineer may allow three inches of replacement asphalt where appropriate.

2. *Specifications for Earth Backfill and Compaction.* Specifications for earth backfill and compaction which follow may be utilized for all nonpaved rights-of-way and for trenches using earth backfill. City of Sedona standard detail "Trench Detail" shall be part of this specification. When utilized, the following shall apply:

a. All pipes and lines shall be located pursuant to subsection (E)(1)(a) of this section;

b. Compacted granular material, or crushed aggregate base of three-fourths inch maximum size, may be used for bedding and shall provide not less than six inches of cover between the top of the pipe and the compacted native material backfill. The city engineer may authorize the use of utility company bedding specifications, if those specifications are superior to the ones listed herein for bedding purposes;

c. Material shall be placed in horizontal lifts, with thicknesses consistent with the capability of the compaction equipment utilized, but no lift shall be greater than eight inches;

d. Compaction methods and relative density shall be in accordance with subsection (F) of this section. In addition, the following specifications shall apply:

i. Backfill materials shall be brought to a uniform moisture content within three percent of optimum moisture;

ii. Materials shall be compacted to not less than 95 percent of the maximum density, utilizing the rock correction factor as set forth in MAG Standard Detail No. 190;

e. Compacted native material of four-inch maximum dimension may be used as backfill, provided either:

i. The depth shall be not less than six inches below finished grade for nonpaved surfaces; or

ii. The depth shall be not less than 12 inches below the bottom of pavement subgrade for paved surfaces;

f. Compacted native material of three-inch maximum dimension may be used as backfill, provided the depth shall be not less than 12 inches below the bottom of pavement subgrade for paved surfaces;

g. For nonpaved sections, six inches of ABC shall be placed over the earth backfill and shall be compacted in accordance with MAG Sections 211.3 and 601. Native material may be used in place of ABC between the top back of the ditch and the right-of-way boundary;

h. Pavement subgrade thickness shall match existing subgrade thickness but shall be not less than six inches thick;

i. For trenches not parallel to the roadway centerline, T-top trenches shall be constructed in accordance with MAG Standard Detail No. 200;

j. Asphalt concrete shall match existing pavement thickness but shall be not less than four inches thick. For local streets, the city engineer may allow two inches of replacement asphalt where appropriate;

k. Compaction tests shall be required under all paved surfaces.

F. *Relative Compaction.* Compaction shall be in accordance with MAG Section 301.3, and with the relative density specification of 95 percent for the following:

1. Major streets;

2. Other streets and traffic ways, including parking lots, access drives and paved bike paths;

3. Curbs, gutters, sidewalks and pedestrian walks;

4. All road shoulders and ditches;

5. Areas outside of the traveled way where vegetative landscaping will be completed immediately following work in the right-of-way shall be compacted to 80 percent relative density.

G. *Untreated Base Material.* All untreated base material shall be in accordance with specifications in MAG Section 702.2.

H. *Weather and Moisture Condition Limitations for Asphaltic Concrete.*

1. Asphalt concrete shall be deposited only when the subgrade surface is dry, and when the ambient temperature in the shade is 60 degrees Fahrenheit and is rising.

2. Asphalt concrete shall not be deposited when it is foggy, rainy or when the base on which the concrete is to be deposited is in a wet or frozen state. By “wet” is meant in excess of optimum moisture.

I. *Tack Coat.* All tack coats shall be applied in accordance with specifications in MAG Section 321.4. When applied to vertical surfaces, tack coats shall be applied only after surfaces have been cleaned and loose particles removed in such manner as to ensure full surface coverage.

J. *Base Preparation.* All base preparation shall be accomplished in accordance with specifications in MAG Section 321.5.1.

1. Leveling operations shall have been completed before the aggregate base course is applied.

2. The base course shall be in reasonably close conformity with lines, grades and dimensions shown on the plans.

K. *Asphalt Base and Surface Course.* Asphalt base and surface courses shall be spread and finished in accordance with specifications in MAG Section 321.5.4, with the following exceptions:

1. Use of self-propelled mechanical spreading and finishing equipment is not required unless specified by the city engineer;

2. A smooth steel wheel roller is required, unless otherwise specified by the city engineer. The permittee is encouraged to utilize walk-behind or riding self-propelled vibratory roller compaction equipment whenever possible. When complete, the pavement surface shall be smooth, dense and of uniform texture and appearance.

L. *Pavement to Be Removed.* Pavement removal shall be accomplished in accordance with specifications in MAG Section 336.2.2. For the purposes of this chapter, the third and fifth paragraphs of MAG Section 336.2.2 shall be deleted. In lieu of cutting trenches across driveways, curbs and gutters, sidewalks, alley entrances and other types of pavements, the city engineer may require the contractor to tunnel or bore under such structures and pavements. When matching to new pavement, existing asphalt pavement shall be removed only by saw cutting.

M. *Concrete Materials.* Concrete shall be portland cement concrete in accordance with specifications in MAG Section 725 with the following stipulations:

1. May have air entraining admixture of four percent to six percent by volume, if required by the city engineer;

2. Expansion filler joints shall be in accordance with specifications in MAG Section 729;

3. Class A concrete shall be used for concrete structures, either reinforced or nonreinforced;

4. Concrete for curbs, gutters, concrete pavements, sidewalks, Americans with Disabilities Act (ADA) facilities ramps, and driveways located in the public right-of-way shall be 4,000 psi minimum, fiber reenforced. Sidewalks, driveways, ADA facilities ramps shall be six inches thick minimum;

5. Class C concrete may be used for thrust blocks, encasements, fill or over excavation, and the like;

6. Exposed concrete shall be Sedona Red unless stated otherwise by the city engineer;

7. When feasible Americans with Disabilities Act (ADA) facilities ramps and related gutter pans, and curbs shall be a monolithic pour.

N. *Curing.* Curing of all concrete shall be in accordance with specifications in MAG Section 505.8.

O. *Asphalt Concrete.* Asphalt concrete utilized as surfacing shall be in accordance with specifications in MAG Section 710 with the following stipulations:

1. Surfacing shall be hot-plant mixed and delivered from the plant to the side at a temperature not greater than 325 degrees Fahrenheit;

2. Cold mix temporary patches shall be utilized, but only until such time that temperature conditions permit, as set forth in subsection (H) of this section, and hot mix asphalt is available, as defined in subsection (H) of this section, and hot mix asphalt is available, as defined in subsection (H)(3) of this section;

3. Hot mix asphalt shall be placed as soon as temperature conditions and availability allow. For the purpose of this section, "availability" is defined as suitable hot mix asphalt concrete being available within a 40-mile radius and the cumulative hot mix asphalt requirements of any permittee equals being available within a 40-mile radius and the cumulative hot mix asphalt requirements of any permittee equals or exceeds five cubic yards;

4. The gradation requirements of Table 710-2 shall be as shown below:

Table 710-2. Gradation Requirements – Percent by Weight Passing

Seive Size (mm)	**Designation (mm)**				
	9.5	**12.5**	**19**	**25**	**37.5**
50.0	–	–	–	–	100

Seive Size (mm)	Designation (mm)				
	9.5	**12.5**	**19**	**25**	**37.5**
37.5	–	–	–	100	90 – 100
25.0	–	–	100	90 – 100	<90
19.0	–	100	90 – 100	<90	–
12.5	100	90 – 100	<90	–	–
9.5	90 – 100	<90	–	–	–
4.75	<90	–	–	–	–
2.36	32 – 67	28 – 58	23 – 49	19 – 45	15 – 41
0.075	5.0 – 10.0	5.0 – 10.0	5.0 – 8.0	1.0 – 7.0	0 – 6.0

MAG 710 Table 710-11 requirements are modified to require air voids of 3.0 percent to 5.0 percent with a target of 4.0 percent instead of the 2.8 percent to 6.2 percent as stated. The city retains the right to require removal when air voids exceed 5.0 percent.

P. The tolerance for concrete or other installations shall not apply in the case of facilities required to comply with Americans with Disabilities Act requirements. Such installations shall strictly meet the requirements of the Act and associated regulations. The engineer shall modify the use of details 230 through 250 modification as necessary to comply with Americans with Disabilities Act requirements for the application location or in the alternate prepare a complying design.

Q. *Granular Material.* Granular material shall be in accordance with specifications in MAG Section 601.4.6.

R. *Frames, Covers and Valve Boxes.* Adjustments for all frames, covers and valve boxes shall be in accordance with specifications in MAG Section 345. All such devices shall be adjusted to final finish grades without regard for plan notations which may be contrary. Adjusting rings shall not exceed 18 inches in depth without prior approval of the city engineer. Rings may be made of concrete. Adjustment of sewer manholes and cleanouts shall be such that the manhole will not be in a depression relative to adjacent street grades.

S. The use of porous asphalt and concrete shall be allowed subject to the approval of the city engineer regarding both location and mix design.

T. The use of rubberized asphalt as a final course of between 0.15 inch and two inches shall be allowed subject to approval of the city engineer.

U. *Forms and Temporary Drains.* All form work installed shall be in accordance with specifications in MAG Section 505.3. Temporary drains shall be included in all catch basin forms.

V. *Trenches.* For pipes or lines with diameters larger than two inches, trench widths shall be in accordance with specifications in city of Sedona standard detail, "Trench Detail." For pipes or lines with diameters less than two inches, trench widths may be excavated to the minimum width necessary to permit a safe installation.

W. *Traffic Control Measures.* Traffic control measures shall be in accordance with specifications in MAG Section 401.4 and SCC 12.05.070(C)(8)(a). Devices and measures to adequately control vehicular and pedestrian traffic adjacent to and within the construction area shall be provided and maintained.

X. *Utility Trenching Backfill with Controlled Low Strength Material (CLSM).* Placement of CLSM shall be in accordance with specifications in MAG Sections 604 and 728, with the following additions:

1. Road Pavement Trenching and Utility Repair Backfill

All road pavement crossings and utility repairs within road pavement areas shall be backfilled with an 18-inch capping of Two-Sack CLSM, up to the bottom of the required pavement thickness. CLSM placement shall be in a uniform manner to prevent voids and segregation of material. CLSM backfill material shall be flow tested to nine (9) inches +- two (2) inches, as described in MAG Section 728.3. Mechanical compaction or vibration may be used to consolidate around structures,

pipes, and multiple conduits. Dye shall be utilized to color the CLSM to correspond to the type of utility in the trench, as per "Bluestaking" convention, e.g. green for sanitary sewer. Additionally, backfill shall include location tape to the approval of City's site representative.

Backfill material below the CLSM capping may be compacted with native, Aggregate Base Course material with one-foot lifts and density testing as per MAG Specification 310.

The limits of the utility crossing backfill requireements shall extend a minimum of one foot beyond the edge of pavement.

The total elapsed time between the initial addition of water to the CLSM and the completed placement shall not exceed 90 minutes.

After placement has been completed, steel plates may be used to cover the roadwayy crossing for an additional 24 hours or a similar slurry can be compacted to the top of the existing roadway and removed to the required depth when the final pavement structure is to be placed.

Ready- mixed concrete shall not be used in lieu of CLSM without prior approval from the City Engineer, and otherwise shall be subject to rejection.

2. Shoulder and Off-Pavement Trench Backfill

Backfill for trenching and utility repairs outside of the pavement areas may be carried out in a similar fashion as described above in X.1 for road pavement areas. Alternatively, backfill outside of pavement areas shall be entirely with native, Aggregate Base Course materials and placed in one (1) foot lifts and density tested as per MAG Specification 310.

Y. The requirements of this code and any adopted city of Sedona standard specifications shall have precedence over the provisions of the MAG. [Code 2006 § 7-15-11. Ord. 2008-05, 6-10-2008; Ord. 2008-11, 10-14-2008; amended during 2012 codification].

CITY COUNCIL AGENDA BILL

AB 3066
September 10, 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 8/26/24
City Attorney Approval	Reviewed 8/26/24 KWC
City Manager's Recommendation	For discussion and direction only. ABS 8/26/24

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
9/24/2024	Tuesday	4:30	Regular Meeting				
				AB 3107 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and Arizona Department of Transportation (ADOT) regarding the construction of Shelby Drive Shared Use Path in the amount of $500,000.00	Consent	Ueda/Phillips	NA
				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 Discussion/possible direction on LAU/IIP	Regular	Spickard	1 hour
				AB 3108 Discussion/possible action regarding approval to amend SCC 12.05.110 , adding a clause to provide a description of a desired modifications to the MAG (Maricopa Association of Governments) specifications. This particular clause addition is for a new specification for Utility Trench Backfill procedures	Regular	Hall/Harris	10 min
				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.	Regular	Spickard	
				AB 3071 Discussion/possible action regarding the adoption of the draft Development Impact Fees LUA and IIP.	Regular	Spickard	
				AB 3099 Discussion/possible action regarding the future of the Historical Preservation Commission.	Regular	Spickard	
10/9/2024	Wednesday	3:00 p.m.	Special Meeting				
				AB 3054 Presentation/discussion with Yavapai College, Dr. Irina Del Genio, Dean of Verde Valley Campus Administration and Mr. Richard Hernandez, Executive Director of Government Relations, regarding a general update on activities and plans of the College.	Regular	Spickard	
10/22/2024	Tuesday	4:30 p.m	Regular Meeting				
				AB 3111 Discussion / possible action regarding the Extreme Weather Overnight Lodging Program to shelter ‘rough sleepers’ during inclement or extreme weather conditions.	Regular	Frieder	20 min
10/23/2024	Wednesday	3:00 p.m.	Special Meeting				
				AB 3079 Presentation/discussion from Arizona Water Company and City of Sedona staff regarding Growing Water Smart initiatives.	Special	Beck	1 hour
11/12/2024	Tuesday	3:30 p.m	Special Meeting				