

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, DECEMBER 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 - November 12, 2024 City Council Regular Meeting.
- b. Minutes - November 13, 2024 City Council Special Meeting.
- c. Minutes - November 20, 2024 City Council Special Meeting.
- d. Minutes - November 26, 2024 City Council Regular Meeting.
- e. AB 3160 Approval of a recommendation regarding an application for a new Series 12 Restaurant Liquor License for Sedona Bistro & Crepes, located at 1164 Coffee Pot Drive #H, Sedona, AZ 86340 (File #23271744).
- f. AB 3162 Approval for adoption of a Single Audit Policy for the City of Sedona.
- g. AB 3164 Approval of a linking agreement with InCharge Energy, Inc. in the amount of \$141,331.12.
- h. AB 3167 Approval of an Ordinance amending Sedona City Code Section 12.30.090.
- i. AB 2751 Approval of a Resolution authorizing an Intergovernmental Agreement for Arizona Emergency Management Aid Compact (AZMAC) between the Sedona Police Department and the State of Arizona.

4. APPOINTMENTS

- a. AB 3159 Discussion/possible action regarding the appointment of members to the Historic Preservation Commission.

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

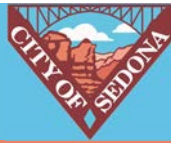
- a. Recognition of Police Department Community Services Aide Jack Ross.

8. REGULAR BUSINESS

- a. AB 3158 Discussion/presentation by USFS Red Rock District Ranger, Alex Schlueter regarding USFS Red Rock District Ranger's priorities.
- b. AB 3166 Public Hearing/discussion/possible action regarding approval of a Settlement Agreement with Olson Real Estate Group, Inc. dba R.D. Olson Development and 115 Schnebly, LLC to resolve litigation by affirming Planning and Zoning Commission's development review approval of Oak Creek Heritage Lodge Case Number: PZ23-00004 (DEV), suspension of Council Rules of Procedure 3.E.11 on reconsiderations, and discussion regarding making the Oak Creek Heritage Area Zoning District obsolete.

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

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

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

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

- c. AB 3071 Public Hearing/discussion/possible direction regarding Development Impact Fees and the proposed Development Fee Report. ✓📄
- d. AB 3095 Public Hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule. ✓📄
- e. AB 3168 Discussion/possible action regarding approval of the filing of a blank annexation petition with the Yavapai County Recorder to begin the process for the proposed annexation of approximately 3,422 acres of land including the City's wastewater treatment plant and neighboring City-owned property (the Dells) into the City's jurisdictional boundaries. ✓📄
- f. AB 3149 Discussion/possible action regarding approval of a Resolution declaring a housing shortage emergency exacerbated by the proliferation of Short-Term Rentals. ✓📄
- 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: 12/09/24

By: JC

JoAnne Cook, CMC, City Clerk

**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.

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, November 12, 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 Derek Pfaff.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Executive Assistant to the City Manager Kristie Turk, GIS Manager Aaron Seifert, Police Records Clerk II Jamie Rivero, Police Chief Stephanie Foley, Communications Manager Lauren Browne, Housing Manager Jeanne Frieder, Public Works Director/Engineer Kurt Harris, Planning Manager Cari Meyer, Special Initiatives Coordinator Kegn Moorcroft, Community Development Director Steve Mertes, Tourism Manager Andrew Grossman, and City Clerk JoAnne Cook.

Mayor Jablow advised that item 8d AB 3124 has been deferred to a future meeting.

2. Roll Call/Moment of Art

Nancy Lattanzi introduced Sculptor, Writer, and Musician, Jill Trenholm. Jill shared a video that showcased her work and projects.

3. Consent Items

- a. **Minutes - October 8, 2024 City Council Regular Meeting.**
- b. **Minutes - October 9, 2024 City Council Special Meeting.**
- c. **Minutes - October 22, 2024 City Council Regular Meeting.**
- d. **Approval of Proclamation, Sedona Kindness Day, November 13, 2024.**
- e. **AB 3142 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Mraada Cuisine of India located at 1910 w HWY 89A #102, Sedona, AZ, 86336 (File #23707213).**
- f. **AB 3143 Approval of a recommendation regarding an application for a Series 10 Beer and Wine Store for Circle K Store #9547 located at 2820 AZ89A, Sedona, AZ, 86336 (File #F0065980).**
- g. **AB 3137 Approval of a contract amendment with engineering consultant, Paradigm Design, to complete the design of Andante Shared Use Path and Drainage Improvements (SIM11N) in the amount of \$44,500.**
- h. **AB 3138 Approval to redirect funding from Yavapai County Flood Control District (YCFCD) to higher priority drainage projects.**
- i. **AB 3140 Approval of public utility easement for future use along city-owned parcel located at 780 Forest Road. (APN: 401-38-006F)**
- j. **AB 3141 Approval of a Resolution establishing a salary equivalent for purposes of computing workers' compensation insurance premium and**

- workers' compensation benefits for volunteers.
- k. **AB 3136 Approval of a City Lobbyist for the City of Sedona and the Sedona City Council 2025 Arizona Legislative Session subject to approval of an agreement by the City Manager and City Attorney.**
 - l. **AB 3097 Approval of a Resolution establishing a 15mph speed limit for OHVs and ATVs on Morgan Road.**
 - m. **AB 3130 Approval of the use of City resources to support the Sister Cities efforts.**

Councilor Kinsella pulled item 3l off consent items for discussion. Councilor Pfaff pulled item 3f and 3l off consent to recuse himself from the vote on the items.

Motion: Vice Mayor Ploog moved to approve consent items 3a, 3b, 3c, 3d, 3e, 3g, 3h, 3i, 3j, 3k, and 3m. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Questions and comments from Councilor Kinsella regarding item 3f AB #3143.

Motion: Councilor Kinsella moved to approve consent items 3f. Seconded by Councilor Fultz. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed. Councilor Pfaff was recused from the vote.

Motion: Councilor Kinsella moved to approve consent items 3l. Seconded by Councilor Fultz. Councilor Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed. Pfaff was recused from the vote.

4. Appointments

- a. **Discussion/possible action regarding the appointment/reappointment of Planning & Zoning Commissioners.**

Motion: Vice Mayor Ploog moved reappoint Charlotte Hosseini and Will Hirst to seats on the Planning & Zoning Commission for terms that will begin on November 1, 2024 and end October 31, 2027, or until a successor is appointed, whichever is later. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

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

Mayor Jablow stated he had the honor of presenting the Mayor's Arts awards and thanked Nancy Lattanzi for coordinating this event. Winnie Muench received the Individual Award, The Sedona Visual Artist Coalition received the Business & Organization Award, the Sedona Chamber Music received the Education Award for the Sedona Community Youth Orchestra, and Susan Kleiwer received the Lifetime Achievement Award. Vice Mayor Ploog advised Sedona Kind and the Sedona Internationals Film Festival will be presenting Sensational Shorts, 10 Award Winning Films for a fundraiser for kindness activities in

Sedona. The event will take place on Wednesday, November 13th at 4:00 p.m. and 6:30 p.m. at the Mary D. Fischer Theater. Tickets may be purchased at sedonafilmfestival.com.

6. Public Forum

George Heussner and Dory Morales, Green Living Magazine, presented an award to the City and to selected business recipients in Sedona and the Verde Valley.

7. Proclamations, Recognitions & Awards

a. Proclamation, Sedona Kindness Day, November 13, 2024.

Mayor Jablow presented the proclamation to Jawn McKinley of Sedona Kind. Jawn thanked Council for their support and shared highlights of Sedona Kind.

b. Citizen's Academy participants, certificate presentation.

Kegn presented certificates to Citizen Academy participants Gary Whitehill, Lindsay Sacks, Mary Leas, Jim Hamilton, Marlo Johnson, Mark Bealafeld, Dave Thomas, and Max Knaus.

The following were not present: Carol Breen, Rick Kohen, Yara Sullivan, and Michael McCall.

8. Regular Business

- a. AB 3125 Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include allowances for Accessory Dwelling Units (ADUs), updates to reflect State legislation regarding time frames for processing residential rezoning applications, and updates to definitions to more accurately define terms. Case Number: PZ24-00010 (LDC) Applicant: City of Sedona.**

Presentation by Cari Meyer and Steve Mertes.

Questions from Council.

Opened Public Hearing at 5:36 p.m.

Trevor Greco, Colorado, and Marie Benedix, Colorado, and Terry Gregory, Sedona spoke in support of the proposed revisions and voiced concerns regarding difficulty in the application process and cost barriers for developers interested in building ADUs. Sean Smith, Sedona, made suggestions for future updates to the Sedona Land Development Code.

Closed Public Hearing at 5:48 p.m.

Questions and comments from Council.

By majority consensus, Council directed staff to bring definitions of what can be used as ADUs back to Council.

Motion: Councilor Kinsella moved to approve Ordinance 2024-09, 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 – November 12, 2024 Proposed Land Development Code Revisions" with the amended residency definition. Seconded

by Councilor Fultz. **Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.**

Break at 6:19 p.m. Reconvened at 6:43 p.m.

- b. AB 3071 Public Hearing/discussion/possible direction regarding Development Impact Fees and the proposed Development Fee Report.**

Presentation by Barbara Whitehorn and Benjamin Griffin, Senior Fiscal/Economic Analyst TischlerBise, Inc.

Opened Public Hearing at 7:45 p.m.

No public comments heard.

Closed Public Hearing at 7:45 p.m.

Questions and comments from Council.

By majority consensus, Council agreed with how the language is structured around ADUs expansions in the current DIF ordinance, and directed staff to bring back policy examples around incentivizing multi-family developments and bring the item back to Council at the November 26, 2024 Council meeting.

- c. AB 3107 Discussion/possible action regarding approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Arizona Department of Transportation (ADOT) regarding the construction of Shelby Drive Shared Use Path Phase II (SIM11Q).**

Presentation by Sandy Phillips and Kurt Harris.

Questions and comments from Council.

Motion: Councilor Furman moved to approve Resolution No 2024-31, authorizing the execution of an Intergovernmental Agreement between the City of Sedona and Arizona Department of Transportation contributing an amount not-to-exceed \$500,000 in funds to be used for the construction of Shelby Drive Business Development Phase 2. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Break at 8:27 p.m. Reconvened at 8:32 p.m.

- d. AB 3124 Discussion/possible action regarding the award of construction contract for the PR-03C Improvements for the Build-Out of Ranger Station Park – Restroom to Danson Construction, LLC in the amount of \$487,760.00.**

This item was deferred to a future meeting.

- e. AB 3129 Presentation/discussion/possible direction regarding a tourism update including results of summer marketing campaign, branding concepts, and winter marketing campaign concepts and strategy.**

Presentation by Christian Folk, DVA Partner and Digital Director, Lauren Browne, and

Andrew Grossman.

Questions and comments from Council.

Open to the public at 10:00 p.m.

Cheryl Barron, Sedona, spoke in favor of the proposed and voiced concerns regarding costs for tourism businesses and their return on investment. She stated there needs to be a team effort in strategizing the marketing campaign messaging and goals.

Brought back to Council at 10:04 p.m.

By majority consensus, Council supported:

- the logo with modifications to the line weight through the word Sedona. Staff will include a darker color scheme with a light background for the logo.
 - the Stay Inspired tagline.
 - the Winter Campaign destination marketing concepts.
- f. **AB 3147 Discussion/possible action regarding approval of a contract amendment for Day Vengley & Associates dba DVA to extend the term, amend the scope, and increase compensation in an amount not-to-exceed \$516,000 for marketing services.**

Presentation by Lauren Browne.

Questions and comments from Council.

Motion: Councilor Fultz moved to approve Amendment #2 to the Professional Services Agreement with Day Vengley & Associates dba DVA to extend the term, amend the scope, and increase compensation in an amount not-to-exceed \$516,000 for marketing services. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

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

Mayor Jablow advised there will be a work session tomorrow starting at 2:00 p.m. in Council Chambers.

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:

Motion: Councilor Kinsella moved to go into executive session after a five minute break at 10:22 p.m. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Entered into executive session at 10:27 p.m.

- a. **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).

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

Returned to open session at 11:00 p.m.

No action taken.

10. Adjournment

Mayor Jablow adjourned the meeting at 11:00 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 12, 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 November 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

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

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Transit Administrator Robert Weber attended via Teams, Director of Public Works Kurt Harris, Assistant Director of Public Works Sandy Phillips, Engineering Supervisor John Hall, Director of Community Development Steve Mertes, Parking Manager Lance Lunsway and Deputy City Clerk Marcy Garner.

3. Special Business

- a. AB 3086 Discussion/possible direction regarding Sedona In Motion (SIM) projects overview with updates of traffic improvements demonstrated by presenting Traction modeling Dashboard with a focus on current trends, transit, and Uptown Parking.**

Presentation by Robert Weber.

Question by council throughout the presentation.

Break at 3:13 p.m. Reconvened at 3:26 p.m.

Presentation by Kurt Harris and Kimley-Horn consultant Andrew Baird

Question by council throughout the presentation.

Break at 4:42 p.m. Reconvened at 4:52 p.m.

Presentation by Kurt Harris and Lance Lunsway.

Questions and comments by council.

Presentation and discussion only, no direction given.

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

4. Executive Session

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

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

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

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 6:08 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on November 13, 2024.

Marcy Garner, Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, November 20, 2024, 2:00 p.m.**

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

Mayor Jablow called the meeting to order at 2:00 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 Derek Pfaff.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, and City Clerk JoAnne Cook.

b. Roll Call

c. Special Business

a. AB 3116 Discussion/possible action regarding a Resolution approving the canvass of the City's General Election held on November 5, 2024.

Presentation by JoAnne Cook.

Motion: Councilor Kinsella moved to approve Resolution No. 2024-32, a Resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the General Election held on November 5, 2024. Seconded by Councilor Fultz. Vote: Motion carried unanimously with seven (7) in favor (Jablow, Dunn, Furman, Fultz, Kinsella, Ploog, and Pfaff) and zero (0) opposed.

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

c. 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.

d. Adjournment

Mayor Jablow adjourned the meeting at 2:05 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 20, 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, November 26, 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 Derek Pfaff.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Assistant City Attorney Monique Coady, Housing Manager Jeanne Frieder, Public Works Director/Engineer Kurt Harris, Director of Financial Services Barbara Whitehorn, Deputy Police Chief Chris Dowell, Community Development Director Steve Mertes, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes - October 23, 2024 City Council Special Meeting - Executive Session.**
- b. **Minutes - October 23, 2024 City Council Special Meeting.**
- c. **Minutes - November 12, 2024 City Council Special Meeting - Executive Session.**
- d. **Minutes - November 12, 2024 City Council Special Meeting.**
- e. **AB 3078 Approval of the City's Chief Fiscal Officer (CFO) Designation Resolution Amendment – changing the CFO from Anette Spickard to Barbara Whitehorn.**
- f. **AB 3161 Approval of a Resolution approving a Settlement Agreement with Farshid Paydar, et al., to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Farshid Paydar, et al., Coconino County Superior Court Case No. CV202200081.**

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

4. Appointments – None.

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

Mayor Jablow said he and Kurt Christianson attended the Arizona League of Cities and Towns' meeting for Mayors and elected officials last Friday, Selena Bliss attended along with mayors from Superior, Clarkdale, and Prescott to discuss issues and bring them to the League's attention. Mayor Jablow attended the Cottonwood City Council Meeting on

November 19th to support outgoing Mayor Tim Elinski, and the swearing in of new Mayor Ann Shaw and new Councilor Chris Dowell.

Public Forum

Terrance Cook, Sedona, thanked Council for their service and spoke regarding illegally placed political signs along the roadways during the November election. He urged Council to consider passing a “sign free” ordinance similar to the City of Flagstaff, MaryAnn Deminsky, Prescott, introduced herself as a new employee at the Arizona Attorney General’s Office. She advised that she has been assigned to Yavapai, Coconino and Mohave Counties. She stated she would like to attend city outreach activities and events and help with relaying communications to Attorney General’s Office.

6. Proclamations, Recognitions & Awards - None

7. Regular Business

a. AB 3071 Public Hearing/discussion/possible direction regarding Development Impact Fees and the proposed Development Fee Report.

Presentation by Anette Spickard and Barbara Whitehorn.

Questions from Council.

Opened Public Hearing at 5:10 p.m.

No public comments were heard.

Closed Public Hearing at 5:10 p.m.

Questions and comments from Council.

By majority consensus, Council directed staff to bring back options for rate increases for consideration at the December 10th meeting.

Break at 6:12 p.m. Reconvened at 6:35 p.m.

b. AB 3154 Discussion/possible direction regarding the draft results of the Sedona Homeless Needs Assessment and the development of the draft Strategic Plan to Address Homelessness document, by consultants Jonathan Danforth and Matt White of Viam Advising, LLC.

Presentation by Jonathan Danforth and Matt White of Viam Advising. LLC and Jeanne Frieder. Deputy Chief Chris Dowell answered questions from Council.

Questions and comments from Council.

Opened to the public at 8:52 p.m.

Bill Noonan, Sedona, and Susanne Strauss, Sedona, spoke against this item.

Brought back to Council at 8:57 p.m.

Questions and comments from Council.

By majority consensus, Council agreed to have an interest in taking a regional approach to address this issue and directed staff to invite Catholic Social Services, Sedona Area Homeless Alliance, Yavapai and Coconino County, and other engaged agencies in future

discussions. Anette Spickard advised Council that a meeting for discussion and direction on the findings and recommendations contained in the draft Sedona Strategic Plan to Address Homelessness is scheduled for Wednesday, January 29, 2025. Council expressed an interest to hold the meeting sooner, if possible.

Break at 9:36 p.m. Reconvened at 9:41 p.m.

c. AB 3095 Public Hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.

Presentation by JoAnne Cook and Kurt Harris.

Public Hearing will take place on December 10, 2024

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve Resolution No. 2024-35, creating a public record entitled "2024 Amendments to the Sedona Consolidated Fee Schedule." Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to adopt Ordinance No. 2024-10, adopting proposed changes to the Consolidated Fee Schedule. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

On December 10, 2024, a new vote to adopt Ordinance No. 2024-10 will be taken after Public Hearing.

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

Mayor Jablow advised there will not be a council meeting tomorrow, November 27, 2024.

8. 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.**

9. Adjournment

Mayor Jablow adjourned the meeting at 9:51 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 26, 2024.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 3160
December 10, 2024
Consent Items**

Agenda Item: 3e

Proposed Action & Subject: Approval of a recommendation regarding an application for a new Series 12 Restaurant Liquor License for Sedona Bistro & Crepes, located at 1164 Coffee Pot Drive #H, Sedona, AZ 86340 (File #23271744).

Department	City Clerk/ JoAnne Cook and Marcy Garner
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	Liquor license application is available to view in the City Clerk's Department.

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 12/2/24	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

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

The City has received an application for a new Series 12 Restaurant Liquor License for Sedona Bistro & Crepes, located at 1164 Coffee Pot Drive #H, Sedona, 86340 (File# 23271744). The liquor license application is available for review and inspection in the City Clerk's office or by email.

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

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

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Sedona Bistro & Crepes, located at 1164 Coffee Pot Drive #H, Sedona, AZ 86340 (File #23271744). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Sedona Bistro & Crepes, located at 1164 Coffee Pot Drive #H, Sedona, AZ 86340 (File #23271744).



**CITY COUNCIL
AGENDA BILL**

**AB 3162
December 10, 2024
Consent Items**

Agenda Item: 3f

Proposed Action & Subject: Approval for adoption of a Single Audit Policy for the City of Sedona.

Department Finance / Barbara Whitehorn

Time to Present N/A

Total Time for Item N/A

Other Council Meetings N/A

Exhibits A. Single Audit Policy

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 12/2/24	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

Background: The City of Sedona is required to have on file a Single Audit Policy which governs the auditing and use of federal, state and local funds subject to Federal Single Audit, and ensures compliance with the Single Audit Act of 1984 (as amended in 1996) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as codified in 2 CFR Part 200, and in accordance with Arizona Statutes.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the adoption of a Single Audit Policy for the City of Sedona, Arizona, effective December 10, 2024.



City of Sedona Single Audit Policy

Purpose

The purpose of this policy is to ensure compliance with the Single Audit Act of 1984 (as amended in 1996) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as codified in 2 CFR Part 200. This policy outlines the requirements for auditing the use of federal, state, and local funds in the City of Sedona, Arizona, in accordance with Arizona Statutes.

Scope and Applicability

This policy applies to all departments, agencies, and entities of the City of Sedona that receive and expend federal, state, and local funds. The policy ensures that the City complies with the Single Audit Act and Arizona Statutes, specifically Arizona Revised Statutes 9. A.R.S. § 481 which mandates audits of local government entities.

Audit Requirements

The City of Sedona shall conduct a single audit annually if it expends \$750,000 or more in federal awards during the fiscal year, in compliance with 2 CFR § 200.501 and 9 A.R.S. § 481.

The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), as required by 2 CFR § 200.514.

Auditor Selection

The City shall select an independent auditor to perform the single audit. The auditor must be a licensed Certified Public Accountant (CPA) in Arizona or be granted limited reciprocity privileges by the Arizona State Board of Accountancy (according to 32 A.R.S. § 725) and shall have experience with single audits.

Audit Report Submission

The audit report, including the financial statements and schedule of expenditures of federal awards, shall be submitted to the Federal Audit Clearinghouse (FAC), the Arizona Auditor General, the Arizona Secretary of State, and any other required federal or state agencies

within nine months after the end of the audit period (by March 31 of the following calendar year), as stipulated in 2 CFR § 200.512 and 41 A.R.S. § 1279.07.

Should the City be unable to meet the March 31 deadline, per 9 A.R.S. § 481-F, a Notice of Pending Financial Statement shall be posted on the City's website until the report is complete and filed.

Audit Findings and Corrective Actions

The City of Sedona shall promptly address any audit findings. A corrective action plan shall be developed and implemented for each finding, as required by 2 CFR § 200.511.

The City shall ensure that all corrective actions are fully implemented in a timely manner and that necessary changes are made to prevent future occurrences.

Record Retention

All underlying records related to the single audit, including financial records, and supporting documents, shall be retained for a period of at least three years from the date of submission of the audit report, in accordance with 2 CFR § 200.334.

Public Access and Presentation of Results

The audit report and any related financial reports shall be available on the City's website for a minimum of 60 months (five years) according to 9 A.R.S. § 481, as amended by Laws 2021 Ch. 427 § 1.

Within 90 days after the completion of the audit, the audit report, and any findings shall be presented at a public meeting, and not placed on the consent agenda, according to 9 A.R.S. § 481-H.

Compliance and Monitoring

The City of Sedona Finance Department shall be responsible for overseeing compliance with this policy and ensuring that all departments adhere to the requirements of the Single Audit Act, Uniform Guidance, and Arizona Statutes.

Effective Date

This policy shall be effective immediately upon approval by the City Council of the City of Sedona and shall remain in effect until amended or rescinded by the City Council.



**CITY COUNCIL
AGENDA BILL**

**AB 3164
December 10, 2024
Consent Items**

Agenda Item: 3g

Proposed Action & Subject: Approval of a linking agreement with InCharge Energy, Inc. in the amount of \$141,331.12.

Department	Sustainability\ Zach Schwarz
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A Linking Agreement – InCharge Energy, Inc.

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	11/25/24 Reviewed KWC	Expenditure Required
		\$ 141,331.12
City Manager's Recommendation	Recommend approval ABS 12/2/24	Amount Budgeted
		\$ 350,000
		Account No. 22-5350-89-6888 (Description) Decarbonization Roadmap Projects

SUMMARY STATEMENT

Background:

Municipal Fleet Electrification

In 2020, the city of Sedona passed its first Municipal Sustainability Plan focusing on numerous target goals, including creating a green fleet policy, which was adopted in November of 2021, and implementing all necessary actions to transition the city fleet to zero emissions vehicles (ZEVs). This goal was reinforced in the 2021 Climate Action Plan by striving to transition the fleet to ZEVs by 2030, among numerous additional topics and goals.

Since the creation of the Sustainability Program, sustainability staff have conducted both community wide and municipal greenhouse gas emissions inventories following national and global standards. The municipal inventory consistently shows that the city's municipal vehicle fleet represents its second largest source of emissions and represents a significant opportunity for emissions reductions. As the fleet transition has progressed, electric vehicle (EV) charging stations for the municipal fleet are needed. Currently, EV chargers are at City Hall, Posse Grounds Park, Sunset Park, and Jordan Road. However, community facing chargers and are not dedicated for municipal fleet charging.

EV Chargers and Decarbonization Roadmap

In 2023, the Sustainability Department and Public Transit conducted a request for information (RFI) of EV chargers that would be applicable for municipal fleet operations. Seven companies responded to the RFI and presented capabilities, costs, and offered EV charging services. InCharge Energy Inc. (InCharge) demonstrated strong product options and experience working with fleets and municipalities. Based on the results of the RFI process four level two chargers from InCharge were procured in the second half of FY24 with the intention of installing them at City Hall and Contractors Rd. in FY25 to meet the expanding EV charging needs of the municipal fleet.

Initial charging station locations and electrical capacity upgrade requirements were identified at existing municipal facilities during the development of the Decarbonization Roadmap with McKinstry Essention LLC. McKinstry conducted site walks, energy audits, energy and emissions analysis across municipal facilities, and collected municipal fleet data to create recommendations for the city to meet its decarbonization and fleet electrification goals.

McKinstry recommended installing chargers in two phases. Phase one involved installing all necessary chargers to meet the needs of its current EVs along with the necessary utility upgrades at municipal facilities. Phase one chargers are targeted at City Hall and Contractors Road. Phase two would cover all remaining power upgrades to municipal facilities and the installation of EV charging infrastructure to connect additional EV chargers as more EVs are phased into the future fleet.

Budget and Procurement

The SUS-09 Decarbonization Roadmap Project has \$350,000 budgeted for FY25. The proposal from InCharge Energy, Inc. (InCharge) to provide engineering, design, and installation services is \$141,331.12.

In September of 2024, the Sustainability Department solicited quotes through purchasing cooperatives for the phase one EV charger design, construction and installation at City Hall and Contractors Road. These locations align with the municipal facilities that have received electric vehicles in FY25, which include two Ford eTransit Vans and three Chevy Silverado EVs. The Sustainability Department and Public Works Department collaborated during this process across the site walks, site selections, and installation options.

InCharge's proposal under the applicable Sourcewell Cooperative Purchasing Agreement is \$141,331.12. Staff believes the proposal, based on competitive prices, is in line with costs of similar scope. Staff believe the proposal is sound and is reflective of the current cost environment. The Sustainability Department is recommending the award for the design, engineering and installation agreement to InCharge Energy, Inc. for the proposed amount.

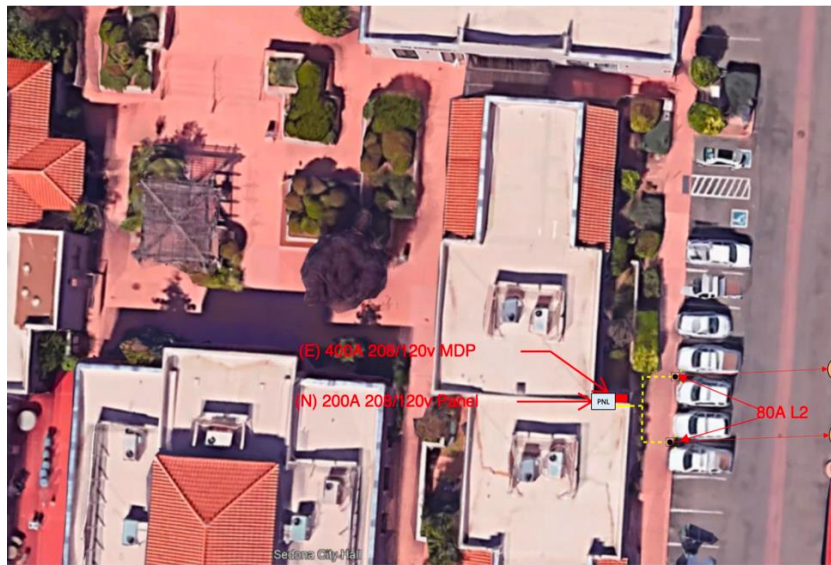
Project Locations and Scope

City Hall Scope:

- Provide and install (2) ICE-80A Pedestal Mounted AC Chargers to a location across the parking lot and under the adjacent carports.
- Provide and Install new 200A 208V new sub panel
- Install 200A 208V breaker to feed new panel in existing 400A 208V Panel
- Install (2) 100A 208V Breakers to feed new AC Chargers
- Provide and install Conduit/Wire
- Includes permitting and engineering
- Includes Civil Work: Concrete Pads, Trenching, Underground PVC

- Install Protective Bollards

City Hall Aerial View of Install Location:



Contractors Road Scope:

- Provide and install new 400A 208V new Main Panel replacing existing 200A Service (requires utility shutoff and service/meter upgrade – by others)
- Provide and install new 400A 600V Disconnect
- Install 200A 208V breaker to feed new panel in existing
- Install (2) 100A 208V Breakers to feed new AC Chargers
- Provide and Install (2) ICE-80A wall mounted AC Chargers
- Provide and install Conduit/Wire
- Includes Permitting and Engineering

City Hall Aerial View of Install Location:



Project Summary

The proposed project aligns with established city climate action, sustainability, and decarbonization goals. Installation at the identified locations will help the municipal fleet transition to zero emissions vehicles, facilitate additional EV uptake, and meet current departmental EV infrastructure needs. The proposed project builds upon previous EV charging initiatives and decarbonization planning efforts.

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

In line with city fleet electrification listed in both the Climate Action Plan and the Municipal Sustainability Plan. The Climate Action Plan states that the city is committed to transitioning its light duty passenger vehicle fleet to all electric by 2030.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s):

Option 1: Council could deny the linking agreement with InCharge Energy Inc.

Option 2: Council could request edits be made to the linking agreement with InCharge Energy Inc.

Option 3: Council could request staff resolicit vendors for the installation of phase one EV chargers.

MOTION

I move to: approve a linking agreement with InCharge Energy Inc. for the design, engineering, permitting, and installation of EV chargers in the amount not-to-exceed \$141,331.12.

**LINKING AGREEMENT
FOR
THE CITY OF SEDONA**

THIS LINKING AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and **InCharge Energy, Inc.**, a Delaware Corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 18, 2023 Sourcewell entered into a contract with Contractor to purchase the goods and services described in Contract #051123 for Fleet Electrification Transition Planning, Management, and Related Services ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The initial period of this Agreement is the period from the Effective Date of this Agreement until **June 31, 2025**, or at such time as the work in the Scope of Work is completed, whichever occurs first. Renewals of this Agreement are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.
- 2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this

Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **One Hundred Forty-One Thousand Three Hundred Thirty-One Dollars and Twelve Cents (\$141,331.12)**.
- C. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by the City. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the items billed.

4. Cancellation; Termination.

- A. Either party may voluntarily terminate and cancel this Agreement effective upon the expiration of thirty (30) calendar days' notice provided to the other.
- B. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
- C. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

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

limiting the scope of the indemnity in this Section.

6. **Insurance.** The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City, or greater coverages as may be required by the Cooperative Purchasing Agreement. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 15 of this Agreement for review and approval by the City.** The Certificate shall identify this Contractor and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident \$1,000,000.00 each accident

Bodily Injury by disease \$1,000,000.00 policy limit

Bodily Injury by disease \$1,000,000.00 each employee

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

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

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

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

The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability.

7. **Non-Assignability.** Neither this Agreement, nor any of the rights or obligations of the parties

hereto, shall be assigned by either party without the written consent of the other.

8. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
9. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.
10. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
11. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.
12. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
13. E-verify. Contractor agrees to comply with all federal and state immigration laws including but not limited to A.R.S. § 23-214 and A.R.S. § 41-4401.
14. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

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

CITY: City of Sedona
Attn: Bryce Beck, Sustainability Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONTRACTOR: InCharge Energy, Inc.
Attn: Chase Johns
3800 North Central Ave, Suite 460
Phoenix, AZ 85012

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

INCHARE ENERGY, INC.

Anette Spickard, City Manager

By:_____

Printed Name: _____

Title:_____

ATTEST:

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

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A
Cooperative Purchasing Agreement

[InCharge Energy: Contract 051123-INC | Sourcewell](#)

(<https://www.sourcewell-mn.gov/cooperative-purchasing/051123-INC>)

EXHIBIT B
Scope of Work

InCharge Energy, Inc.
Proposal (26 Pages)



Scope:

- Provide and install (2) ICE-80A Pedestal Mounted AC Chargers to alternate location across the parking lot.
- Provide and Install new 200A 208V new sub panel
- Install 200A 208V breaker to feed new panel in existing 400A 208V Panel
- Install (2) 100A 208V Breakers to feed new AC Chargers
- Provide and install Conduit/Wire
- Includes permitting and engineering
- Includes Civil Work: Concrete Pads, Trenching, Underground PVC
- Install Protective Bollards

Exclusions/ Site Specific Conditions:

- Unforeseen conditions
- Striping asphalt
- Load study *Assumes existing service will be sufficient to support new ev loads. Load study has not been completed.

*The current market for commodities is very volatile. All copper, aluminum, PVC, and steel pricing is based on current market pricing for commodity materials as of the date of this proposal, and no contingency is carried for commodities market pricing escalation. Additional costs will apply in the event of market-based commodity materials pricing escalation. Pricing is valid for 30 days from the date listed on the proposal.



In-Charge Energy, Inc.
11625 Busy St, N. Chestfield, VA 23236
1433 5th St, Santa Monica, CA 90401
sales@inchargeus.com
(833) 772-GOEV
www.inchargeus.com

PROJECT NAME: City of Sedona City Hall Opt 2
PROJECT SITE ADDRESS: 102 Roadrunner Dr
PROJECT CITY/STATE: Sedona, AZ 86326

DESIGNER: Eric Reynolds
sales@inchargeus.com

SCALE:
REVISION DATE:
REVIEWED BY:

SHEET TITLE:

AS NOTED
10/7/2024

PROJECT SITE LAYOUT

SOLUTION#
EJR092624-2
SHEET NUMBER:

E101



Company Address :

1433 Fifth Street
Santa Monica CA90401
US

INCHARGE ENERGY, INC.,

Name: Chase Johns
Phone: (858) 361-9054
Email: chase.johns@inchargeus.com

InCharge Contract: #051123-INC
Quote # Q-09479-1
Expiration Date 12/31/2024

Customer & Site Information

Account Name : City of Sedona
Contact Name : Zach Schwarz
Contact Phone : 928-203-5123
Contact Email : zschwarz@sedonaaz.gov

Site Name: City of Sedona
Site Street: 102 Roadrunner Dr
Site City: Sedona
Site State: AZ
Site Zipcode: 86336

Subscription Term : 60

Start Date : 10/30/2024

End Date :

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1	INST-CUSTOM	Scope: Install (2) ICE-80A Pedestal Mounted AC Chargers to alternate location across the parking lot. - Provide and Install new 200A 208V new sub panel - Install 200A 208V breaker to feed new panel in existing 400A 208V Panel - Install (2) 100A 208V Breakers to feed new AC Chargers - Provide and install Conduit/Wire - Includes permitting and engineering - Includes Civil Work: Concrete Pads, Trenching, Underground PVC - Install Protective Bollards Cost + 25% Exclusions/ Site Specific Conditions: Unforeseen conditions - Striping asphalt - Load study *Assumes existing service will be sufficient to support new ev loads. Load study has not been completed.	\$50,508.50	0.00	\$50,508.50
1	SVS-ENG-PM	Design Engineering, Drawings, Permit Fees, Project Management, Mobilization Cost + 25%	\$8,765.63	0.00	\$8,765.63
2	PLACEHOLDER-CHARGER		\$0.00		\$0.00
2	INC-L2SMART	InControl Smart for L2 Chargers. Renewal required after term expiration.	\$228.00		\$1,824.00

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
2	INC-ADDON-DATA	InControl Data Plan to ensure connectivity - Cellular Data 4G/5G. Renewal required after term expiration.	\$120.00		\$1,200.00
1	INC-SETUP	One-time software, hardware configuration and setup fee for the InControl portal (per site)	\$499.00		\$499.00
2	ESA-ACP-B2B-V2	ACL2 Pedestal with Single or Back to Back Mounting (ADA Compliant)	\$878.00	10.00	\$1,580.40
2	SHIP-ACL2-PED	Ground Shipping Costs for one ACL2 Charger Pedestal	\$250.00		\$500.00

TOTAL:	\$64,877.53
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Net Total:	\$64,877.53
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Quote Terms

By signing, you are agreeing to the detailed proposed project scope terms and conditions.
Methods of acceptable payments are ACH and wire transfer.

An Advance Payment of Fifty percent (50%) of the pre-tax total is due upon receipt of the signed agreement.
A progress payment of Forty percent (40%) of pre-tax total is due upon shipment of hardware. Remaining balance including taxes are due Net 30 after commissioning. Below payment terms are contingent upon credit approval.

Line items may be combined and will be issued based upon progress/completion of the proposed project and will be outlined in Scope of Work.

	Advance Request (No sales tax included)		Progress Invoice (No sales tax included)		Final Invoice with Sales Tax for Total Amount	
	Payment	Due	Payment	Due	Payment	Due
Equipment Only	50%	Upon Issuance of PO to InCharge (Seller)	40%	Net30 after delivery of charging hardware	Remaining Balance (including tax)	Net30 after the earliest of: (i) commissioning of equipment, (ii) 90 days after date of shipment, or (iii) first use of equipment for charging session.
Equipment, and Installation (Bolt Down)	50%	Upon Issuance of PO to InCharge (Seller)	40%	Upon shipment of hardware	Remaining Balance (including tax)	Net30 after the earliest of: (i) commissioning of equipment, (ii) 90 days after date of shipment, or (iii) first use of equipment for charging session.
Equipment, Site Work, and Installation (Turnkey)	50%	Upon Issuance of PO to InCharge (Seller)	40%	Upon shipment of hardware	Remaining Balance (including tax)	Net30 after tax and commissioning of the equipment
Software Subscriptions	100%	*Applies to renewals only	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30
Warranty Renewals	N/A	N/A	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30
Quotes equal to \$5,000 or less	N/A	N/A	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30

*TAX CERTIFICATES STATUS REQUIREMENT

Terms & Conditions

PURCHASE ORDER TERMS AND CONDITIONS

For All Product Sales:

1. Buyer Obligations. Buyer is responsible for ensuring that all electrical distribution, electrical equipment, and feed wiring at its Site(s) are installed per the National Electric Code (for US Installations) and Canadian Electrical Code CSA 22.1 requirements (for Canadian Installations), local Authorities Having Jurisdiction (AHJ) and manufacturer requirements and installation instructions, including installation clearances. Failure to adhere to these requirements may void the Seller Warranty at Seller's sole discretion, and/or result in additional costs (if Seller is requested to perform Services).

a. "Authorities Having Jurisdiction" or "AHJ" is defined as the organization(s) responsible for all relevant codes and standards where the installation takes place.

b. Seller will provide the installation instructions for the equipment; in the event that these instructions are not received by Buyer, please contact the designated InCharge project representative.

2. Inspection Procedures

a. Buyer should check that the packaging is intact and free from any signs of mishandling during shipment.

b. Buyer should inspect the Goods (including charging equipment (each, a "Charger") any auxiliary equipment, such as extra cables, pedestals, cable retractors, wall mounting brackets, etc.) for any visible damage, such as scratches, dents, tears, visible impacts, cracks or broken parts, with particular attention to critical components like display screens, electrical connections and cables.

c. Buyer should verify that the product quantity, labeling and markings on the Seller Goods match the freight shipping materials, including model number(s), quantities, specification(s) and any handling instructions.

d. In the event of any damage, Buyer shall notify Seller within the Inspection Period as follows:

Buyer shall include clear and visible photos (e.g. one photo for each side of the Charger) of all the damaged equipment and the Bill of Lading (BOL) and email to shipping@inchargeus.com. Please include the Buyer name and other order details in the email.

e. If Buyer does not notify Seller within this time period of any damage, Buyer assumes full liability for any damage to the Goods; any replacement and/or repair costs for these items will be at Buyer's expense.

When "Bolt-down" is included:

1. Permitting:

a. Buyer is responsible for all work, including any AHJ approvals, performed up to the outgoing disconnect.

b. In the event that Seller identifies any deficiencies, defective or damaged work, or non-code compliant work that may impact the operation of the Charger, Seller may not be able to perform the boltdown until such time as this work is corrected. Any additional mobilization/demobilization costs will be charged to Buyer.

2. Chargers and Auxiliary Equipment

a. Upon arrival at the Site for the boltdown, Seller will meet with Buyer to verify the condition of the Chargers and auxiliary equipment.

b. If any damage is noted to the shipping container and/or Charger or auxiliary equipment, Seller will notify Buyer of the identified issue(s) and make a recommendation for corrective action(s), if any, before taking possession from the Buyer for the installation.

c. Buyer is responsible for any recommended corrective actions identified by Seller, which may include the purchase of a new Charger and/or auxiliary equipment as needed.

d. Buyer will be responsible for any additional mobilization/remobilization charges that may be required for any delays associated with damaged chargers and auxiliary equipment.

e. If no damage is identified, Seller shall take possession of the Chargers and auxiliary equipment until Chargers are fully commissioned by Seller.

f. Upon the issuance of the InCharge Commissioning JotForm, the Charger and auxiliary equipment shall return to full possession of Buyer.

When "Commissioning" is included:

1. Note: Buyer shall not energize the Charger before the InCharge commissioning process; doing so may result in damage to the unit and/or invalidation of the warranty.

2. Buyer shall inform Seller of site readiness through the following procedure:

a. Buyer agrees to have a qualified or licensed electrician complete the Site Readiness form and send back to Seller with at least three (3) availability times for their qualified or licensed electrician to perform a virtual site readiness review of the installation with InCharge's team. Failure to provide a completed Site Readiness Form may result in delays to the commissioning process.

b. Following approval of the Site Readiness Form, Seller will dispatch a commissioning team to the Site at an agreed upon time. If there is any non-compliance by Buyer or deviations from these requirements, Seller may, in its sole discretion, recommend that Buyer take certain corrective action(s) in order to comply with the Charger installation instructions and warranty requirements. Any additional mobilization/demobilization or commissioning costs associated with non-compliance will be charged to Buyer.

When "Turnkey" is included:

1. Previous Work:

a. The Seller Quote assumes that all previous relevant work performed on the Buyer site (by others) was performed in accordance with the relevant Authority Having Jurisdiction (AHJ) and National Electric Code (for US Installations) and Canadian Electrical Code CSA 22.1 requirements (for Canadian Installations).

b. In the event that the AHJ notifies Seller of any previous deficiencies that need to be corrected/amended, and or Seller identifies any previous deficiencies, defective or damaged work, or non-code compliant work, these corrections/amendments/modifications may be subject to a Change Order by Seller for equitable adjustment(s) for any associated engineering and/or construction and/or electrical equipment costs, as the case may be. These adjustments will be subject to a Change Order by InCharge to the Customer.

c. Unless otherwise noted, the Seller Quote does not account for sub-surface and or environmental conditions or non-visible (including behind electrical panels) electrical wiring or equipment components. Any resulting adjustments will be subject to a Change Order by Seller to the Buyer.

2. Engineering

a. All Engineering Drawings will be based on the Conceptual Design that is part of the signed Quote. Any deviations from this Conceptual Design shall be subject to a Change Order to the Buyer by the Seller.

b. If Stamped Engineering Drawings are part of the Quote, Seller will provide the Stamped Engineering Drawings (Issue for Permit Set) to the Buyer upon issuance to the AHJ. Buyer approval will be assumed within five (5) business days of receipt of notification by InCharge unless otherwise noted in writing to Seller within the five (5) business day timeframe.

c. Upon approval of all Engineering Drawings by the AHJ and/or Utility, InCharge will provide the Issue for Construction (IFC) set to Customer.

d. Upon receipt of full payment for Engineering Drawings as specified in the Quote, Seller shall transfer all right, title and ownership of such Engineering Drawings to Buyer.

e. Buyer agrees that Seller has no responsibility for use of the Engineering Drawings other than in connection with the Services set forth in the Quote, and Buyer shall indemnify Seller for any such use, including with respect to any modifications or alterations made to such plans, and any use of such plans for other projects or at other locations.

In addition, Buyer acknowledges that Seller is utilizing Seller's intellectual property rights in connection with its performance of the Services and the creation of Engineering Drawings, and Seller retains all rights, title, and interest in and to all intellectual property rights, related know-how, and other proprietary rights that it owns or otherwise controls whether before, during or after the performance of the activities under this Agreement, and Seller is not restricted from using any of the general skills, experience, knowledge acquired as a result of the performance of the Services.

3. Permitting and Utility Coordination

a. In the event of any additional AHJ imposed additional requirements beyond application submission and typical online responses (i.e., in person town meetings, additional drawings/surveys/civil/design calculations), Seller will notify the Buyer of the AHJ or Utility additional requirements and anticipated costs and time impact, which will be subject to a Change Order to the Buyer on a time and materials basis for all costs incurred. Seller will notify the Buyer of any additional related costs once known with a Change Notice. Seller will assume approval from Buyer within five (5) business days of Change Notice receipt unless Buyer notes otherwise in writing to Seller.

b. Any utility upgrade costs and or expediting fees related to utility connection (i.e., utility tie into Buyer property) will be paid by the Buyer and are not covered under this agreement, unless otherwise noted. Seller may assist the Customer in processing these payment(s), which may result in a Change Order from InCharge to the Customer for the payment amount plus any additional time and materials spent process payment.

4. Electrical Equipment (Non-Ev-Chargers such as Switchboards, Panels, Disconnects, etc.)

a. Electrical Equipment lead times and costs identified in the Agreement are indicative until final approval of the Issue for Permit Set by the AHJ and Utilities; upon final approval by the relevant AHJ and/or Utilities, the Electrical Equipment lead times and costs will be finalized by Seller. Any additional Electrical Equipment costs and delays may result in a Change Order from InCharge to the Customer.

b. The AHJ and or Utility may require additional modifications other than what was presented in the Agreement that could not have been foreseen by Seller at the time. Any such additional modification will be subject to a Change Order by Seller to the Customer.

c. Any Buyer request to return Electrical Equipment shall be considered at the discretion of Seller and may be subject to Seller cancellation fee(s) and/or restocking fees.

5. Electrical Equipment Delivery and Storage

a. Unless otherwise stated under the Agreement, the Buyer agrees to follow the "Product Sales - Inspection Procedures" noted above.

b. Unless otherwise stated under the Agreement, the Buyer agrees to receive and store any Electrical Equipment in a safe and secure location on the Buyers site until such time as such Electrical Equipment is ready for installation/use.

6. Turnkey Warranty

a. Unless otherwise noted under the Agreement, and separate from the Charger warranty, Seller provides a two (2) year warranty for all latent construction defects from the date of the initial Charger Commissioning Date.

7. Dispute Resolution

a. Notwithstanding any inconsistent Governing Law provisions of the Terms & Conditions, in the event of a dispute where Turnkey Services are provided, the parties agree to pursue Arbitration within the state of the project location, unless otherwise agreed in writing by both parties, under the American Arbitration Association (AAA) Rules and Mediation Procedures currently in place as of the signature of the Agreement. Such arbitration shall be conducted by a single arbitrator. The prevailing party shall be entitled to reasonable attorneys' fees and costs, reasonable arbitration fees and costs, including administrative fees and costs of arbitrator and the arbitrator's reasonable hourly fees and costs and reasonable expert fees and costs as determined by the arbitrator. Judgment upon the decision of the arbitrator may be entered in any court having jurisdiction thereof.

INCHARGE QUOTATION TERMS AND CONDITIONS

1. Document Components.

(a) The face of the sales quote (the "Quotation") to which these Terms and Conditions (these "Terms") are attached set forth certain details regarding the purchase (as applicable, the "Purchase") of certain goods ("Goods"), software, and/or services ("Services", and together with Goods, the "Goods and Services"). (i) The Quotation, (ii) these Terms, (iii) additional terms associated with particular Goods and Services that are referenced on or attached to the Quotation or these Terms (a "Referenced Document"), and (iv) any other document mutually executed and delivered by Buyer and Seller that expressly covers the Purchase of the Goods and Services but that is not referenced on the Quotation (an "Unreferenced Document") constitute the entire agreement between Buyer and Seller with respect to the Purchase referenced on the Quotation ((i), (ii), (iii) and (iv) together, this "Agreement").

(b) In the event of any conflicting provision(s) among components of this Agreement, the following order of priorities shall govern (in descending order of priority): (i) the description of the Goods and Services and the amount and timing of the payment in respect of the Purchase, each as set forth on the Quotation, (ii) a Referenced Document, (iii) an Unreferenced Document, but only to the extent that Buyer and Seller mutually agree that such Unreferenced Document was intended to cover the Purchase of the Goods and Services described on the Quotation, and (iv) these Terms.

2. Parties.

The entity listed as the "Buyer" on the Quotation identified as the purchaser of the Goods and Services is the "Buyer". InCharge Energy, Inc. is the "Seller".

3. Offer and Acceptance; Other Terms Not Binding; Expiration Date.

(a) The issuance of any quote by Seller is an offer by Seller to sell and provide the Goods and Services, and such offer is expressly conditioned upon Buyer's acceptance of these Terms.

(b) An acknowledgement of this Agreement by Buyer (including execution of the Quotation) operates as an acceptance of Seller's offer upon these Terms even if such acknowledgement states terms and conditions (the "Acknowledgement's Terms") that are additional to or different from these Terms.

(c) Any terms and conditions stated in the Acknowledgement's Terms and any other terms and conditions contained in a purchase order or other Buyer document, are explicitly rejected and shall not be binding upon Seller except to the extent Seller has (i) specifically executed and delivered a document in which such terms and conditions are explicitly agreed upon.

(d) The Quotation will be valid until the occurrence of the Expiration Date listed on the Quotation, or if not specified, 30 days from the Quote Issue Date.

4. Additional Terms

(a) The Goods and Services will be subject to such additional Referenced Documents as referenced in or attached to the Quotation or these Terms.

(b) Goods described in the Quotation may reference certain written specifications (the "Specifications") and are subject to applicable manufacturer warranties.

(c) If any software or software-as-a-service is referenced on the Quotation or incorporated into or any goods provided by Seller, then Seller hereby grants to Buyer a non-transferable, non-exclusive, paid-up, worldwide license to access, use, duplicate, display and benefit from such software for the period of the term stated on the Quotation, which shall

(d) If any maintenance or support for any goods or software is referenced on the Quotation, then Seller shall provide to Buyer such maintenance and support in accordance with its then-current standards, commencing upon commissioning of the associated equipment.

5. Delivery; Transfer of Title; Site Access.

(a) Delivery is deemed to have occurred as follows, unless otherwise agreed in writing: (i) in respect of Goods, when the goods are delivered to Buyer's specified destination; (ii) in respect of software and/or other licensed rights, when the subject software and/or rights are made available to Buyer for use or download; and (iii) in respect of other Services, upon Seller providing the applicable services (in each case of (i)-(iii) above, the "Delivery"). Where the date of Delivery of the Goods and Services is to be specified after the placing of the Purchase, Seller shall give Buyer reasonable notice of the expected Delivery date. Transfer of title and risk of loss of Goods provided hereunder occurs upon Delivery. Delivery dates are contingent upon Buyer's timely approval and satisfaction of any Delivery conditions required for Seller's performance hereunder; failure of Buyer to satisfy such Delivery conditions may result in additional charges and fees.

(b) For any Services purchased by Buyer requiring the on-site presence of Seller or its agents, Buyer shall ensure Seller's personnel and subcontractors have appropriate access to the site (each a "Site") for Service Delivery. Buyer acknowledges and agrees that it shall be responsible for securing the Sites and ensuring access as a Delivery condition; failure to do so will incur fees at Seller's standard rates.

6. Inspection and Acceptance.

Buyer shall inspect Goods within five (5) business days of Delivery ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any physical damage or nonconformance with the Specifications ("Nonconforming Goods") during the Inspection Period and furnishes such documentation as reasonably required by Seller. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. In either case, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replaced Goods at the original specified destination. Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for the delivery of Nonconforming Goods

7. Payment Terms.

Payment for Good and Services shall be in accordance with the listed Payment Terms and via the ACH (Automated Clearing House) payment method. If no such terms are specified, then Buyer shall pay Seller within thirty (30) days after due date specified in an invoice for the Goods and Services (or if none is specified, the date such invoice is delivered). If Buyer fails to timely make any payment hereunder, a late fee applicable to all amounts owed hereunder shall apply in an amount equal to 1.5% per month or the maximum amount allowable by applicable law, whichever is less.

8. Taxes.

The term "Local Taxes" means all local, state, regional, VAT, GST, excise, sales and use taxes, but excludes any taxes related to Seller's income, assets, or obligations as an employer. Buyer will be responsible for all Local Taxes owing in connection with the sale and purchase of the Goods and Services. If Buyer qualifies for any tax exemption or holds a direct payment permit, Buyer will upon purchase order placement, provide the relevant government authorized certificate or exemption permit.

9. Warranties.

Seller represents, warrants to Buyer that: (a) Goods and Services furnished hereunder are free from all third party claims, encumbrances or liens and Seller has all title, right and permissions necessary to fulfill its obligations under this Agreement; (b) Goods will conform to the Specifications in all material respects, and be subject to the applicable written warranty, if any, provided by Seller; and (c) Seller shall perform all services with appropriately qualified and trained personnel.

10. Compliance with Laws.

Each party will comply with all applicable laws, ordinances, regulations, rules, orders, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction in connection with this Agreement and the purchase and sale of the Goods and Services.

11. Changes or Cancellation.

(a) After its acceptance of this Agreement, neither party may modify or cancel in whole or in part this Agreement, including the sale and purchase of the Goods and Services, except as may be approved in writing by both parties in a change order ("Change Order") or as set forth below. The Change Order shall describe the scope of the additional work or change, the cost to be added or subtracted, and any effect the Change Order will have on the schedule or payments.

(b) Buyer-Initiated Change Orders. If Buyer wishes to modify the agreement, Buyer shall submit a change notice ("Change Notice") to Seller with a description of the proposed change(s). Seller shall review the Change Notice and determine the likely time and cost impacts for review by the Buyer. Upon approval by the Buyer, the Seller will issue a Change Order to the Seller, which once approved by both parties, shall amend the Agreement.

(c) If Seller does not agree to the Change Order, then the parties shall proceed with the original work unless conditions do not allow Seller to complete the work;

In the event of a termination without cause by Buyer or other breach of this Agreement, Seller shall be entitled to all available remedies including, but not limited to cancellation fees and expenses.

(d) Seller-Initiated Change Orders. Seller may present to Buyer a Change Order reflecting increased pricing and/or other changes in the following circumstances: (i) Cost Increases. For any work that has not been performed within a period of [three (3) months] from the Quote date (excepting Seller caused delays), Seller may request a Change Order for increases in the cost of equipment, materials or labor outside of Seller's reasonable control, including (without limitation) due to market price fluctuation. (ii) Third Party Changes or Unforeseen Conditions. At any time, if a site audit, third party requirements or modifications (such as utilities or Authorities Having Jurisdiction), material changes in conditions or discovery of unforeseen site conditions, inability to access the site, safety concerns or adverse weather reveal the need for changes to the schedule or scope of work, Seller may request a Change Order reflecting such changes.

(e) In the event of a Seller-initiated Change Order, Buyer will have the right to accept the Change Order reflecting the new price, or reject the Change Order, within five (5) business days of receipt. If Buyer rejects the Change Order within five (5) business days of receipt, Seller shall have the right to either continue with the work absent the Change Order, or terminate this Agreement, in which case Buyer shall be responsible for all work performed and reasonable compensation for costs incurred and not reasonably able to be mitigated in anticipation of work to be performed. If Buyer fails to reject the Change Order in writing within such period, the Change Order shall be deemed accepted by the Buyer and the Seller will issue an executed Change Order to the Buyer.

(f) Notwithstanding this provision, Seller shall have the right to substitute equipment or materials in the project without Buyer's agreement, so long as that substitution adds no extra cost and does not detrimentally affect the project in any material respect.

12. Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR DATA, OR USE, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE GOOD AND SERVICES, EVEN IF SELLER OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO, AND SPECIFICALLY DISCLAIMS ALL, EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GOODS AND SERVICES AND USE OF THE GOODS AND SERVICES (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT ANY GOODS OR SERVICES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE ERROR-FREE.

SELLER'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER UNDER A CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER HEREUNDER.

13. Indemnification.

Buyer shall indemnify, defend, and hold harmless Seller and its directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, direct or indirect, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by the Indemnified Parties, arising out of or resulting from any claim arising from or in connection with: (a) any property damage, personal or bodily injury, death, or damage to real or tangible personal property caused by Buyer's acts or omissions; (b) any alleged breach, violation or non-fulfillment of any representation, warranty, or covenant under this Agreement by Buyer; and (c) any negligent or willful misconduct of Buyer. The investigation, settlement, and defense of such claims shall be at Buyer's sole cost and expense and subject to Seller's reasonable approval of counsel. Buyer will not enter into any settlement that imposes any liability or obligation on an Indemnified Party without such Indemnified Party's prior written consent.

14. Governing Law and Jurisdiction.

All matters and legal proceedings arising out of or related to the transactions contemplated by this Agreement; the negotiation, making, validity, interpretation or enforcement of this Agreement; and all related matters between the parties on behalf of themselves and their respective representatives: (i) are governed by the laws of the State of California, without reference to any conflict of laws principles or the choice of law doctrine and (ii) shall be exclusively brought in the state courts of the State of California or the federal courts of the United States of America, in each case located in the County of Los Angeles (together, the "Specified Courts"). The parties irrevocably (i) submit and consent to the exclusive jurisdiction and venue of the Specified Courts and waive any objection now or hereafter to the propriety or convenience of such venues, and (ii) waive any rights they may have to a trial by jury or the determination of any factual issues by a jury.

In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party, including, without limitation, such reasonable fees and expenses of attorneys, accountants, and collections agents. In addition, Buyer shall pay to Seller all costs of enforcing Seller's rights, and collecting amounts owed to it, under this Agreement whether such attempts at enforcement or collection be made by suit, in bankruptcy, or otherwise.

15. Miscellaneous.

- (a) This Agreement supersedes any prior understanding or written or oral agreement(s) between the parties and constitutes the entire agreement between Buyer and Seller with respect to the Purchase of the Goods and Services described on the Quotation.
- (b) Any amendment, modification, extension, release, discharge or waiver of this Agreement is not binding upon either party except to the extent such party has specifically executed a document in which the same is explicitly agreed upon.
- (c) Unless otherwise set forth in this Agreement, all notices, requests, demands and other communications hereunder must be in writing and are deemed given on the date of delivery, and delivered to the applicable party at the name and address of such party set forth on the Quotation, as updated from time to time.
- (d) Nothing herein creates or shall be deemed to create a partnership, joint venture, relationship of employment, agency, or other association between the parties.
- (e) No waiver of a breach of any provision hereof constitutes a waiver by either party of any other breach or of any other provision. If any provision of this Agreement is held to be invalid, the remainder of this Agreement remains in full force and effect.
- (f) Neither this Agreement nor any interest under it may be assigned by either party without the other party's prior written consent.

ADDENDUM ON CREDITS AND CHARGING DATA

Buyer agrees that all Environmental Credits (defined below) shall be the property of Seller or its affiliates and assigns. Seller shall have the exclusive right to sell, transfer, grant, convey or assign the Environmental Credits to any other person, in Seller's sole discretion. Buyer shall fully cooperate with Seller in the execution of any document or task related thereto, including signing authorizations, transfers or other documents needed to obtain or transfer any Environmental Credits.

"Environmental Credits" means any and all mandatory or voluntary federal, state or local low carbon fuel, emissions reduction or similar credits, rebates, subsidies, incentive payments or any other benefits or incentives related to the environmental characteristics of the electric vehicle charging system that the Good and Services are related thereto, whether existing as of the date hereof or enacted thereafter.

NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets.

(b) The InCharge Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both you and InCharge (but only one party). You agree that InCharge may claim available LCFS credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits. If, after receiving such consent, you intend to claim LCFS credits, you will be solely responsible for the reporting and other administrative obligations necessary to generate such credits.

NOTICE TO OREGON CUSTOMERS.

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the InCharge Platform, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, InCharge is able to help Oregon track the growing use of electric vehicles in the state, for which InCharge will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either you or InCharge, but not by both. You agree that InCharge may claim available OCFP credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits. If, after receiving such consent, you intend to claim OCFP credits, you will be solely responsible for the reporting and other administrative obligations necessary to generate such credits.

NOTICE TO CUSTOMERS IN OTHER STATES.

To the extent other states adopt programs similar to California's LCFS program or the OCFP, InCharge intends to deal with the credits generated under such programs in the same manner as it deals with the LCFS credits and the OCFP credits. To the extent any such credits may be claimed by either you or InCharge, but not both parties, you agree that InCharge may claim such credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits.

NOTICE REGARDING RIN DATA.

InCharge will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by InCharge from centrally networked charging stations to be utilized in a process to generate an environmental credit called a Renewable Identification Number ("RIN") under the Renewable Fuel Standard program. InCharge must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. You confirm that you will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between you and InCharge, InCharge has the exclusive right to use the RIN Data for the purpose of RIN generation.

THIS QUOTE IS GOVERNED BY THE FOLLOWING AGREEMENTS, AS APPLICABLE:

- ADDITIONAL TERMS AND REQUIREMENTS
- INCHARGE QUOTATION TERMS AND CONDITIONS
- PAYMENT TERMS

Signature: _____ Effective Date: _____

Name: _____ Title: _____

INVOICING INFORMATION

In-Charge is instructed to invoice this project and perform work or supply services as outlined in the proposal scope of work above:

Company's Sourcewell ID: _____

Company's Full Billing Name: _____

Billing Street Address: _____

City: _____ State: _____ Zip: _____

Account Payable Contact First Name: _____

Account Payable Contact Last Name: _____

Account Payable Email: _____

Phone: _____

Tax Exempt Y/N(Certification Required): _____ PO Number (If Required): _____



Scope:

- Provide and Install new 400A 208V new Main Panel replacing existing 200A Service (requires utility shutoff and service/meter upgrade - by others)
- Provide and install new 400A 600V Disconnect
- Install 200A 208V breaker to feed existing electrical
- Install (2) 100A 208V Breakers to feed new AC Chargers
- Provide and install (2) ICE-80A wall mounted AC Chargers
- Provide and install Conduit/Wire
- Includes permitting and engineering

Exclusions/ Site Specific Conditions:

- Unforeseen conditions
- Striping asphalt
- Load study *Assumes existing service will be sufficient to support new ev loads. Load study has not been completed.
- Utility fees
- Primary/Secondary service feed
- Utility poles
- Utility transformer and new Meter if required

*Proposal assumes new service location is accepted by utility. Additional cost will be determined once utility company provides their SOW. If Utility can add second line in addition to current connection will need to do a change order for the new scope.

*The current market for commodities is very volatile. All copper, aluminum, PVC, and steel pricing is based on current market pricing for commodity materials as of the date of this proposal, and no contingency is carried for commodities market pricing escalation. Additional costs will apply in the event of market-based commodity materials pricing escalation. Pricing is valid for 30 days from the date listed on the proposal.



In-Charge Energy, Inc.
11625 Busy St, N. Chestfield, VA 23236
1433 5th St, Santa Monica, CA 90401
sales@inchargeus.com
(833) 772-GOEV
www.inchargeus.com

PROJECT NAME: City of Sedona Contractors Row
PROJECT SITE ADDRESS: 2070 Contractors Rd
PROJECT CITY/STATE: Sedona, AZ 86336

DESIGNER: Eric Reynolds
sales@inchargeus.com

SCALE:
REVISION DATE:
REVIEWED BY:

AS NOTED
9/30/2024

SOLUTION#
EJR092624-1
SHEET NUMBER:

SHEET TITLE: PROJECT SITE LAYOUT

E101



Company Address : 1433 Fifth Street
Santa Monica CA90401
US

INCHARGE ENERGY, INC.,

Name: Chase Johns
Phone: (858) 361-9054
Email: chase.johns@inchargeus.com

InCharge Contract: #051123-INC
Quote # Q-09337-1
Expiration Date 12/31/2024

Customer & Site Information

Account Name : City of Sedona
Contact Name : Zach Schwarz
Contact Phone : 928-203-5123
Contact Email : zschwarz@sedonaaz.gov

Site Name: City of Sedona
Site Street: 102 Roadrunner Dr
Site City: Sedona
Site State: AZ
Site Zipcode: 86336

Subscription Term : 60

Start Date : 4/30/2025

End Date :

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1	INST-CUSTOM	Scope: - Provide and Install new 400A 208V new Main Panel replacing existing 200A Service (requires utility shutoff and service/meter upgrade - by others) - Provide and install new 400A 600V Disconnect - Install 200A 208V breaker to feed existing electrical - Install (2) 100A 208V Breakers to feed new AC Chargers - Provide and install (2) ICE-80A wall mounted AC Chargers - Provide and install Conduit/Wire - Includes permitting and engineering Cost + 25% Exclusions/ Site Specific Conditions: - Unforeseen conditions - Striping asphalt - Load study *Assumes existing service will be sufficient to support new ev loads. Load study has not been completed. - Utility fees - Primary/Secondary service feed - Utility poles - Utility transformer and new Meter if required *Proposal assumes new service location is accepted by utility. Additional cost will be determined once utility company provides their SOW. If Utility can add second line in addition to current connection will need to do a change order for the new scope.	\$61,027.89	0.00	\$61,027.89
1	SVS-ENG-PM	Design Engineering, Drawings, Permit Fees, Project Management, Mobilization Cost + 25%	\$10,862.50	0.00	\$10,862.50
1	ESA-ACP-B2B-V2	ACL2 Pedestal with Single or Back to Back Mounting (ADA Compliant)	\$878.00	10.00	\$790.20
1	SHIP-ACL2-PED	Ground Shipping Costs for one ACL2 Charger Pedestal	\$250.00		\$250.00
2	PLACEHOLDER-CHARGER		\$0.00		\$0.00

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
2	INC-L2SMART	InControl Smart for L2 Chargers. Renewal required after term expiration.	\$228.00		\$1,824.00
2	INC-ADDON-DATA	InControl Data Plan to ensure connectivity - Cellular Data 4G/5G. Renewal required after term expiration.	\$120.00		\$1,200.00
1	INC-SETUP	One-time software, hardware configuration and setup fee for the InControl portal (per site)	\$499.00		\$499.00
TOTAL:					\$76,453.59

Net Total: **\$76,453.59**

Quote Terms

By signing, you are agreeing to the detailed proposed project scope terms and conditions.
Methods of acceptable payments are ACH and wire transfer.

An Advance Payment of Fifty percent (50%) of the pre-tax total is due upon receipt of the signed agreement. A progress payment of Forty percent (40%) of pre-tax total is due upon shipment of hardware. Remaining balance including taxes are due Net 30 after commissioning. Below payment terms are contingent upon credit approval.

Line items may be combined and will be issued based upon progress/completion of the proposed project and will be outlined in Scope of Work.

	Advance Request (No sales tax included)		Progress Invoice (No sales tax included)		Final Invoice with Sales Tax for Total Amount	
	Payment	Due	Payment	Due	Payment	Due
Equipment Only	50%	Upon Issuance of PO to InCharge (Seller)	40%	Net30 after delivery of charging hardware	Remaining Balance (including tax)	Net30 after the earliest of: (i) commissioning of equipment, (ii) 90 days after date of shipment, or (iii) first use of equipment for charging session.
Equipment, and Installation (Bolt Down)	50%	Upon Issuance of PO to InCharge (Seller)	40%	Upon shipment of hardware	Remaining Balance (including tax)	Net30 after the earliest of: (i) commissioning of equipment, (ii) 90 days after date of shipment, or (iii) first use of equipment for charging session.
Equipment, Site Work, and Installation (Turnkey)	50%	Upon Issuance of PO to InCharge (Seller)	40%	Upon shipment of hardware	Remaining Balance (including tax)	Net30 after tax and commissioning of the equipment
Software Subscriptions	100%	*Applies to renewals only	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30
Warranty Renewals	N/A	N/A	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30
Quotes equal to \$5,000 or less	N/A	N/A	N/A	N/A	100% Upon Issuance of PO to InCharge (Seller)	Net30

*TAX CERTIFICATES STATUS REQUIREMENT

Terms & Conditions

PURCHASE ORDER TERMS AND CONDITIONS

For All Product Sales:

1. Buyer Obligations. Buyer is responsible for ensuring that all electrical distribution, electrical equipment, and feed wiring at its Site(s) are installed per the National Electric Code (for US Installations) and Canadian Electrical Code CSA 22.1 requirements (for Canadian Installations), local Authorities Having Jurisdiction (AHJ) and manufacturer requirements and installation instructions, including installation clearances. Failure to adhere to these requirements may void the Seller Warranty at Seller's sole discretion, and/or result in additional costs (if Seller is requested to perform Services).

a. "Authorities Having Jurisdiction" or "AHJ" is defined as the organization(s) responsible for all relevant codes and standards where the installation takes place.

b. Seller will provide the installation instructions for the equipment; in the event that these instructions are not received by Buyer, please contact the designated InCharge project representative.

2. Inspection Procedures

a. Buyer should check that the packaging is intact and free from any signs of mishandling during shipment.

b. Buyer should inspect the Goods (including charging equipment (each, a "Charger") any auxiliary equipment, such as extra cables, pedestals, cable retractors, wall mounting brackets, etc.) for any visible damage, such as scratches, dents, tears, visible impacts, cracks or broken parts, with particular attention to critical components like display screens, electrical connections and cables.

c. Buyer should verify that the product quantity, labeling and markings on the Seller Goods match the freight shipping materials, including model number(s), quantities, specification(s) and any handling instructions.

d. In the event of any damage, Buyer shall notify Seller within the Inspection Period as follows:

Buyer shall include clear and visible photos (e.g. one photo for each side of the Charger) of all the damaged equipment and the Bill of Lading (BOL) and email to shipping@inchargeus.com. Please include the Buyer name and other order details in the email.

e. If Buyer does not notify Seller within this time period of any damage, Buyer assumes full liability for any damage to the Goods; any replacement and/or repair costs for these items will be at Buyer's expense.

When "Bolt-down" is included:

1. Permitting:

a. Buyer is responsible for all work, including any AHJ approvals, performed up to the outgoing disconnect.

b. In the event that Seller identifies any deficiencies, defective or damaged work, or non-code compliant work that may impact the operation of the Charger, Seller may not be able to perform the boltdown until such time as this work is corrected. Any additional mobilization/demobilization costs will be charged to Buyer.

2. Chargers and Auxiliary Equipment

a. Upon arrival at the Site for the boltdown, Seller will meet with Buyer to verify the condition of the Chargers and auxiliary equipment.

b. If any damage is noted to the shipping container and/or Charger or auxiliary equipment, Seller will notify Buyer of the identified issue(s) and make a recommendation for corrective action(s), if any, before taking possession from the Buyer for the installation.

c. Buyer is responsible for any recommended corrective actions identified by Seller, which may include the purchase of a new Charger and/or auxiliary equipment as needed.

d. Buyer will be responsible for any additional mobilization/remobilization charges that may be required for any delays associated with damaged chargers and auxiliary equipment.

e. If no damage is identified, Seller shall take possession of the Chargers and auxiliary equipment until Chargers are fully commissioned by Seller.

f. Upon the issuance of the InCharge Commissioning JotForm, the Charger and auxiliary equipment shall return to full possession of Buyer.

When "Commissioning" is included:

1. Note: Buyer shall not energize the Charger before the InCharge commissioning process; doing so may result in damage to the unit and/or invalidation of the warranty.

2. Buyer shall inform Seller of site readiness through the following procedure:

a. Buyer agrees to have a qualified or licensed electrician complete the Site Readiness form and send back to Seller with at least three (3) availability times for their qualified or licensed electrician to perform a virtual site readiness review of the installation with InCharge's team. Failure to provide a completed Site Readiness Form may result in delays to the commissioning process.

b. Following approval of the Site Readiness Form, Seller will dispatch a commissioning team to the Site at an agreed upon time. If there is any non-compliance by Buyer or deviations from these requirements, Seller may, in its sole discretion, recommend that Buyer take certain corrective action(s) in order to comply with the Charger installation instructions and warranty requirements. Any additional mobilization/demobilization or commissioning costs associated with non-compliance will be charged to Buyer.

When "Turnkey" is included:

1. Previous Work:

a. The Seller Quote assumes that all previous relevant work performed on the Buyer site (by others) was performed in accordance with the relevant Authority Having Jurisdiction (AHJ) and National Electric Code (for US Installations) and Canadian Electrical Code CSA 22.1 requirements (for Canadian Installations).

b. In the event that the AHJ notifies Seller of any previous deficiencies that need to be corrected/amended, and or Seller identifies any previous deficiencies, defective or damaged work, or non-code compliant work, these corrections/amendments/modifications may be subject to a Change Order by Seller for equitable adjustment(s) for any associated engineering and/or construction and/or electrical equipment costs, as the case may be. These adjustments will be subject to a Change Order by InCharge to the Customer.

c. Unless otherwise noted, the Seller Quote does not account for sub-surface and or environmental conditions or non-visible (including behind electrical panels) electrical wiring or equipment components. Any resulting adjustments will be subject to a Change Order by Seller to the Buyer.

2. Engineering

a. All Engineering Drawings will be based on the Conceptual Design that is part of the signed Quote. Any deviations from this Conceptual Design shall be subject to a Change Order to the Buyer by the Seller.

b. If Stamped Engineering Drawings are part of the Quote, Seller will provide the Stamped Engineering Drawings (Issue for Permit Set) to the Buyer upon issuance to the AHJ. Buyer approval will be assumed within five (5) business days of receipt of notification by InCharge unless otherwise noted in writing to Seller within the five (5) business day timeframe.

c. Upon approval of all Engineering Drawings by the AHJ and/or Utility, InCharge will provide the Issue for Construction (IFC) set to Customer.

d. Upon receipt of full payment for Engineering Drawings as specified in the Quote, Seller shall transfer all right, title and ownership of such Engineering Drawings to Buyer.

e. Buyer agrees that Seller has no responsibility for use of the Engineering Drawings other than in connection with the Services set forth in the Quote, and Buyer shall indemnify Seller for any such use, including with respect to any modifications or alterations made to such plans, and any use of such plans for other projects or at other locations.

In addition, Buyer acknowledges that Seller is utilizing Seller's intellectual property rights in connection with its performance of the Services and the creation of Engineering Drawings, and Seller retains all rights, title, and interest in and to all intellectual property rights, related know-how, and other proprietary rights that it owns or otherwise controls whether before, during or after the performance of the activities under this Agreement, and Seller is not restricted from using any of the general skills, experience, knowledge acquired as a result of the performance of the Services.

3. Permitting and Utility Coordination

a. In the event of any additional AHJ imposed additional requirements beyond application submission and typical online responses (i.e., in person town meetings, additional drawings/surveys/civil/design calculations), Seller will notify the Buyer of the AHJ or Utility additional requirements and anticipated costs and time impact, which will be subject to a Change Order to the Buyer on a time and materials basis for all costs incurred. Seller will notify the Buyer of any additional related costs once known with a Change Notice. Seller will assume approval from Buyer within five (5) business days of Change Notice receipt unless Buyer notes otherwise in writing to Seller.

b. Any utility upgrade costs and or expediting fees related to utility connection (i.e., utility tie into Buyer property) will be paid by the Buyer and are not covered under this agreement, unless otherwise noted. Seller may assist the Customer in processing these payment(s), which may result in a Change Order from InCharge to the Customer for the payment amount plus any additional time and materials spent process payment.

4. Electrical Equipment (Non-Ev-Chargers such as Switchboards, Panels, Disconnects, etc.)

a. Electrical Equipment lead times and costs identified in the Agreement are indicative until final approval of the Issue for Permit Set by the AHJ and Utilities; upon final approval by the relevant AHJ and/or Utilities, the Electrical Equipment lead times and costs will be finalized by Seller. Any additional Electrical Equipment costs and delays may result in a Change Order from InCharge to the Customer.

b. The AHJ and or Utility may require additional modifications other than what was presented in the Agreement that could not have been foreseen by Seller at the time. Any such additional modification will be subject to a Change Order by Seller to the Customer.

c. Any Buyer request to return Electrical Equipment shall be considered at the discretion of Seller and may be subject to Seller cancellation fee(s) and/or restocking fees.

5. Electrical Equipment Delivery and Storage

a. Unless otherwise stated under the Agreement, the Buyer agrees to follow the "Product Sales - Inspection Procedures" noted above.

b. Unless otherwise stated under the Agreement, the Buyer agrees to receive and store any Electrical Equipment in a safe and secure location on the Buyers site until such time as such Electrical Equipment is ready for installation/use.

6. Turnkey Warranty

a. Unless otherwise noted under the Agreement, and separate from the Charger warranty, Seller provides a two (2) year warranty for all latent construction defects from the date of the initial Charger Commissioning Date.

7. Dispute Resolution

a. Notwithstanding any inconsistent Governing Law provisions of the Terms & Conditions, in the event of a dispute where Turnkey Services are provided, the parties agree to pursue Arbitration within the state of the project location, unless otherwise agreed in writing by both parties, under the American Arbitration Association (AAA) Rules and Mediation Procedures currently in place as of the signature of the Agreement. Such arbitration shall be conducted by a single arbitrator. The prevailing party shall be entitled to reasonable attorneys' fees and costs, reasonable arbitration fees and costs, including administrative fees and costs of arbitrator and the arbitrator's reasonable hourly fees and costs and reasonable expert fees and costs as determined by the arbitrator. Judgment upon the decision of the arbitrator may be entered in any court having jurisdiction thereof.

INCHARGE QUOTATION TERMS AND CONDITIONS

1. Document Components.

(a) The face of the sales quote (the "Quotation") to which these Terms and Conditions (these "Terms") are attached set forth certain details regarding the purchase (as applicable, the "Purchase") of certain goods ("Goods"), software, and/or services ("Services", and together with Goods, the "Goods and Services"). (i) The Quotation, (ii) these Terms, (iii) additional terms associated with particular Goods and Services that are referenced on or attached to the Quotation or these Terms (a "Referenced Document"), and (iv) any other document mutually executed and delivered by Buyer and Seller that expressly covers the Purchase of the Goods and Services but that is not referenced on the Quotation (an "Unreferenced Document") constitute the entire agreement between Buyer and Seller with respect to the Purchase referenced on the Quotation ((i), (ii), (iii) and (iv) together, this "Agreement").

(b) In the event of any conflicting provision(s) among components of this Agreement, the following order of priorities shall govern (in descending order of priority): (i) the description of the Goods and Services and the amount and timing of the payment in respect of the Purchase, each as set forth on the Quotation, (ii) a Referenced Document, (iii) an Unreferenced Document, but only to the extent that Buyer and Seller mutually agree that such Unreferenced Document was intended to cover the Purchase of the Goods and Services described on the Quotation, and (iv) these Terms.

2. Parties.

The entity listed as the "Buyer" on the Quotation identified as the purchaser of the Goods and Services is the "Buyer". InCharge Energy, Inc. is the "Seller".

3. Offer and Acceptance; Other Terms Not Binding; Expiration Date.

(a) The issuance of any quote by Seller is an offer by Seller to sell and provide the Goods and Services, and such offer is expressly conditioned upon Buyer's acceptance of these Terms.

(b) An acknowledgement of this Agreement by Buyer (including execution of the Quotation) operates as an acceptance of Seller's offer upon these Terms even if such acknowledgement states terms and conditions (the "Acknowledgement's Terms") that are additional to or different from these Terms.

(c) Any terms and conditions stated in the Acknowledgement's Terms and any other terms and conditions contained in a purchase order or other Buyer document, are explicitly rejected and shall not be binding upon Seller except to the extent Seller has (i) specifically executed and delivered a document in which such terms and conditions are explicitly agreed upon.

(d) The Quotation will be valid until the occurrence of the Expiration Date listed on the Quotation, or if not specified, 30 days from the Quote Issue Date.

4. Additional Terms

(a) The Goods and Services will be subject to such additional Referenced Documents as referenced in or attached to the Quotation or these Terms.

(b) Goods described in the Quotation may reference certain written specifications (the "Specifications") and are subject to applicable manufacturer warranties.

(c) If any software or software-as-a-service is referenced on the Quotation or incorporated into or any goods provided by Seller, then Seller hereby grants to Buyer a non-transferable, non-exclusive, paid-up, worldwide license to access, use, duplicate, display and benefit from such software for the period of the term stated on the Quotation, which shall

(d) If any maintenance or support for any goods or software is referenced on the Quotation, then Seller shall provide to Buyer such maintenance and support in accordance with its then-current standards, commencing upon commissioning of the associated equipment.

5. Delivery; Transfer of Title; Site Access.

(a) Delivery is deemed to have occurred as follows, unless otherwise agreed in writing: (i) in respect of Goods, when the goods are delivered to Buyer's specified destination; (ii) in respect of software and/or other licensed rights, when the subject software and/or rights are made available to Buyer for use or download; and (iii) in respect of other Services, upon Seller providing the applicable services (in each case of (i)-(iii) above, the "Delivery"). Where the date of Delivery of the Goods and Services is to be specified after the placing of the Purchase, Seller shall give Buyer reasonable notice of the expected Delivery date. Transfer of title and risk of loss of Goods provided hereunder occurs upon Delivery. Delivery dates are contingent upon Buyer's timely approval and satisfaction of any Delivery conditions required for Seller's performance hereunder; failure of Buyer to satisfy such Delivery conditions may result in additional charges and fees.

(b) For any Services purchased by Buyer requiring the on-site presence of Seller or its agents, Buyer shall ensure Seller's personnel and subcontractors have appropriate access to the site (each a "Site") for Service Delivery. Buyer acknowledges and agrees that it shall be responsible for securing the Sites and ensuring access as a Delivery condition; failure to do so will incur fees at Seller's standard rates.

6. Inspection and Acceptance.

Buyer shall inspect Goods within five (5) business days of Delivery ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any physical damage or nonconformance with the Specifications ("Nonconforming Goods") during the Inspection Period and furnishes such documentation as reasonably required by Seller. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. In either case, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replaced Goods at the original specified destination. Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for the delivery of Nonconforming Goods

7. Payment Terms.

Payment for Good and Services shall be in accordance with the listed Payment Terms and via the ACH (Automated Clearing House) payment method. If no such terms are specified, then Buyer shall pay Seller within thirty (30) days after due date specified in an invoice for the Goods and Services (or if none is specified, the date such invoice is delivered). If Buyer fails to timely make any payment hereunder, a late fee applicable to all amounts owed hereunder shall apply in an amount equal to 1.5% per month or the maximum amount allowable by applicable law, whichever is less.

8. Taxes.

The term "Local Taxes" means all local, state, regional, VAT, GST, excise, sales and use taxes, but excludes any taxes related to Seller's income, assets, or obligations as an employer. Buyer will be responsible for all Local Taxes owing in connection with the sale and purchase of the Goods and Services. If Buyer qualifies for any tax exemption or holds a direct payment permit, Buyer will upon purchase order placement, provide the relevant government authorized certificate or exemption permit.

9. Warranties.

Seller represents, warrants to Buyer that: (a) Goods and Services furnished hereunder are free from all third party claims, encumbrances or liens and Seller has all title, right and permissions necessary to fulfill its obligations under this Agreement; (b) Goods will conform to the Specifications in all material respects, and be subject to the applicable written warranty, if any, provided by Seller; and (c) Seller shall perform all services with appropriately qualified and trained personnel.

10. Compliance with Laws.

Each party will comply with all applicable laws, ordinances, regulations, rules, orders, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction in connection with this Agreement and the purchase and sale of the Goods and Services.

11. Changes or Cancellation.

(a) After its acceptance of this Agreement, neither party may modify or cancel in whole or in part this Agreement, including the sale and purchase of the Goods and Services, except as may be approved in writing by both parties in a change order ("Change Order") or as set forth below. The Change Order shall describe the scope of the additional work or change, the cost to be added or subtracted, and any effect the Change Order will have on the schedule or payments.

(b) Buyer-Initiated Change Orders. If Buyer wishes to modify the agreement, Buyer shall submit a change notice ("Change Notice") to Seller with a description of the proposed change(s). Seller shall review the Change Notice and determine the likely time and cost impacts for review by the Buyer. Upon approval by the Buyer, the Seller will issue a Change Order to the Seller, which once approved by both parties, shall amend the Agreement.

(c) If Seller does not agree to the Change Order, then the parties shall proceed with the original work unless conditions do not allow Seller to complete the work;

In the event of a termination without cause by Buyer or other breach of this Agreement, Seller shall be entitled to all available remedies including, but not limited to cancellation fees and expenses.

(d) Seller-Initiated Change Orders. Seller may present to Buyer a Change Order reflecting increased pricing and/or other changes in the following circumstances: (i) Cost Increases. For any work that has not been performed within a period of [three (3) months] from the Quote date (excepting Seller caused delays), Seller may request a Change Order for increases in the cost of equipment, materials or labor outside of Seller's reasonable control, including (without limitation) due to market price fluctuation. (ii) Third Party Changes or Unforeseen Conditions. At any time, if a site audit, third party requirements or modifications (such as utilities or Authorities Having Jurisdiction), material changes in conditions or discovery of unforeseen site conditions, inability to access the site, safety concerns or adverse weather reveal the need for changes to the schedule or scope of work, Seller may request a Change Order reflecting such changes.

(e) In the event of a Seller-initiated Change Order, Buyer will have the right to accept the Change Order reflecting the new price, or reject the Change Order, within five (5) business days of receipt. If Buyer rejects the Change Order within five (5) business days of receipt, Seller shall have the right to either continue with the work absent the Change Order, or terminate this Agreement, in which case Buyer shall be responsible for all work performed and reasonable compensation for costs incurred and not reasonably able to be mitigated in anticipation of work to be performed. If Buyer fails to reject the Change Order in writing within such period, the Change Order shall be deemed accepted by the Buyer and the Seller will issue an executed Change Order to the Buyer.

(f) Notwithstanding this provision, Seller shall have the right to substitute equipment or materials in the project without Buyer's agreement, so long as that substitution adds no extra cost and does not detrimentally affect the project in any material respect.

12. Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR DATA, OR USE, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE GOOD AND SERVICES, EVEN IF SELLER OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO, AND SPECIFICALLY DISCLAIMS ALL, EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GOODS AND SERVICES AND USE OF THE GOODS AND SERVICES (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT ANY GOODS OR SERVICES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE ERROR-FREE.

SELLER'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER UNDER A CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER HEREUNDER.

13. Indemnification.

Buyer shall indemnify, defend, and hold harmless Seller and its directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, direct or indirect, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by the Indemnified Parties, arising out of or resulting from any claim arising from or in connection with: (a) any property damage, personal or bodily injury, death, or damage to real or tangible personal property caused by Buyer's acts or omissions; (b) any alleged breach, violation or non-fulfillment of any representation, warranty, or covenant under this Agreement by Buyer; and (c) any negligent or willful misconduct of Buyer. The investigation, settlement, and defense of such claims shall be at Buyer's sole cost and expense and subject to Seller's reasonable approval of counsel. Buyer will not enter into any settlement that imposes any liability or obligation on an Indemnified Party without such Indemnified Party's prior written consent.

14. Governing Law and Jurisdiction.

All matters and legal proceedings arising out of or related to the transactions contemplated by this Agreement; the negotiation, making, validity, interpretation or enforcement of this Agreement; and all related matters between the parties on behalf of themselves and their respective representatives: (i) are governed by the laws of the State of California, without reference to any conflict of laws principles or the choice of law doctrine and (ii) shall be exclusively brought in the state courts of the State of California or the federal courts of the United States of America, in each case located in the County of Los Angeles (together, the "Specified Courts"). The parties irrevocably (i) submit and consent to the exclusive jurisdiction and venue of the Specified Courts and waive any objection now or hereafter to the propriety or convenience of such venues, and (ii) waive any rights they may have to a trial by jury or the determination of any factual issues by a jury.

In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party, including, without limitation, such reasonable fees and expenses of attorneys, accountants, and collections agents. In addition, Buyer shall pay to Seller all costs of enforcing Seller's rights, and collecting amounts owed to it, under this Agreement whether such attempts at enforcement or collection be made by suit, in bankruptcy, or otherwise.

15. Miscellaneous.

- (a) This Agreement supersedes any prior understanding or written or oral agreement(s) between the parties and constitutes the entire agreement between Buyer and Seller with respect to the Purchase of the Goods and Services described on the Quotation.
- (b) Any amendment, modification, extension, release, discharge or waiver of this Agreement is not binding upon either party except to the extent such party has specifically executed a document in which the same is explicitly agreed upon.
- (c) Unless otherwise set forth in this Agreement, all notices, requests, demands and other communications hereunder must be in writing and are deemed given on the date of delivery, and delivered to the applicable party at the name and address of such party set forth on the Quotation, as updated from time to time.
- (d) Nothing herein creates or shall be deemed to create a partnership, joint venture, relationship of employment, agency, or other association between the parties.
- (e) No waiver of a breach of any provision hereof constitutes a waiver by either party of any other breach or of any other provision. If any provision of this Agreement is held to be invalid, the remainder of this Agreement remains in full force and effect.
- (f) Neither this Agreement nor any interest under it may be assigned by either party without the other party's prior written consent.

ADDENDUM ON CREDITS AND CHARGING DATA

Buyer agrees that all Environmental Credits (defined below) shall be the property of Seller or its affiliates and assigns. Seller shall have the exclusive right to sell, transfer, grant, convey or assign the Environmental Credits to any other person, in Seller's sole discretion. Buyer shall fully cooperate with Seller in the execution of any document or task related thereto, including signing authorizations, transfers or other documents needed to obtain or transfer any Environmental Credits.

"Environmental Credits" means any and all mandatory or voluntary federal, state or local low carbon fuel, emissions reduction or similar credits, rebates, subsidies, incentive payments or any other benefits or incentives related to the environmental characteristics of the electric vehicle charging system that the Good and Services are related thereto, whether existing as of the date hereof or enacted thereafter.

NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets.

(b) The InCharge Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both you and InCharge (but only one party). You agree that InCharge may claim available LCFS credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits. If, after receiving such consent, you intend to claim LCFS credits, you will be solely responsible for the reporting and other administrative obligations necessary to generate such credits.

NOTICE TO OREGON CUSTOMERS.

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the InCharge Platform, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, InCharge is able to help Oregon track the growing use of electric vehicles in the state, for which InCharge will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either you or InCharge, but not by both. You agree that InCharge may claim available OCFP credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits. If, after receiving such consent, you intend to claim OCFP credits, you will be solely responsible for the reporting and other administrative obligations necessary to generate such credits.

NOTICE TO CUSTOMERS IN OTHER STATES.

To the extent other states adopt programs similar to California's LCFS program or the OCFP, InCharge intends to deal with the credits generated under such programs in the same manner as it deals with the LCFS credits and the OCFP credits. To the extent any such credits may be claimed by either you or InCharge, but not both parties, you agree that InCharge may claim such credits generated from use of the Charging Stations connected to the InCharge Platform, and you represent, warrant and covenant to InCharge that you will not claim any such credits unless InCharge notifies you that it no longer intends to claim such credits and consents in writing to having you claim such credits.

NOTICE REGARDING RIN DATA.

InCharge will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by InCharge from centrally networked charging stations to be utilized in a process to generate an environmental credit called a Renewable Identification Number ("RIN") under the Renewable Fuel Standard program. InCharge must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. You confirm that you will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between you and InCharge, InCharge has the exclusive right to use the RIN Data for the purpose of RIN generation.

THIS QUOTE IS GOVERNED BY THE FOLLOWING AGREEMENTS, AS APPLICABLE:

- ADDITIONAL TERMS AND REQUIREMENTS
- INCHARGE QUOTATION TERMS AND CONDITIONS
- PAYMENT TERMS

Signature: _____ Effective Date: _____

Name: _____ Title: _____

INVOICING INFORMATION

In-Charge is instructed to invoice this project and perform work or supply services as outlined in the proposal scope of work above:

Company's Sourcewell ID: _____

Company's Full Billing Name: _____

Billing Street Address: _____

City: _____ State: _____ Zip: _____

Account Payable Contact First Name: _____

Account Payable Contact Last Name: _____

Account Payable Email: _____

Phone: _____

Tax Exempt Y/N(Certification Required): _____ PO Number (If Required): _____



**CITY COUNCIL
AGENDA BILL**

**AB 3167
December 10, 2024
Consent Items**

Agenda Item: 3h

Proposed Action & Subject: Approval of an Ordinance amending Sedona City Code Section 12.30.090.

Department City Attorney's Office

Time to Present N/A

Total Time for Item N/A

Other Council Meetings September 8, 2009

Exhibits A. Ordinance Amending SCC 12.30.090

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Recommend approval ABS 12/2/24	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background: The City of Sedona adopted a prohibition on having firearms in public parks on September 8, 2009, now codified as SCC 12.30.090. The Arizona Legislature preempted the City's firearm prohibition in A.R.S. 13-3108. The proposed amendment to SCC 12.30.090 would update the ordinance and bring it into compliance with state law. The draft language was prepared on September 11, 2024 and is attached as Exhibit A with the proposed Ordinance.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): Repeal SCC 12.30.090 in its entirety.

MOTION

I move to: approve Ordinance No. 2024-__, amending Sedona City Code Section 12.30.090.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED “2024 AMENDMENTS TO SCC 12.30.090 PARKS AND RECREATION FACILITIES FIREARMS AND DEADLY WEAPONS” 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 Title 12 Division II Parks and Recreation Facilities, Section 12.30.090 Firearms and Deadly Weapons, 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. Adoption. That certain document titled the “2024 Amendments to SCC 12.30.090 Parks and Recreation Facilities Firearms and Deadly Weapons” (“SCC Parks and Firearms 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. The Sedona City Code Title 12, Streets, Sidewalks, and Public Places, Division II Public Parks, Trails, and Recreation Areas, Section 12.30.090 Firearms and Deadly Weapons, is hereby amended as set forth in the SCC Parks and Firearms Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the SCC Parks and Firearms 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 3. Repeal. All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 4. 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 Land Development Code as amended herein shall constitute a Class 1 Misdemeanor or at the discretion of the citing authority a civil violation subject to a fine not to exceed \$2,500 per day, and be subject to the provisions of Sedona City Code Section 1.15.010.

Section 5. 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 12.30.090 Parks and Recreation Facilities Firearms and Deadly Weapons”

Eliminated language in strikeout format and new language in ALL CAPS format:

Chapter 12.30 Parks and Recreation Facilities

...

12.30.090 Firearms and deadly weapons

A. It shall be unlawful to ~~carry or discharge into~~ BRING INTO OR HAVE IN POSSESSION IN any park, trail, or open space area ~~firearms or projectile weapons or explosives of any kind, including, but not limited to, fireworks, BB guns, pellet guns, air guns, crossbows, longbows, SPRING GUNS, slingshots, or other device capable of causing injury to persons or animals or damage or destruction to property.~~ SIMILAR WEAPONS IN WHICH THE PROPELLING FORCE IS A SPRING IN AIR. ~~Persons who possess a permit issued pursuant to A.R.S. Section 13-3112 and peace officers on official duty are exempt.~~

B. ~~It shall be unlawful to carry a deadly weapon into any park, trail, or open space area. A deadly weapon is defined as any item designed for lethal use and _____ includes knives with blades longer than three and one-half inches.~~ IT SHALL BE UNLAWFUL TO DISCHARGE OR FIRE ANY FIREARM OR OTHER WEAPON IN WHICH THE PROPELLING FORCE IS GUNPOWDER UNLESS THE PERSON ACTED WITH JUSTIFICATION PURSUANT TO A.R.S., TITLE 13, CHAPTER 4.

C. Special events or instructional classes must receive written permission from the city manager or his/her designee.

...



**CITY COUNCIL
AGENDA BILL**

**AB 2751
December 10, 2024
Consent Items**

Agenda Item: 3i

Proposed Action & Subject: Approval of a Resolution authorizing an Intergovernmental Agreement for Arizona Emergency Management Aid Compact (AZMAC) between the Sedona Police Department and the State of Arizona.

Department Police Department/ Chief Foley

Time to Present N/A

Total Time for Item N/A

Other Council Meetings December 14, 2021

Exhibits Exh A. Resolution
Exh B. Agreement

Finance Approval	NA	
City Attorney Approval	12/09/2024 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Approve the Resolution authorizing an Intergovernmental Agreement for Arizona Emergency Management Aid Compact (AZMAC) between the Sedona Police Department and the State of Arizona.	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background: The Arizona Emergency Management Master Mutual Aid Compact (AZMAC) was last signed on December 14, 2021, between the State of Arizona and City of Sedona. The purpose of the AZMAC is to identify the terms and procedures for executing mutual aid in times of emergencies. Jurisdictions such as Tribal Nations, political subdivisions, incorporated cities and towns, public education districts, fire districts, and other tax levying public improvement districts are encouraged to participate.

This is a renewal of an IGA with Arizona Department of Emergency Management (DEMA). The last version from 2014 is no longer valid and a new agreement must be signed in order for the City of Sedona to help others and other jurisdictions to help us when in need. The most significant revision was made from having individual mutual aid agreements between

jurisdictions to individual parties. Where reimbursement is defined as the sole responsibility of the requesting party.

The IGA will be an appendix referenced in the City of Sedona Emergency Operations Plan.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2024-____ authorizing an Intergovernmental Agreement for Arizona Emergency Management Aid Compact (AZMAC) between the Sedona Police Department and the State of Arizona.

RESOLUTION NO. 2024 - __

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
EMERGENCY MANAGEMENT DIVISION OF THE ARIZONA DEPARTMENT OF
EMERGENCY AND MILITARY AFFAIRS.**

BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA,
ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Arizona Mutual Aid Compact with the Emergency Management Division of the Arizona Department of Emergency and Military Affairs, and the City Manager is authorized to execute said Agreement on behalf of the City.

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

Scott M. Jablow, Mayor

ATTEST:

APPROVED AS TO FORM:

JoAnne Cook, CMC, City Clerk

Kurt W. Christianson, City Attorney

ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on pre-established terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- **Party and Parties** refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- **Political Subdivision** means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- **Providing Party** means the Party rendering aid under this Compact to another Party in the event of an emergency.
- **Requesting Party** means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor's Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

1. What the emergency is.
2. The amount and type of resources needed.
3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in Appendix A. Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in Appendix B. A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see Appendix A). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

Arizona Mutual Aid Compact

Signature Page

(NAME OF PARTY)

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority)

Date:

ATTEST:

(Attesting Authority)

Date:

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable tribal government.

(Attorney)

Date:



Appendix A

Arizona Mutual Aid Compact (AZMAC) Emergency Management Resource Request

Requesting Party:

Point of Contact: _____

Work: _____ Cell: _____

Email: _____

Requested Resource:

Quantity: _____

Unit of Measure: _____

Date/Time Required: _____

Delivery Location: _____

Date of Request: _____

Requesting Party Tracking Number: _____

Mission

--

Special Instructions

(i.e., delivery instructions, if the resource must come with personnel, fuel, lodging, etc.)

--

Personnel

Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:

Request Forwarded to

Contact Name: _____

Organization/Agency: _____

Date/Time of Submission: _____

Request Approved by:

Date:

(Name, Title, Signature)

Reimbursement

Providing Party Representative Signature

Date:

Requesting Party Representative Signature

Date:



Appendix B

Arizona Mutual Aid Compact (AZMAC) Points of Contact

Date: December 9, 2024

Name of Party: City of Sedona/Sedona Police Department

Mailing Address: 100 Roadrunner Drive, Sedona, AZ 86336

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name	Stephanie Foley	Chris Dowell	Andy Dickey
Title	Chief of Police	Deputy Chief	Deputy City Manager
24hr 	(928)592-8025 Cell Phone	(928)592-7146 Cell Phone	(928)239-0481 Cell Phone
Day 	SAA	SAA	SAA
Night 	SAA	SAA	SAA
Fax 	(928)282-0622	(928)282-0622	(928)282-5671
Email 	sfoley@sedonaaz.gov	cdowell@sedonaaz.gov	adickey@sedonaaz.gov

Appendix C

Arizona Mutual Aid Compact (AZMAC) Use of A Contractor

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of that Party's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any applicable federal, state, tribal or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of

liability not less than those stated below.

1. Commercial General Liability- Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury, and broad form contractual liability.

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

- c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.

C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Addendum #1

Arizona Mutual Aid Compact (AZMAC)

Cyber-Related Mutual Aid For Participating Tribal Parties

1. Purpose.

The purpose of this Addendum #1 (“Addendum”) to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- **Cyber** refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- **Cyber Threat** means any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. Also, the potential for a threat-source to successfully exploit a particular information system vulnerability.
- **Cybersecurity** means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.



**CITY COUNCIL
AGENDA BILL**

**AB 3159
December 10, 2024
Appointments**

Agenda Item: 4a

Proposed Action & Subject: Discussion/possible action regarding the appointment and reappointment of Historic Preservation Commissioners.

Department	City Clerk
Time to Present	2 minutes
Total Time for Item	5 minutes
Other Council Meetings	N/A
Exhibits	A. Applications

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	11/25/24 Reviewed KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve appointments ABS 12/2/24	Amount Budgeted
		\$ 0
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: On April 4, 2024, the Historic Preservation Commission advertised seeking applicants to fill one (1) expired seat on the Commission, open until filled. The vacancy was advertised for a second time on May 13, 2024. The advertisement was updated to two (2) vacant seats due to a resignation on June 26, 2024.

On July 9, 2024, during a regular city council meeting, Vice Mayor Ploog requested a discussion regarding the Historic Preservation Commission and its future be added to a future meeting agenda. Council unanimously supported her request.

On October 8, 2024, during a regular city council meeting by majority consensus, Council agreed to continue the Historic Preservation Commission through 2025 and re-evaluate roles/duties prior to Historic Museum contract renewal in 2026.

Two additional seats were due to expire on November 30, 2024, for a total of four (4) vacant seats. On October 22, 2024, Steve Segner and Nate Meyers resubmitted their applications, seeking reappointment. Two members of the Historic Preservation Selection Committee, Mayor Jablow and Vice Mayor Ploog agreed to waive interviews for the current commission members seeking reappointment.

On November 14, 2024, the Selection Committee, made up of Mayor Scott Jablow, Vice Mayor Holly Ploog, and Chair Nate Meyers interviewed Bobby Woods, Karen Stupak and Thomas Weis.

On December 10, 2024, City Council will vote to appoint Bobby Woods and Karen Stupak, and to reappoint Nate Meyers and Steve Segner to the Historic Preservation Commission.

These terms would begin immediately, and expire November 30, 2027, or until a successor is appointed, whichever is later.

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

Board/Commission Recommendation: ☒ Applicable - ☐ Not Applicable

Alternative(s): Council may request that the vacancies remain open.

MOTION

I move to: appoint Bobby Woods and Karen Stupak, and to reappoint Steve Segner and Nate Meyers to the Historic Preservation Commission with a term beginning immediately and ending November 30, 2027, or until a successor is appointed, whichever is later.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

**Please read the following instructions carefully before filling out your application.
TYPE OR PRINT CLEARLY IN INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A resume may be included with your application; however, you must complete all information requested on this application. Resume attached? ☐ Yes ☐ No

Name: Bobby Woods

Mailing Address: _____

Phone: _____

Cellular Phone: _____

Email Address: _____

Are there any days you are not be available for an interview? Very flexible
schedule, available most days.

Are you a resident of the City of Sedona? ☐ Yes ☒ No
If yes, how many years? N/A

Have you previously been appointed by the City of Sedona to any position or served on any commission, board, committee or citizen engagement working groups other than the Historic Preservation Commission? ☒ Yes ☐ No

If so, what group and for what length of time? Citizen engagement planning groups on a few
occasions for very short, charrette type, periods of time

The Historic Preservation Commission is a voluntary body made up of seven citizens appointed by City Council. The Historic Preservation Commission was established by Sedona City Council to promote the protection, enhancement and perpetuation of properties and areas of historic, cultural, archaeological, and aesthetic significance.

Typically, the Historic Preservation Commission meets the second Monday of the month at 4:00 p.m., in the Vultee Conference Room at City Hall, 102 Roadrunner, Building #106, Sedona.

In answering the following questions, if more space is required, please attach a separate sheet of paper.

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JUN 25 2024

**CITY OF SEDONA
CITY CLERK'S OFFICE**

Application Page Number 1
Packet Page 90

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

1. Background experience and knowledge.

In 1998, the Arizona State Historic Preservation Office (SHPO) designated the City of Sedona as a Certified Local Government. To satisfy the City's Certified Local Government (CLG) Agreement with the SHPO, it is preferable that all Historic Preservation Commission members have experience or knowledge in at least one of the following areas: history, architectural history, architecture, historic interiors, historic architecture, planning, archaeology, historic archaeology, real estate, historic preservation law, or other historic preservation related field.

Which categories do you have experience and/or knowledge, check all that apply:

☐ Archaeologist/Archaeology

☒ Architect/Architecture/Architectural History

Historian/History

☐ Real Estate

☐ Building Construction

☐ Historic Preservation Law

☐ Conservation/Preservation

☒ Land Use Planning

☐ Other related field (please explain) _____

2. Please explain your related experience or knowledge.

N/A

3. What are your perceptions of the duties, responsibilities and role of the Historic Preservation Commission?

Advocate for the preservation of historical sites. Outreach to the community. Encourage public/private partnerships. Make history easier/more accessible to experience. Becoming more knowledgeable about Sedona and the Verde Valley's history.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

4. What do you hope to accomplish as a Commission/Board member?

Enjoy meeting and working with fellow board members.
Connecting back into the history of Sedona.
Learning and sharing and having fun.

5. How much time are you willing to devote to this position if you are appointed?

I understand there are monthly meetings I will be attending.
I imagine additional time for community outreach and research
would be required too. I intend to devote whatever time is needed.

6. What is your understanding of the Sedona Community Plan pertaining to Historic Preservation?

Future Land Use Map is a suggestion/recommendation to developers/property owners if they wish to change an existing zoning. Historic preservation is recognized in at least one Community Focus Areas (CFA) plan, the Schnebly CFA plan.

Land Use Designations includes a "Park" use where I believe some historical sites are now located.

Community policy 3.11 Arts and Culture goal is to preserve historic sites and celebrate Sedona's history.

7. What is your understanding of the Land Development Code's ordinance pertaining to Historic Preservation?

Land Development Code provides historic preservation procedures for designation of City historic landmarks.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

Sedona's historic landmark program creates and maintains an historic landmark inventory and resource survey.

History Resources Recognition Award Program.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

8. If not currently a member of the Historic Preservation Commission, have you attended any Historic Preservation Commission meetings, and if so how many?

No.

9. What do you perceive are the top three issues facing the Historic Preservation Commission? Please consider both long and short-term issues.

N/A.

10. Are there any projects that you are personally interested in as a Historic Preservation Commission member?

No.

11. What is your understanding of a Certified Local Government (CLG) and how do you feel it relates to the Historic Preservation Commission?

Not familiar with CLG other than it is designed to allow local governments to be able to identify, evaluate, protect, enhance economic value of local properties of historic, architectural and archeological significance. I do not know how it relates to this commission. I am sure someone will fill me in on the details.

I read above that the City of Sedona was given that designation in 1998.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

Additional information. If you would like to explain or elaborate on the experiences or professional qualifications you have checked, please use this space:

To learn more about the Historic Preservation Commission's particular responsibilities, contact Cynthia Lovely, Senior Planner, Sedona Community Development Department at 928-203-5035 or email CLovely@SedonaAz.gov.

Please return your completed application to the City Clerk's Office at Sedona City Hall located at 102 Roadrunner Drive, Sedona, AZ 86336. For more information about the application, interview, and selection process, please call (928) 282-3113.

Thank you for your interest in serving on Sedona's Historic Preservation Commission.

June 24, 2024

Robert S. Woods

Phone:

Cell:

Email:

Education

Bachelor of Architecture
University of Arizona
Tucson, Arizona

Exchange program with University of Arizona
Universidad La Salle
Mexico City, Mexico

**Work
Experience**

Self Employed Architect 32 years
Registered in the State of Arizona

High School Basketball Official
Arizona Interscholastic Association
National Federation of State High School Associations

Varsity Boys Basketball Coach
Mingus Union High School
Cottonwood, Arizona
1999 - 2006

High School Substitute Teacher
Mingus Union High School
Cottonwood, Arizona
2009 - 2012

Residential Coach
Copper Canyon Academy
Rimrock, Arizona
2010 - 2012

Personal

Married to Kay Lorene Woods June 13, 1981

Three children Jessica Frances age 42, Joseph Peter age 38, and
Travis Owen age 36

Enjoy sports, tennis, basketball, played varsity baseball at
Northern Arizona University

From: Bob Woods Architect

June 24, 2024



To: City of Sedona Council Members.

Dear Council Members,

I grew up in the Verde Valley. My father and mother, Don and Joan Woods, moved our family to Sedona in 1968. I attended third and fourth grade at the little school on Brewer Road in Sedona. Starting in the fifth grade I began bussing each day from Sedona to Cottonwood to junior high school in the Clemenceau building and graduating from Mingus Union High School in 1978.

My wife, Kay, and I met at Northern Arizona University, and we moved back to the Verde Valley in 1986. Kay has worked in banking for over twenty years starting with Valley National Bank, then Bank One and now Chase Bank. I have been designing homes in Arizona for over thirty years. Our children attended school in Clarkdale, Sedona and Cottonwood all graduating from Mingus Union High School. Jessica and Joey each have bachelor's degrees from Northern Arizona University. Travis is a fireman for the Copper Canyon Fire Department.

Education and children have always been an important part of my life. I have been coaching for over thirty years, served on facilities committees for both Mingus Union High School and the Sedona Oak Creek School districts. I have served as a board member for the Yavapai College Foundation Clarkdale Campus and the Friends of the Southwest Wine Center auxiliary for the Foundation.

Kay and I love the Verde Valley! I look forward to the opportunity to advocate for the City of Sedona as a member of the Historic Preservation Commission.

Thank you,

Bobby Woods

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

Please read the following instructions carefully before filling out your application.
TYPE OR PRINT CLEARLY IN INK ONLY.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A resume may be included with your application; however, you must complete all information requested on this application. Resume attached? ☐ Yes ☒ No

Name: KAREN STUPAK

Mailing Address: [REDACTED]

Phone: [REDACTED] Cellular Phone: [REDACTED]

Email Address: [REDACTED]

Are there any days you are not be available for an interview? NO

Are you a resident of the City of Sedona? ☒ Yes ☐ No

If yes, how many years? 34 BUT HAVE BEEN COMING HERE SINCE 1948 AS A CHILD-PARENT HERE IN THE 1960'S

Have you previously been appointed by the City of Sedona to any position or served on any commission, board, committee or citizen engagement working groups other than the Historic Preservation Commission? ☐ Yes ☒ No

If so, what group and for what length of time? _____

The Historic Preservation Commission is a voluntary body made up of seven citizens appointed by City Council. The Historic Preservation Commission was established by Sedona City Council to promote the protection, enhancement and perpetuation of properties and areas of historic, cultural, archaeological, and aesthetic significance.

Typically, the Historic Preservation Commission meets the second Monday of the month at 4:00 p.m., in the Vultee Conference Room at City Hall, 102 Roadrunner, Building #106, Sedona.

In answering the following questions, if more space is required, please attach a separate sheet of paper.

RECEIVED

JUL 15 2024

**CITY OF SEDONA
CITY CLERK'S OFFICE**

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

1. Background experience and knowledge.

In 1998, the Arizona State Historic Preservation Office (SHPO) designated the City of Sedona as a Certified Local Government. To satisfy the City's Certified Local Government (CLG) Agreement with the SHPO, it is preferable that all Historic Preservation Commission members have experience or knowledge in at least one of the following areas: history, architectural history, architecture, historic interiors, historic architecture, planning, archaeology, historic archaeology, real estate, historic preservation law, or other historic preservation related field.

Which categories do you have experience and/or knowledge, check all that apply:

- ☒ Archaeologist/Archaeology
- ☐ Architect/Architecture/Architectural History
- ☒ Historian/History
- ☐ Real Estate
- ☐ Building Construction
- ☐ Historic Preservation Law
- ☒ Conservation/Preservation
- ☐ Land Use Planning
- ☐ Other related field (please explain) _____

2. Please explain your related experience or knowledge.

I AM A HISTORIAN & HAVE WORKED WITH
ARCAEOLOGY

3. What are your perceptions of the duties, responsibilities and role of the Historic Preservation Commission?

THE HPC IS FOR LANDMARKING AND
PRESERVING HISTORIC BUILDINGS AND SITES
IN THE SEDONA AREA

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 · Fax: (928) 204-7105

4. What do you hope to accomplish as a Commission/Board member?

PRESERVATION OF HISTORY & HISTORIC
SITES

5. How much time are you willing to devote to this position if you are appointed?

AS MUCH AS NEEDED

6. What is your understanding of the Sedona Community Plan pertaining to Historic Preservation?

I WROTE THE FIRST HISTORIC PLAN &
IT DEFINITELY NEEDS TO BE UPDATED

7. What is your understanding of the Land Development Code's ordinance pertaining to Historic Preservation?

I WILL HAVE TO READ THE UPDATED
CODE

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
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8. If not currently a member of the Historic Preservation Commission, have you attended any Historic Preservation Commission meetings, and if so how many?

I WAS THE CREATOR OF THE HISTORIC PRESERVATION COMMISSION IN THE 1994(?) I WROTE THE HISTORIC PRESERVATION ORDINANCE, DID THE

9. What do you perceive are the top three issues facing the Historic Preservation Commission? Please consider both long and short-term issues. CLG STATUS

1ST HISTORIC ELEMENT, SURVIVY & ACHIEVED THE
THE ISSUES FACING THE COMMISSION IS PRESERVING HISTORIC BUILDINGS & SITES AND MANY MORE NEED PRESERVATION AS THE YEARS GO ON SUCH AS TLAQUAQUE

10. Are there any projects that you are personally interested in as a Historic Preservation Commission member?

ABOUT A DOZEN

11. What is your understanding of a Certified Local Government (CLG) and how do you feel it relates to the Historic Preservation Commission?

IT IS VERY IMPORTANT FOR A CITY TO HAVE THAT STATUS - MANY GRANTS ARE AVAILABLE THAT WAY

**Historic Preservation Commission
Application**



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(928) 282-3113 • Fax: (928) 204-7105

Additional information. If you would like to explain or elaborate on the experiences or professional qualifications you have checked, please use this space:

I AM A HISTORIAN AND WHEN LIVING IN SANTA BARBARA CALIFORNIA I WAS ASSISTANT DIRECTOR OF THE SANTA BARBARA HISTORICAL MUSEUM, PARTICIPATED IN MANY HISTORIC ASPECTS OF THAT AREA INCLUDING BEING A MEMBER OF THE LAS FIESTERAS FOLK DANCE GROUP, ALSO I AM A MEMBER OF THE NATIVE DAUGHTERS OF THE

To learn more about the Historic Preservation Commission's particular responsibilities, contact Cynthia Lovely, Senior Planner, Sedona Community Development Department at 928-203-5035 or email CLovely@SedonaAZ.gov.

Please return your completed application to the City Clerk's Office at Sedona City Hall located at 102 Roadrunner Drive, Sedona, AZ 86336. For more information about the application, interview, and selection process, please call (928) 282-3113.

Thank you for your interest in serving on Sedona's Historic Preservation Commission.

GOLDEN WEST. IN SEDONA I HAVE DONE HISTORIC TOURS TO HOPI, NAVAJO, GRAND CANYON AND LOCAL SEDONA TOURS - MY TOURS WERE HISTORY ORIENTED - NOT NEW AGE - JUST THE FACTS. I AM A MEMBER OF THE ARIZONA ARCHAEOLOGICAL SOCIETY, A MEMBER OF THE SEDONA HISTORICAL SOCIETY AND HAVE BEEN HONORED TO KNOW MANY OF THE PIONEER FAMILIES WHO HAVE NOW PASSED AWAY. MANY OF THEIR HOMES NEED TO BE PRESERVED

Marcy Garner

From: Nate Meyers <director@sedonamuseum.org>
Sent: Tuesday, October 22, 2024 12:28 PM
To: Marcy Garner
Subject: Re: HPC Commission Interviews

RECEIVED

OCT 22 2024

CITY OF SEDONA
CITY CLERK'S OFFICE

Marcy,

I'd like to re-up to the commission, too. Let me know if you need anything from me for my renewal appointment.

Nate Meyers
Executive Director
Sedona Heritage Museum

928.282.7038
www.sedonamuseum.org

On 2024-10-22 10:19 am, Marcy Garner wrote:

> Thank you. I will make note.

>

> Marcy

>

> From: director@sedonamuseum.org <director@sedonamuseum.org>

> Sent: Tuesday, October 22, 2024 9:49 AM

> To: Marcy Garner <MGarner@sedonaaz.gov>

> Subject: RE: HPC Commission Interviews

>

> At the moment the only conflicts I have are on Nov 18 and December 9.

>

>

> Nate Meyers

> Executive Director

> Sedona Historical Society and Sedona Heritage Museum

>

> 928.282.7038 x1001

>

> sedonamuseum.org [1]

>

> From: Marcy Garner <MGarner@sedonaaz.gov>

> Sent: Tuesday, October 22, 2024 9:37 AM

> To: Scott Jablow <SJablow@sedonaaz.gov>; Holli Ploog

> <HPloog@SedonaAZ.gov>; Nate Meyers <director@sedonamuseum.org>

> Cc: JoAnne Cook <JCook@sedonaaz.gov>; Steve Mertes

> <SMertes@sedonaaz.gov>; Cynthia Lovely <CLovely@sedonaaz.gov>; Donna

> Puckett <DPuckett@sedonaaz.gov>

> Subject: HPC Commission Interviews

>

> Good morning, Mayor Jablow, Vice Mayor Ploog, and Chair Meyers,

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

CITY OF SEDONA
CITY CLERK'S OFFICE

**Please read the following instructions carefully before filling out your application.
TYPE OR PRINT CLEARLY IN INK ONLY.**

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A resume may be included with your application; however, you must complete all information requested on this application. Resume attached? ☒ Yes ☐ No

Name: _____ Nate Meyers

Mailing Address: _____

Phone: _____ Cellular Phone: _____

Email Address: director@sedonamuseum.org

Are there any days you are not be available for an interview? _____

Are you a resident of the City of Sedona? ☒ Yes ☐ No
If yes, how many years? 2 mos

Have you previously been appointed by the City of Sedona to any position or served on any commission, board, committee or citizen engagement working groups other than the Historic Preservation Commission? ☐ Yes ☒ No

If so, what group and for what length of time? _____

The Historic Preservation Commission is a voluntary body made up of seven citizens appointed by City Council. The Historic Preservation Commission was established by Sedona City Council to promote the protection, enhancement and perpetuation of properties and areas of historic, cultural, archaeological, and aesthetic significance.

Typically, the Historic Preservation Commission meets the second Monday of the month at 4:00 p.m., in the Vultee Conference Room at City Hall, 102 Roadrunner, Building #106, Sedona.

In answering the following questions, if more space is required, please attach a separate sheet of paper.

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OCT 22 2024

CITY OF SEDONA
CITY CLERK'S OFFICE

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

1. Background experience and knowledge.

In 1998, the Arizona State Historic Preservation Office (SHPO) designated the City of Sedona as a Certified Local Government. To satisfy the City's Certified Local Government (CLG) Agreement with the SHPO, it is preferable that all Historic Preservation Commission members have experience or knowledge in at least one of the following areas: history, architectural history, architecture, historic interiors, historic architecture, planning, archaeology, historic archaeology, real estate, historic preservation law, or other historic preservation related field.

Which categories do you have experience and/or knowledge, check all that apply:

- ☒ Archaeologist/Archaeology
- ☒ Architect/Architecture/Architectural History
- ☒ Historian/History
- ☐ Real Estate
- ☐ Building Construction
- ☐ Historic Preservation Law
- ☒ Conservation/Preservation
- ☐ Land Use Planning
- ☐ Other related field (please explain) _____

2. Please explain your related experience or knowledge.

I have nearly 20 years of experience working in history museums in Arizona. My undergraduate degree is in History and my masters degree is in Museum Anthropology. I have experience with archaeology in coursework as well as working with archaeological collections in storage repositories. During my time working in history museums I have supported several NRHP nominations. I worked for many years in a building listed on the NRHP, and worked with AZ SHPO on renovations of that building. A large portion of my career has been spent as a collection curator, where preservation and research were foundational to my work.

3. What are your perceptions of the duties, responsibilities and role of the Historic Preservation Commission?

The HPC exists to designate buildings and sites in Sedona with important or noteworthy histories attached to them; to advise Council on matters of historic preservation; and to share the heritage of our built environment with the residents of Sedona

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

4. What do you hope to accomplish as a Commission/Board member?

I see my role as that of any other commissioner, except that I may be able to provide additional historical context or background to a discussion and marshal the resources of the Sedona Heritage Museum in support of the work of the HPC

5. How much time are you willing to devote to this position if you are appointed?

I see my role as a commissioner overlapping in significant ways with my work at the Museum. In that sense it is hard to put a number on it, since some of my Museum work will also double as work for the Commission. I will attend every regular and special meeting, as well as participate in any site visits

6. What is your understanding of the Sedona Community Plan pertaining to Historic Preservation?

The mere fact that the Community Plan has a section dedicated to Historic Preservation speaks volumes about how the City and community view the importance of historic preservation. Indeed, Sedona is unique among many Arizona cities in my experience in embracing its historic structures and working to preserve them. Historic preservation here, especially, is important to help all of the out of town visitors understand the heritage of our unique community, and help our residents find a deeper connection with the place they call home. In that way historic preservation aids in building a sense of community, a sense of place, and increases the quality of life for our residents.

7. What is your understanding of the Land Development Code's ordinance pertaining to Historic Preservation?

I think it is very forward thinking of the City of Sedona to include Historic Preservation in the Land Development Codes. The ordinance lays out the powers of the HPC, the various levels and types of designations, and importantly speaks to what happens when a property needs to be de-certified, which is an unfortunate but not unheard of circumstance. The fact that HPC has a voice in development is fantastic for our city's built heritage and saving our city's unique history.

**Historic Preservation Commission
Application**



City Of Sedona City Clerk's Office
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

8. If not currently a member of the Historic Preservation Commission, have you attended any Historic Preservation Commission meetings, and if so how many?

9. What do you perceive are the top three issues facing the Historic Preservation Commission? Please consider both long and short-term issues.

Sustainability of historic structures
Maintenance
Public awareness

10. Are there any projects that you are personally interested in as a Historic Preservation Commission member?

My time as a commissioner would be dedicated to building a strong relationship between HPC and the Museum. In supporting the work of one another we can elevate the work of both. By having the Museum's Executive Director on the commission we can ensure a strong working relationship between HPC and the Museum.

11. What is your understanding of a Certified Local Government (CLG) and how do you feel it relates to the Historic Preservation Commission?

I would love to have participated in the CLG Zoom meeting held on 10/27/2022 to learn more about the program. But from what I know of it the City and Commission should be eligible for grant funds to support preservation efforts in Sedona. I would be very interested in finding out what projects HPC sees on the horizon which would be grant eligible and want to help secure that funding in any way that I can.

Historic Preservation Commission Application



City Of Sedona City Clerk's Office

102 Roadrunner Drive Sedona, AZ 86336
(928) 282-3113 • Fax: (928) 204-7105

Additional information. If you would like to explain or elaborate on the experiences or professional qualifications you have checked, please use this space:

I have a passion for museums, for history, for old buildings. I have been fortunate to be able to turn that passion into a career, and I look forward to bringing that passion and my experience to the Sedona HPC.

To learn more about the Historic Preservation Commission's particular responsibilities, contact Cynthia Lovely, Senior Planner, Sedona Community Development Department at 928-203-5035 or email CLovely@SedonaAz.gov.

Please return your completed application to the City Clerk's Office at Sedona City Hall located at 102 Roadrunner Drive, Sedona, AZ 86336. For more information about the application, interview, and selection process, please call (928) 282-3113.

Thank you for your interest in serving on Sedona's Historic Preservation Commission.

Nate Meyers

Professional Experience

Executive Director, Sedona Heritage Museum, 2022 - present

Lead Consultant and Owner, South Mountain Consulting, 2014 - Present

Collection Coordinator and Curator of Collections, Chandler Museum, 2008 - 2022

Administrative and Exhibition Intern, Arizona Historical Society, 2008

Museum Assistant, Chandler Historical Society, 2005 - 2008

Associations, Boards, and Committees

American Association for State and Local History Small Museum Committee
Committee Member (2012 - 2021)
Blog Coordinator (2013 – 2016)

Museum Association of Arizona
Governance Committee (2018 - present)
Immediate Past President (2016 - 2018)
President (2014 - 2016)
Secretary (2013 - 2014)
Professional Development Director (2012 - 2013)
MAA Annual Conference Planning Committee Member (2013 - present)
MAA Strategic Planning Committee (2010-2011)

American Alliance of Museums
2018 Annual Meeting Host Committee (2015 - 2018)

Western Museums Association
2016 Annual Conference Host Committee (2014 - 2016)

Mesa Historical Museum Collection Committee
Committee Chair (2012 – 2017)
Committee Member (2011 - 2017)

Greater Phoenix Emerging Museum Professionals
President (2010 - 2012)
Co-Founder (2010)

Professional Presentations

American Association for State and Local History 2021 Annual Conference - "A Tale of Two Cities Revisited: Museums Built as Community Centers, Not Monuments to the Past"

American Association for State and Local History 2018 Annual Conference - "A Tale of Two Cities: Building Museums That Are Community Centers, Not Monuments to the Past"

American Alliance of Museums 2018 Annual Meeting - "Onsite Insight: The New Chandler Museum"

Museum Association of Arizona 2018 Spring Symposium - "Choosing the Right Collection Database for Your Institution"

Museum Association of Arizona 2017 Spring Symposium - "First Person Perspective: The Importance of First Person Voices in Exhibitions"

Western Museums Association 2016 Annual Conference - "Using a Wiki to Revolutionize Your Museum"

Museum Association of Arizona 2014 Annual Conference - "Putting Collections Online: Chandlerpedia"

Southwest Oral History Association 2014 Annual Conference - "Walking in a Wiki Wonderland – Using Wikis to Create Online Communities"

American Association for State and Local History 2013 Annual Conference - "Small Museums, Big Impact!"

Museum Association of Arizona 2013 Annual Conference - "Publishing Your Museum"
Arizona Archives Summit 2013 - "Documenting Under-documented Communities Through Oral History"

Museum Association of Arizona 2012 Annual Conference/Arizona Centennial Conference - "Chandlerpedia - Using Wikis to Engage New Audiences"

Museum Association of Arizona 2012 Annual Conference/Arizona Centennial Conference - "Re-interpreting Dr. Chandler"

Museum Association of Arizona 2012 Annual Conference/Arizona Centennial Conference - "Greater Phoenix Emerging Museum Professionals - Engaging the Next Generation of Museum Professionals"

Arizona Historical Advisory Committee 6th Annual Arizona Centennial Workshop 2009 - "The Best of Technology Meets Museums and Community: Worldwide Examples"

Museum Association of Arizona 2008 Annual Conference - "A Guide to Resolving Old Loans in Arizona Museums"

Education

MA Museum Anthropology, Arizona State University, May 2009

BA History, Music Performance, SUNY College at Geneseo, May 2004

Marcy Garner

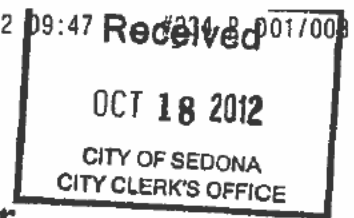
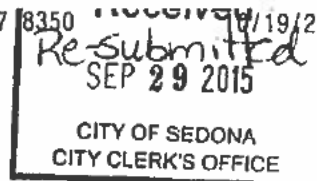
From: Steve Segner <[REDACTED]>
Sent: Tuesday, October 22, 2024 11:54 AM
To: Marcy Garner
Subject: Hpc trip

RECEIVED

OCT 22 2024

CITY OF SEDONA
CITY CLERK'S OFFICE

I wish to "stay on hpc ". You have my past application, the only thing that has changed is I'm older and perhaps a little wiser , although this may be up for debate by some this this. Steve Segner's



APPLICATION for COMMISSIONS and BOARDS

RECEIVED
MAR 29 2022

Please read the following instructions carefully before filling out
your application – type or print clearly in ink only.

CITY OF SEDONA
CITY CLERK'S OFFICE
Re-Applied.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given write in the letters "NA" for "Not Applicable".

RECEIVED

A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE
ALL INFORMATION REQUESTED ON THE APPLICATION

OCT 22 2024
CITY OF SEDONA
CITY CLERK'S OFFICE

Resume Attached: Yes () No ()

POSITION APPLIED FOR: Historic

APPLICANT'S NAME: Steve Seaner

ADDRESS: [REDACTED]
(Street or P.O. Box) (City) (State) (Zip)

PHONE: [REDACTED] Work: " Message Phone: "

E-MAIL ADDRESS [REDACTED]

Are you a resident of the City of Sedona? Yes (✓) No () How many years? 10

Have you previously been appointed to any position by the City of Sedona?

Yes (✓) No () If so, what and for what length of term? Historic Commission 2 terms

In answering the following questions, if more space is required, please attach a Budget Committee < 1 yrs
separate sheet of paper.

BACKGROUND INFORMATION WHICH YOU FEEL QUALIFIES YOU FOR THE APPOINTMENT:
(This should include education, employment history, community service, special interest and skills, personal philosophy.)

Past president of LA Pet Foods, Past president of
Western Pet Assoc. Past President Teresita Charter School
Board member Sedona Humane Society

Application
Page 2

What are your perceptions of the duties, responsibilities and role of the Commission for which you are applying?

I've been a comm. on and off for 4 yrs
and agree with the current work plan

What do you feel are the major issues facing this Commission?

Protecting + identifying historic properties
communicating to the community the history
of Sedona

Application Page 3

What do you hope to accomplish as a Commission member? . .

I personal would like to establish a
history walk - from Pink Jeep Plaza to
La Auberge
place plaques along walk about history
and possibly film making in Sedona
this will encourage walking from uptown to Tlaquepaque
If appointed to this Commission, are you willing to service the full term of the
appointment?

yes

Have you read the Community Plan or attended any meetings of the Commission, for
which you are applying?

yes



**CITY COUNCIL
AGENDA BILL**

**AB 3158
December 10, 2024
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/presentation by USFS Red Rock District Ranger, Alex Schlueter regarding USFS Red Rock District Ranger's priorities.

Department	City Manager/ Presenter Alex Schlueter, District Ranger
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	N/A
Exhibits	A. Coconino National Forest FY 2025 Program of Work B. Coconino National Forest November 2024 Update

Finance Approval	n/a	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	For information and discussion only ABS 11/21/24	Amount Budgeted
		\$ 0
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: At the October 8, 2024, council meeting during the review of the upcoming meeting schedule, Councilor Fultz requested that the USFS Red Rock District Ranger be invited to present to council on the Forest's priorities. District Ranger Alex Schlueter will share an overview of the Forest Service mission and management mandates; the Coconino National Forest priorities and what those priorities specifically mean for Red Rock Ranger District, including some examples of projects that fall under each priority. Due to the current federal budget shortfall at the USFS nationally, programs and priorities have been impacted. Attachment B is the updated direction to District employees as of November.

Board/Commission Recommendation: Applicable - ☒ Not Applicable

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

MOTION

I move to: For Information Only



File Code: 1930
Route To:

Date: April 24, 2024

Subject: FY2025 Program of Work and Leader's Intent

To: All Coconino National Forest Employees

As we turn our sights to fiscal year (FY) 2025 program of work (POW) planning, I want to first recognize each of you for your part in making the first half of FY24 such a success. So far this year, despite budget uncertainty and the normal deluge of projects and priorities, the Coconino National Forest treated an historic number of acres and, among other things, responded boldly to the Wildfire Crisis Strategy. I am continually impressed by the scope and quality of work produced by the Forest's amazing employees, partners, stakeholders, and volunteers.

With our FY25 POW, I look forward to building upon that work, and balancing the myriad things that push and pull for our time and resources. In alignment with the national Wildfire Crisis Strategy, the Strategic Plan of the Southwestern Region, and after consultation with the Forest Leadership team, the following represents my leader's intent and priorities for the Coconino National Forest in FY25.

1. **Landscape Restoration through implementation of the Wildfire Crisis Strategy.** Entering our third year of the Wildfire Crisis Strategy, the Forest has emerged as a leader in implementation and innovation across the 4FRI landscape and the nation. In FY25, we will build on our successes and continue to hit our assigned targets, provide timber supply to local industry, treat acres that meaningfully reduce the risk of catastrophic wildfire, and pursue forest restoration work that improves watershed, habitat, and forest health restoration.

We will ***implement landscape restoration through the Wildfire Crisis Strategy*** by:

- a. planning and implementing projects within the 4FRI footprint and high-risk fire-shed boundaries, while using best available tools to create a healthier and more resilient forest;
 - b. smartly utilizing prescribed fire and wildfire to reduce hazardous fuels, change fire behavior, and accomplish restoration objectives; and
 - c. implementing high-priority partnership planning projects (i.e. the Leroux Fuels Management Project and CC Cragin work), and planning efforts focused on multiple resource objectives, including an emphasis on completing the Forest-wide Grassland Restoration NEPA analysis.
2. **Work collaboratively with Tribal partners and continue trust- and relationship-building.** Our agency has a specific trust responsibility for protecting Tribal treaty rights, lands, assets, and resources, and within the nation-to-nation relationship, that goes beyond our typical responsibilities to other communities, partners, and permittees. Building upon the incredible work of our Tribal Liaisons and Heritage program staff, it's important that all of us understand this special relationship and continue to work together with our Tribal partners.



We will ***work collaboratively and continue trust- and relationship building with Tribes*** by:

- a. increasing outreach and communications with Tribal Councils, THPOs, and staff;
- b. beginning the Forest Plan Amendment process for improved management of the San Francisco Peaks and the associated Traditional Cultural Property;
- c. continuing to grow the Wood for Life program and sharing its successes with partners and internal audiences; and
- d. supporting the Heritage program with necessary survey work and administration of interpretive programs and research.

3. **Prioritize sustainable recreation and lands programs.** The Coconino National Forest has long been a leader in recreation management and external pressures and demands in both recreation and lands has only grown. Our charge is to remain both financially and ecologically sustainable while providing increased opportunities for visitor use on the most-visited National Forest in the Southwestern Region.

We will ***prioritize sustainable recreation and lands programs*** by:

- a. supporting efforts like the Greater Sedona Recreation Collaborative to address high-use recreation issues;
- b. filling critical lands positions across the forest;
- c. strategically planning to protect priority watersheds and riparian landscapes impacted by recreation; and
- d. investing in fee-based recreation sites and capitalizing on partnership projects to move towards a financially sustainable program.

4. **Foster a safe, supportive, and positive work environment.** Whether it's the great work of the Forest's Civil Rights Action Group, pursuing opportunities for Women in Wildfire, or spending time together at our All-Employee meetings, there are so many things to be proud of when it comes to fostering a positive work environment on the Coconino National Forest. We will prioritize supporting employees and continue the work to make the Coconino National Forest the best possible place to work.

We will ***foster a safe, supportive, and positive work environment*** by:

- a. celebrating our collective successes across the forest through awards, get-togethers, and employee spotlights;
- b. incorporating the principles of This Is Who We Are in our daily work; and
- c. maintaining focus on inclusion, diversity, and engagement with underrepresented communities through our hiring actions (especially Tribes and youth).

While these priorities outline the work that I expect you to do before anything else, I also hope this intent will serve as a touchpoint to help guide us throughout the coming fiscal year. I expect most of you are familiar with Gifford Pinchot's concept that when faced with competing interests, the question shall always be answered from the standpoint of the greatest good of the greatest number in the long run. These priorities represent what I believe will allow us to navigate our competing interests in alignment with Pinchot's foundational wisdom.

Thank you for all you have done to make FY24 a success so far, and all that you will do in continuing that success into FY25.



AARON W. MAYVILLE
Forest Supervisor

**File Code:** 1900**Date:** November 20, 2024**Route To:****Subject:** FY2025 Program of Work and Leader's Intent**To:** All Coconino National Forest Employees

In April, I shared my FY25 leader's intent and priorities, and the Forest's Program of Work Committee (POWC) was able to build out our POW for the current fiscal year. A fair bit has changed since that letter was written – budget outlook, national decisions around non-fire seasonals, a months-long hiring assessment, and a continuing resolution. Simply put, these shifts will require a hard look at what work we can reasonably afford this year.

To best position the Coconino National Forest and our work over the next three quarters, I have decided to amend my leader's intent and update the FY25 priorities. It's my hope that these streamlined priorities will help the POWC to right-size the POW and ensure that the critical work is being accomplished with a limited budget.

For FY25, the Coconino National Forest will:

1. Offer a minimum of 145,000 ccf for the next three years to ensure industry vitality and continued wildfire risk reduction consistent with the Wildfire Crisis Strategy.
2. Take advantage of all opportunities to safely use fire – when within prescription and properly resourced – to restore fire-adapted ecosystems and provide for fuels reduction consistent with the Wildfire Crisis Strategy.
3. Make every effort to keep developed recreation sites open without undue impact to natural resources, continue work to implement the forest-wide fee proposal, and support existing commitments to partners and previously funded projects.
4. Make meaningful progress with the vital equity and planning work across the San Francisco Peaks, to include the Forest Plan Amendment.

It is my hope that these simplified priorities will help us build a reasonable and appropriate POW for FY25, but I also want to acknowledge a few of the things that are not highlighted – namely, our work with Tribes and our continued efforts around work environment. It goes without saying that these two program areas remain critically important to how we do our work, and I believe strongly that when budgets are tight, we need to lean even further into taking care of each other, finding time to celebrate together, and maintaining our commitment to inclusion, diversity, and engagement with underrepresented communities. This work doesn't always translate into lines on a program of work spreadsheet, but we will prioritize supporting employees and continue the work to make the Coconino National Forest a safe, supportive, and fun place to work.



I am continually impressed by the scope and quality of work produced by the Forest's amazing employees, partners, stakeholders, and volunteers, and I greatly appreciate your resilience through everything that FY25 has brought and will bring. While I cannot predict exactly what may come, I am confident that we've got the right team in place to continue our great work across the Coconino National Forest.



AARON W. MAYVILLE
Forest Supervisor



**CITY COUNCIL
AGENDA BILL**

**AB 3166
December 10, 2024
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Public Hearing/discussion/possible action regarding approval of a Settlement Agreement with Olson Real Estate Group, Inc. dba R.D. Olson Development and 115 Schnebly, LLC to resolve litigation by affirming Planning and Zoning Commission's development review approval of Oak Creek Heritage Lodge Case Number: PZ23-00004 (DEV), suspension of Council Rules of Procedure 3.E.11 on reconsiderations, and discussion regarding making the Oak Creek Heritage Area Zoning District obsolete.

Department City Attorney's Office / Community Development

Time to Present 15 mins

Total Time for Item 60 mins

Other Council Meetings June 25, 2024

Exhibits A. Settlement Agreement

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Reviewed ABS 12/2/24	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background:

RD Olson Development (owner of the subject properties) and their representatives requested consideration and approval of a development review application to allow for the construction of a new lodging project on approximately 11.5 acres to the west of Schnebly Hill Road between State Route 179 and Bear Wallow Lane. The applicant submitted a conceptual application in July 2021 and conceptual review public hearings were held with the Planning and Zoning Commission on December 7, 2021 and May 14, 2022.

The applicant submitted a comprehensive development review application in March 2023. The application was amended in September 2023 and February 2024 in response to comments from the public, staff, and review agencies. The applicant's letter of intent states that the proposed project consists of a 70-room hotel, 4,600 square foot restaurant, 2,500 square feet

of outdoor seating, 4-treatment room spa, and 1,900 square feet of meeting space. A full description of the proposed use, along with a project plans, engineering reports, and previous versions of the submittal can be reviewed at the project page on the City's website at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projectsand-proposals/oak-creek-resort>

A public hearing for the DEV application was held by the Planning and Zoning Commission on April 16, 2024. Packet materials provided to the Planning and Zoning Commission, public comments received prior to the meeting, and minutes from that meeting are available at the following link:

<https://www.sedonaaz.gov/your-government/meetings-documents/-folder-5714>

After presentations from Staff and the applicant, questions from the Commission, public input, and further discussion, a motion for approval of the project was made and seconded. A vote on this motion resulted in a 7-0 vote, approving the project.

On April 30, 2024, two separate appeals of the Commission's approval of the DEV were filed by Lauren Thomas/Christine Wagner (Bear Wallow Lane Home Owners) and Sedona Residents Unite (Carol Breen, Nancy Friedman, Ann Kelley, Sean Smith, and Mark TenBroek), pursuant to LDC Section 8.2 (Summary Table of Review Procedures) and LDC Section 8.8.E (Appeal). The documents submitted in support of the appeal can be reviewed at the project page on the City's website at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projectsand-proposals/oak-creek-resort>

On June 25, 2024, the City Council reviewed and denied development review approval. In July 2024, the applicant filed a special action appeal of City Council's denial with the Yavapai Superior Court.

Litigation:

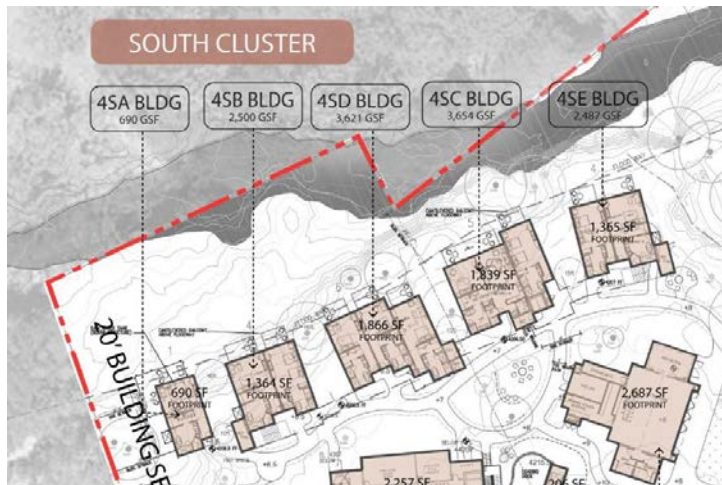
The City accepted service of the Complaint on July 30, 2024. On August 19, 2024, the City moved to dismiss Counts I and II of the Complaint. The applicant filed a response and the City a reply. The Yavapai County Superior Court has not yet set a date for oral arguments on the City's motion to dismiss. Christine Wagner, co-defendant, also filed a motion to dismiss.

Settlement Agreement:

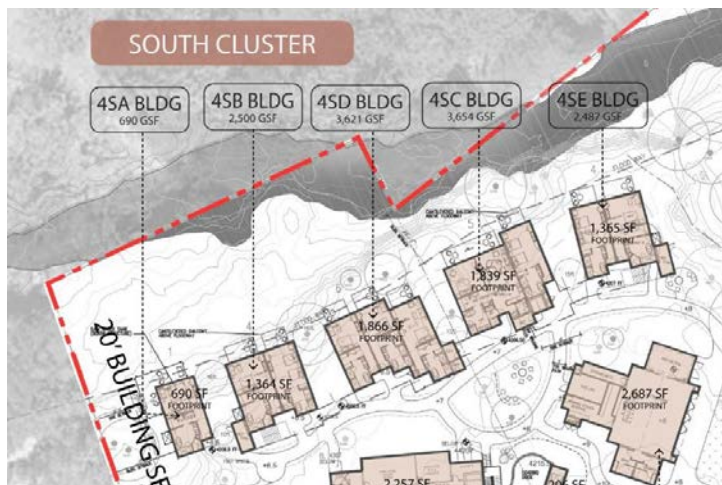
The applicant has proposed settling the litigation with the following terms:

- R.D. Olson agrees to make the following design modifications from the plan approved by Planning & Zoning on April 16, 2024:
 - o South cluster of lodging buildings along the floodway to be broken up into smaller

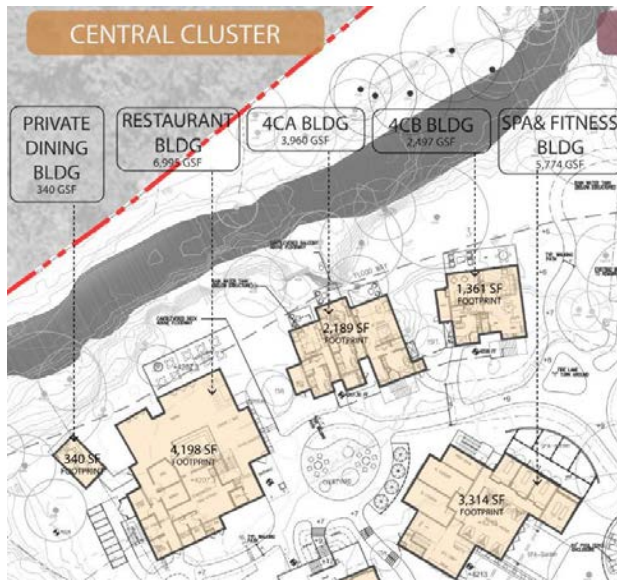
buildings (4SA, 4SB, 4SC, 4SD, and 4SE), generally consistent with the following drawing:



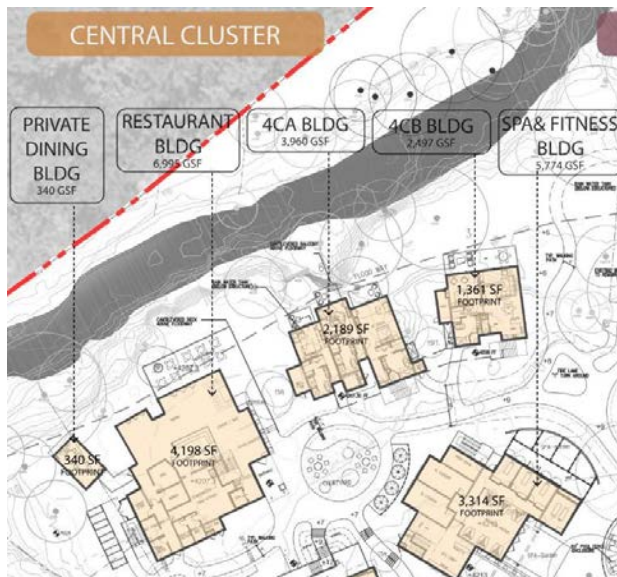
- o Less than half the length of balconies of south cluster of lodging buildings along the floodway will overhang the floodway, generally consistent with the following drawing:



- o Central cluster of lodging buildings along the floodway to be broken up into smaller buildings (4CA and 4CB), generally consistent with the following drawing:

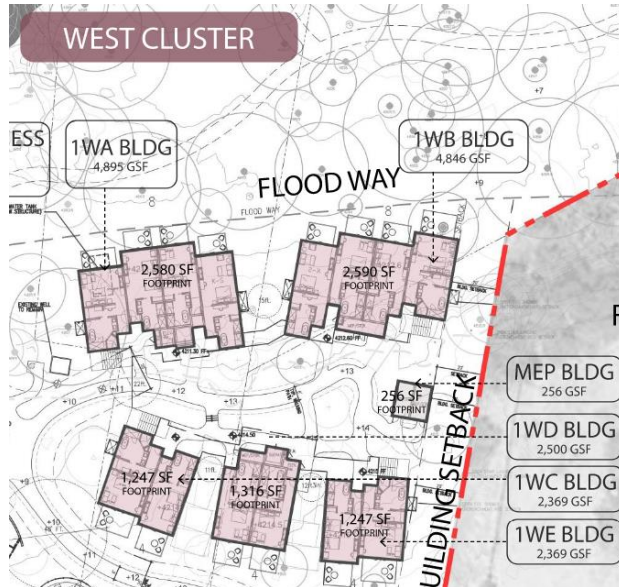


- o Less than half the length of one set of balconies of central cluster of lodging buildings along the floodway will overhang the floodway (except for the restaurant building), the remaining balconies will not overhang the floodway, generally consistent with the following drawing:

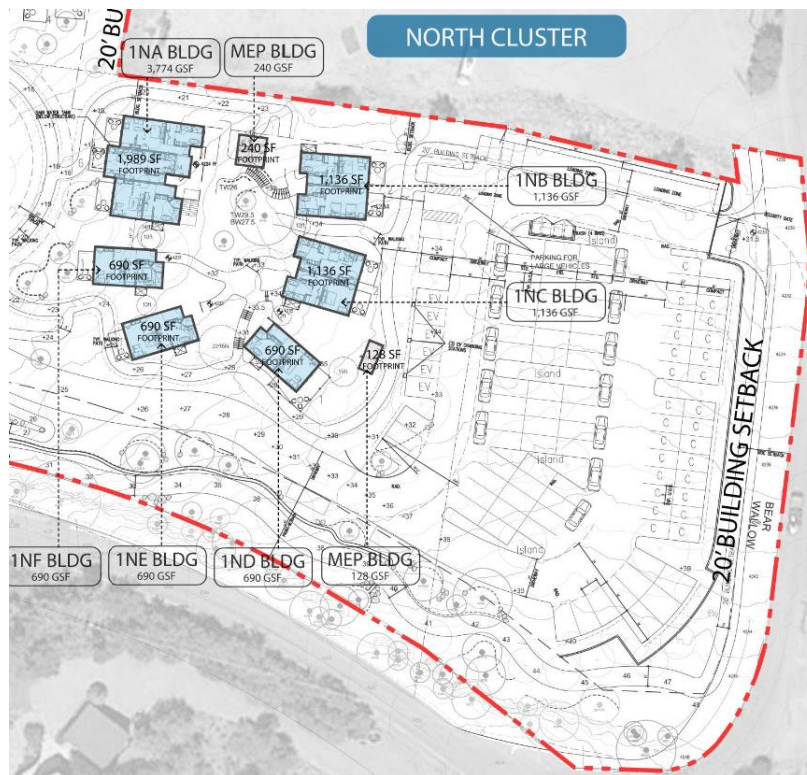


- o The entire length of balconies of west cluster of lodging buildings along the floodway will not overhang the floodway, generally consistent with the following

drawing:



- o Parking spaces to be increased from 90 to 118 spaces, generally consistent with the following drawing:



- In order to reduce the intensity of specific land uses onsite, R.D. Olson agrees to the following occupancy and use restrictions for the Oak Creek Heritage Lodge property:
 - o An event or meeting will not exceed 100 persons in attendance.
 - o An event or meeting will be subject to the following room reservation ratio for attendees:

Event's Hotel Guest Scale

Size of Event	Persons	%	Incremental Increase for Rms	Rooms Required
0-25	25	0%	0	0
26-50	25	20%	5	5
51-75	25	30%	7.5	12.5
76-100*	25	40%	10	22.5

*Maximum event size: 100 persons

o Restaurant reservations will be limited to guests with a limited allowance for off-site customers as follows:

Restaurant Dining

Dining Room (SF)	1,436
Diners per SF	18
Total Diners	80
25% Max Outside Guest**	20

**Does not include local neighbors from Bear

Wallow Lane and Schnebly Hill Road, guests from Rancho Sedona RV Park, or walking guests.

- o Spa reservations will be limited to guests with a limited allowance for off-site customers as follows:

Spa

Treatment Rooms	4
Hours per Day	10
Treatments per Day	40
25% Max Outside Guest**	10

**Does not include local neighbors from Bear

Wallow Lane and Schnebly Hill Road, guests from Rancho Sedona RV Park, or walking guests.

• R.D. Olson agrees to contribute five hundred fifty thousand dollars (\$550,000) help partially fund a land acquisition, design and/or construction of pedestrian path and/or pedestrian bridge crossing over Oak Creek adjacent to the Oak Creek between Owenby War

and Sombart Ln (the "Contribution").

The settlement agreement is attached as Exhibit A.

Staff believes it is in the best interest of the City for City Council to enter into the settlement agreement.

Oak Creek Heritage Area Zoning District

City Council can amend the Land Development Code to make the Oak Creek Heritage Area zone obsolete pursuant to LDC 2.1.C(3) "Obsolete Districts." Current obsolete zoning districts include: RS-5A, Special Use (SU), and Parking (P) zoning districts. This does not affect parcels currently zoned Oak Creek Heritage Area, but it would any additional land becoming zoned Oak Creek Heritage Area.

Upon direction from Council, City Staff would commence the LDC update process. The proposed changes would be sent to Planning and Zoning Commission for a recommendation with any other 2025 LDC updates.

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

Make sure box is checked. If marked "Yes", please include verbiage from Climate Action Plan/Sustainability.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Make sure box is checked. If applicable is marked, please make sure to include a detailed summary of the recommendation

Alternative(s): Reject the proposed settlement agreement and continue litigation.

MOTION

I move to: (After Public Hearing)

- 1)** Pursuant to City Council Rules of Procedure Rule 1.B.4 suspend Rule 3.E.11 on reconsiderations, **2)** Approve the Settlement Agreement with R.D. Olson, and **3)** Affirm Planning and Zoning Commission's April 16, 2024, approval of a Development Review (DEV) for the Oak Creek Heritage Lodge Case Number: PZ23-00004 (DEV) as amended by the Settlement Agreement.

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement”), effective on the date the last Party executes this Agreement, is entered by and between Olson Real Estate Group, Inc., doing business as R.D. Olson Development, and 115 Schnebly, LLC (collectively “RD Olson”) on one hand, and the City of Sedona and the Sedona City Councilors in their official capacities (collectively the “City”) on the other hand. RD Olson the City are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. 115 Schnebly, LLC owns, and Olson Real Estate Group, Inc. d/b/a R.D. Olson Development has an interest in, 11.5 acres of real property located at 115 Schnebly Hill Road in Sedona (the “Property”).

B. The Property is situated within the specific area plan known as the Schnebly Community Focus Area (the “Schnebly CFA”) and is subject to the Oak Creek Heritage Area zoning district (Section 2.20 of the City’s Land Development Code (LDC)).

C. Beginning in 2021, RD Olson submitted proposed plans to City staff and the City Planning and Zoning Commission (the “Commission”) for development of a hotel to be known as the Oak Creek Heritage Lodge, Cases PZ21-00011 and PZ23-00004 (the “Project”). Over the next three years, RD Olson revised its plans to incorporate feedback and participated in various public hearings in order to secure the required development review approval. The Commission unanimously approved development review for the Project on April 16, 2024.

D. Two groups of Sedona residents (collectively referred to as the “real parties in interest”) appealed the Commission’s decision to the City Council pursuant to LDC Section 8.8.E (the “Appeal”). The City Council voted 4-3 to overturn the Commission’s approval decision on June 25, 2024, resulting in a denial of RD Olson’s development review application accordingly.

E. RD Olson filed suit against the City on July 24, 2024, in Yavapai County Superior Court, Case No. S1300CV202400694 (the “Litigation”). The complaint alleged three causes of action against the City and sought special action and declaratory relief. The complaint also named the real parties in interest as indispensable parties to the Litigation but did not seek any affirmative relief against them.

F. The City filed a partial Motion to Dismiss Counts I and II on August 19, 2024 (the “City’s Motion”). RD Olson filed a response in opposition to the City’s Motion. The City’s Motion is fully briefed, and the Yavapai County Superior Court set oral argument on the City’s Motion for January 15, 2025.

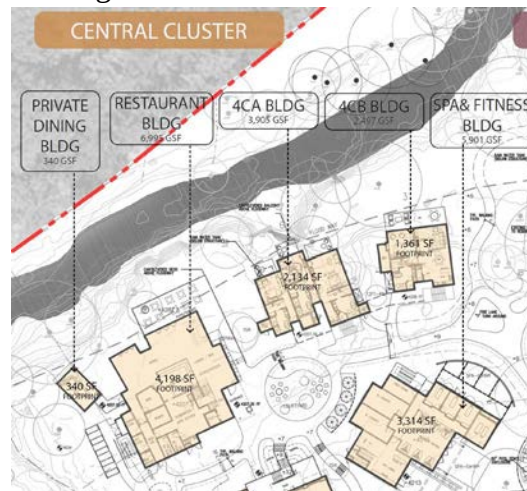
G. The Parties, without admission of liability or fault in any way, desire to compromise and settle the claims which were or could have been asserted by the Parties against each other in the Litigation. By entering into this Agreement, no Party herein is admitting the sufficiency of any claim or position of any other Party, or the sufficiency of the defense of any such claim or position asserted by any other party to the Litigation.

COVENANTS

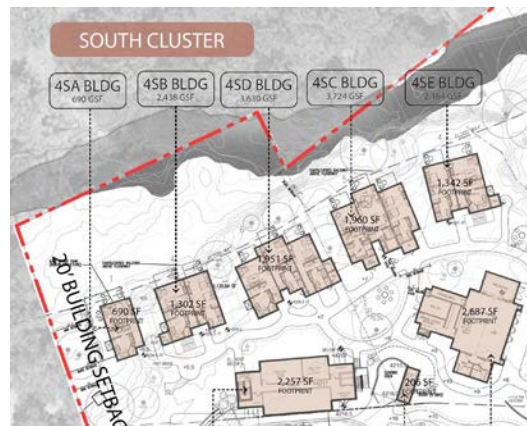
In consideration of the above introduction and Recitals, the Parties agree as follows:

1. The above-referenced introduction Recitals are incorporated herein as covenants in this Agreement.
2. RD Olson agrees to amend its development review application (as approved by the Commission on April 16, 2024) as follows:
 - a. Design modifications to the Project:

- i. The “South Cluster” of lodging buildings along the floodway to be broken up into smaller buildings (specifically those identified as 4SA, 4SB, 4SC, 4SD, and 4SE), generally consistent with the following drawing:

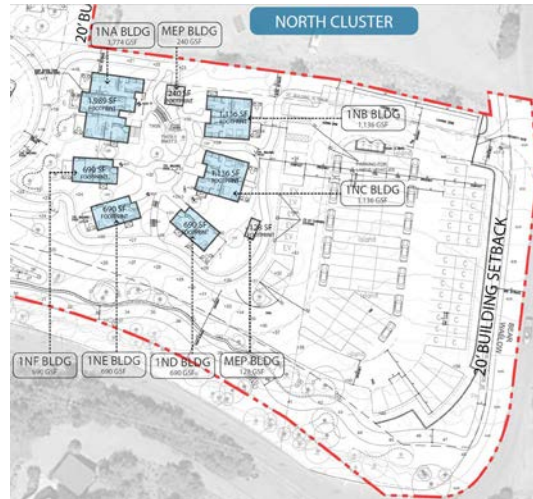


- ii. Less than half the total length of balconies of “South Cluster” lodging buildings along the floodway will overhang the floodway, generally consistent with the following drawing:



- iii. The “Central Cluster” of lodging buildings along the floodway to be broken up into smaller buildings (specifically 4CA and 4CB), generally consistent with the following drawing:

- vi. Vehicular parking spaces to be increased from 90 to 118 spaces, generally consistent with the following drawing:



An amended site plan incorporating these design modifications to the Project is appended to this Agreement as Exhibit A.

b. Occupancy and use restrictions for the Project:

- i. An event or meeting will not exceed 100 persons in attendance.
- ii. An event or meeting will be subject to the following room reservation ratio for attendees:

Event's Hotel Guest Scale				
Size of Event	Persons	%	Incremental Increase for Rms	Rooms Required
0-25	25	0%	0	0
26-50	25	20%	5	5
51-75	25	30%	7.5	12.5
76-100*	25	40%	10	22.5

*Maximum event size: 100 persons

- iii. Restaurant reservations will be limited to guests with a limited allowance for off-site customers as follows:

Restaurant Dining	
Dining Room (SF)	1,436
Diners per SF	18
Total Diners	80
25% Max Outside Guest**	20

**Does not include local neighbors from Bear Wallow Lane and Schnebly Hill Road, guests from Rancho Sedona RV Park, or walking guests.

- iv. Spa reservations will be limited to guests with a limited allowance for off-site customers as follows:

Spa	
Treatment Rooms	4
Hours per Day	10
Treatments per Day	40
25% Max Outside Guest**	10

**Does not include local neighbors from Bear Wallow Lane and Schnebly Hill Road, guests from Rancho Sedona RV Park, or walking guests.

3. The City agrees by majority vote of a quorum of City Council members taken at its December 10, 2024 City Council meeting (the “December Meeting”) to approve RD Olson’s development review application for the Project (as amended by this Agreement, the “Amended Application”). The City herein represents:

- a. The City followed all applicable state laws (including, but not limited to, open meeting laws) and local ordinances to schedule, provide notice of, and publish a written agenda for the December Meeting, including proper notice about potential executive sessions to discuss this Agreement;
- b. The City followed all applicable state laws, local ordinances, and local procedural rules/policies to consider/reconsider and vote on the Amended Application. Specifically, the City represents the current adopted version of the “City of Sedona City Council Rules of Procedures and Policies” permits the City Council to validly consider/reconsider the Amended Application notwithstanding any potentially conflicting provision in the City Code, the LDC, or Robert’s Rules of Order.
- c. The City affirms that its approval of the Amended Application at the December Meeting is final, shall be deemed an appellate affirmance of the Commission’s April 16, 2024, approval of the Project in accordance with LDC Section 8.8.E as amended, and will not require further any review or approval by the Commission and/or City Council.

4. RD Olson agrees to prepare a Notice of Settlement in accordance with Ariz. R. Civ. P. 5.3(d), to be signed by both Parties concurrently with this Agreement. RD Olson will file the Notice of Settlement and request the Court vacate the January 15, 2025, oral argument on the City’s Motion. RD Olson also will prepare a Notice of Dismissal to dismiss the Litigation with prejudice in accordance with Ariz. R. Civ. P. 41(a)(1)(A)(i). The Notice of Dismissal will state that the Litigation is dismissed with prejudice and each Party (including other parties to the Litigation) will be responsible for their own attorneys’ fees and costs. RD Olson will file the Notice of Dismissal in Court within 30 days following final City Council approval of the Amended Application and this Agreement.

5. In the event the City’s final approval of the Amended Application is appealed or challenged by any person in court, the City agrees to facilitate RD Olson’s intervention/participation in that forum, cooperate with RD Olson’s defense, and (if named as a party, deponent, or witness) defend the City’s approval of the Amended Application.

6. RD Olson agrees to contribute up to five hundred fifty thousand dollars (\$550,000) (the “Contribution”) to help partially reimburse the City for efforts to acquire property, design, and/or construct pedestrian paths and/or pedestrian bridge crossings over and around Oak Creek

between Art Barn Road and Sombart Lane as generally shown on Exhibit B (the “Oak Creek Plan”). The Contribution is subject to the following conditions:

- a. The Contribution shall only be used by the City to reimburse the City for construction, design, and/or land acquisition costs to implement the Oak Creek Plan.
- b. The Contribution shall not become payable by RD Olson unless and until: i) the City purchases property and dedicates it for Oak Creek Plan use; or ii) the Oak Creek Plan is approved by the City Council, and is fully funded by the City (minus the Contribution) at a cost of approximately five million five hundred thousand dollars (\$5,500,000). If the City requests reimbursement under the first condition, RD Olson shall pay a 10% pro rata share of the land acquisition costs within forty-five (45) days of request by the City, capped at the \$550,000 Contribution amount. If the City requests reimbursement under the second condition, RD Olson shall pay the net Contribution to the City of Sedona (factoring in any previous pro rata payments) within forty-five (45) days of the request by the City. This obligation is valid for a period of fifteen (15) years from the effective date of this Agreement.

7. In consideration of RD Olson’s agreement to make the Contribution in accordance with Paragraph 6 of this Agreement, and to make the amendments to the Amended Application described in Paragraph 2, the City agrees to exempt the Project from any increase in development impact fees or new development impact fees that may be passed or implemented by the City Council through December 31, 2028. The City’s current development impact fee proposal is available at: <https://www.sedonaaz.gov/your-government/departments/community-development/fees>. However, this development impact fee exemption will not run with the Property, and any new Property owner (unrelated to RD Olson¹) may be subject to any future development impact fees that may be passed or implemented by the City Council.

8. In consideration of the above, the Parties hereby release and discharge each other, as well as any and all, predecessors-in-interest, successors-in-interest, and assigns from any and all past, present, and future claims, debts, liabilities, damages, demands, obligations, costs, expenses, actions and causes of action, of every kind, nature and description, whether known or unknown, in law or equity, which were, or could have been, asserted, either now or in the future, with respect to the Litigation.

9. The Parties agree that they will each bear their own attorneys’ fees and costs with respect to the Appeal, Litigation, and the preparation of this Agreement. However, a Party may seek to recover reasonable attorneys’ fees and costs if the Party prevails in any action seeking enforcement of this Agreement.

10. The Parties warrant that they have read the Agreement; have obtained the advice of legal counsel, or had the opportunity to do so, with respect to the terms of the Agreement; and are legally empowered and authorized to execute the Agreement. Accordingly, any uncertainty or

¹ RD Olson or its affiliates may create one or more special purpose entities for the purpose of developing, funding, and/or operating the Project, and such affiliated entities will likewise be exempt from any new development impact fees in accordance with Paragraph 7.

ambiguity existing in this Agreement shall not be interpreted against any party as a result of the manner of the preparation of this Agreement.

11. This Agreement, constitutes the entire agreement between the Parties and the proposals, offers, counteroffers, discussions, and agreements, if any, occurring prior to the execution of this Agreement, and not included herein, are null and void. This Agreement constitutes the integrated and entire agreement of the Parties. The terms of this Agreement may not be modified or changed in any way except by an agreement in writing approved by the City Council and signed by RD Olson and the City's Mayor and City Attorney.

12. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, agents, representatives, co-owners, co-borrowers, spouses, and assigns, including subsequent City Councils.

13. No waiver of any term or condition of this Agreement will constitute a waiver of any other term or condition, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless in writing, executed by the Party making the waiver. Any Party may waive any provisions of this Agreement intended for its benefit, but such waiver will in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which combined shall constitute one and the same instrument. The Parties further acknowledge that facsimiled and e-mailed signatures are as valid as original signatures.

15. This Agreement is entered into in Arizona and shall be governed by and construed in accordance with the laws of the State of Arizona.

[This section intentionally blank. Signature page to follow.]

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET FORTH OPPOSITE THEIR RESPECTIVE SIGNATURES BELOW.

115 Schnebly, LLC

Olson Real Estate Group, Inc. d/b/a R.D. Olson Development

DATED: _____, 2024

SIGNED: _____
Bob Olson

City of Sedona

Sedona City Councilors, in their official capacities

DATED: _____, 2024

DATED: _____, 2024

SIGNED: _____
Scott Jablow, on behalf of himself
and all City Defendants

SIGNED: _____
Kurt Christianson, approved as to form

ATTEST:

JoAnne Cook, City Clerk

Amended Site Plan

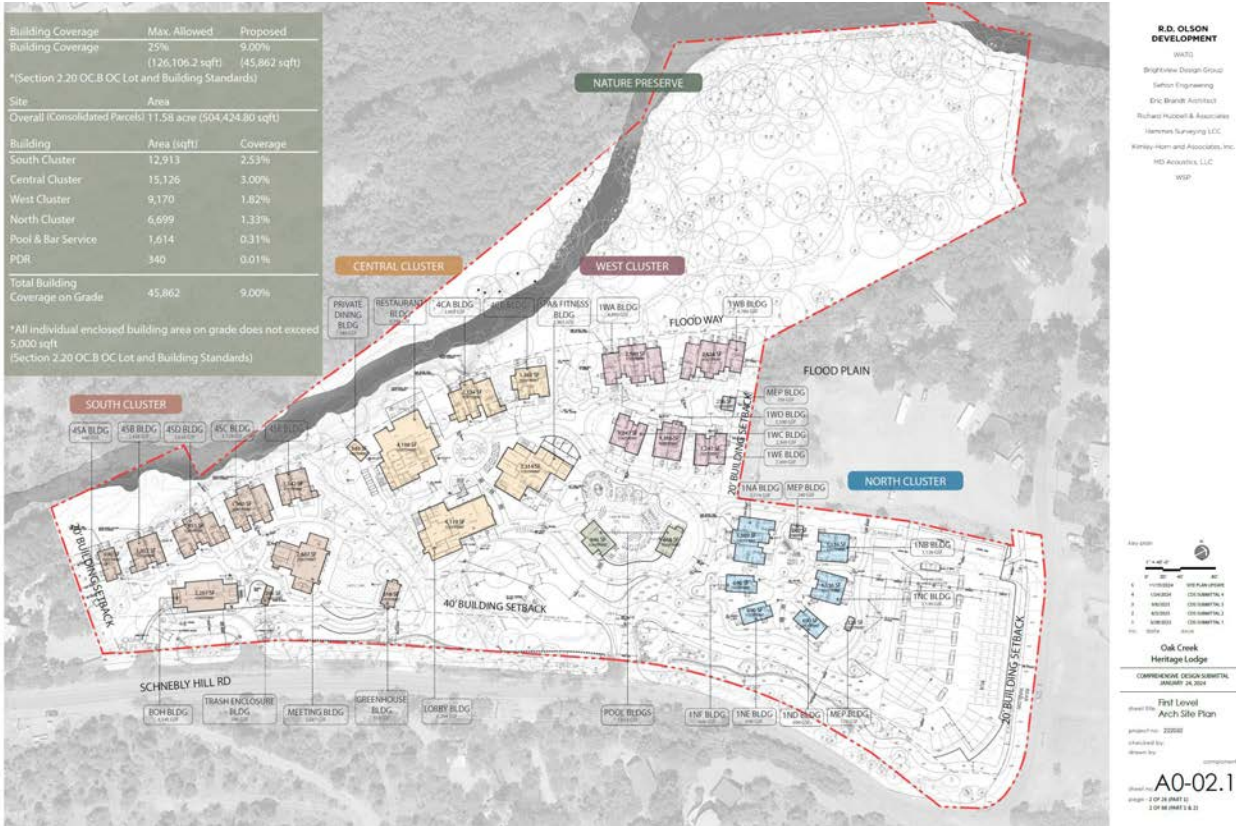
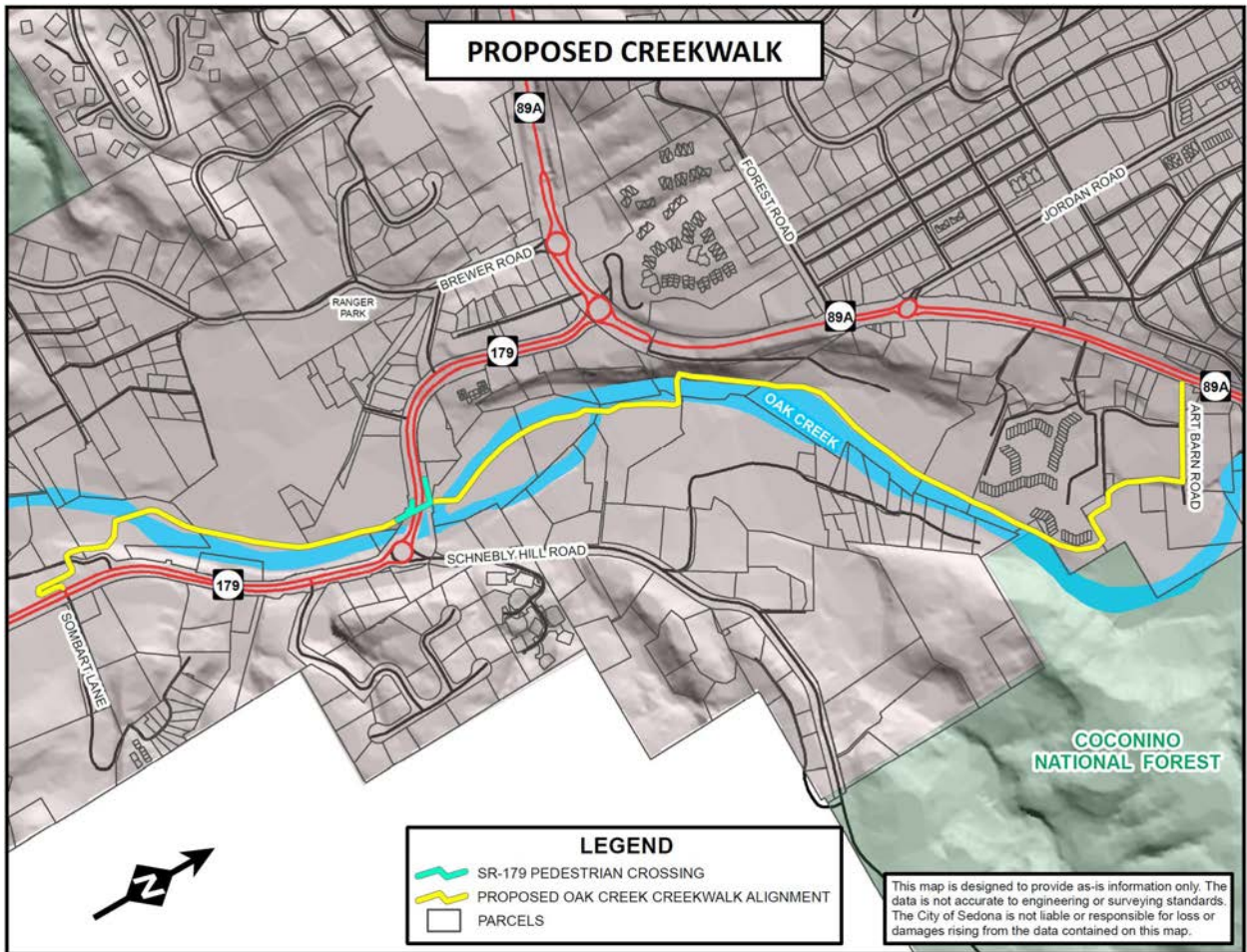


Exhibit B
Oak Creek Plan





**CITY COUNCIL
AGENDA BILL**

**AB 3071
December 10, 2024
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Public Hearing/discussion/possible direction regarding Development Impact Fees and the proposed Development Fee Report.

Department	City Manager/Anette Spickard and Finance/Barbara Whitehorn
Time to Present	10 minutes
Total Time for Item	40 minutes
Other Council Meetings	August 13, 2024; September 24, 2024; October 8, 2024; November 12, 2024; November 26, 2024
Exhibits	A. Memo from Finance Director

Finance Approval	Reviewed 12/3/24 BGW	Expenditure Required \$ 0 Amount Budgeted \$ 0 Account No. N/A (Description)	
City Attorney Approval	Reviewed 12/4/24 KWC		
City Manager's Recommendation	Discussion and direction to staff on implementation of Development Impact Fee to bring back to January 14, 2025 meeting. ABS 12/2/2024		

SUMMARY STATEMENT

Council conducted the first public hearing on the proposed Development Impact Fees (DIF) on November 12, 2024 following the adoption of the LUA and IIP (see schedule below). No public testimony was received either in writing or in person. After Council discussion, staff was asked to bring back options for multi-family housing and draft language for the DIGAH policy related to impact fees. Those options, along with financial details and impacts regarding the options, were presented and discussed at the November 26, 2024, meeting. Staff was asked to return to the December 10 meeting with options for phasing in the new DIF. Exhibit A outlines different scenarios for phasing in the DIF along with estimated revenue impacts.

DIGAH Policy draft revision:

At the November 26 meeting, Council also discussed a revision to the Development Incentives & Guidelines for Affordable Housing as it relates to payment of the DIF for multi-family housing

developments. At a minimum, a revision to the DIGAH policy regarding incentives and impact fees is needed to conform to Arizona's gift clause. Two options based on Council's discussion are described below.

a. Fee Waivers and Deferrals

The City will ~~waive~~ **pay** or defer all applicable development impact fees, development review fees and building permit and inspection fees for AHUs. The City may ~~waive~~ **pay** or defer a portion of any applicable development impact fees, development review fees and building permit and inspection fees for the market rate units in a development that includes AHUs.

Alternative language proposed by Councilor Kinsella

a. Fee Waivers and Deferrals

The City ~~will~~ **may** ~~waive~~ **pay** or defer all applicable development impact fees, development review fees and building permit and inspection fees for AHUs. The City may ~~waive~~ **pay** or defer a portion of any applicable development impact fees, development review fees and building permit and inspection fees for the market rate units in a development that includes AHUs.

Staff currently alerts developers of the DIGAH and the available of the City payment and/or deferral of fees for affordable housing, but it is not generally sufficient to encourage development of affordable housing. A comprehensive DIGAH review is in process including reviewing definitions, like the definition of "affordable," exploring inclusion of wastewater capacity fees, and a maximum mix of market rate housing in the project. The Comprehensive DIGAH revisions will be brought to Council under a separate agenda item in the future.

Background:

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

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

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

Sedona Adoption Process Schedule- Revised

- June 1, 2024: Publish Draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan
 - o The documents and public hearing information were published on our Community Development Fees website on May 30, 2024
- August 13, 2024: Public Hearing, LUA and IIP presentation
 - o Council held the hearing and asked staff to revise the adoption schedule to include another meeting prior to adoption so that the consultant could bring back comparison data of other communities.
- September 24, 2024: LUA and IIP presentation, community comparison data review

- October 8, 2024: Public Hearing, LUA and IIP Adoption
- October 9, 2024: Publish Draft Development Fee Report
- November 12, 2024: Public Hearing, Development Fee Report presentation
- November 26, 2024: Public Hearing, Development Fee Report, continued discussion
- December 10, 2024: Public Hearing, Development Fee Report, continued discussion and direction
- January 14, 2025: Public Hearing, Development Fee Report Adoption by Resolution
- March 31, 2025: Development Fees Effective

The publication of a notice of public hearing on Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP), and the publication of those draft plans is required a minimum of 60 days prior to this first hearing. Those documents were published more than 60 days in advance.

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

Council has held the required first public hearing and a second public meeting to discuss the LUA and IIP. On October 8, 2024, as part of a public hearing, City Council adopted the LUA and IIP. The resulting proposed DIF are based on a combination of the LUA and the IIP and the application of a fee-calculation methodology for each fee category. The consultant evaluated existing conditions and needs for each service area and identified and applied the most appropriate methodology to develop the fees. The three possible fee methodologies include:

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

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

1. Do not implement the new DIF fee as proposed in the Development Fee Report published on October 9 and keep the fee at the current amount.
2. Implement the new DIF fee as proposed in the Development Fee Report published on October 9 for all development types.
3. Direct staff to reduce the transportation portion of the DIF using Option 1 as presented by Tischler-Bise on November 12.

MOTION

I move to: (After Public Hearing)
approve Option _____ and direct staff to schedule a public hearing and adoption of the Development Impact Fee Report by Resolution on January 14, 2025.



December 10, 2024

To: Mayor and City Council
From: Anette Spickard, City Manager
By Barbara Whitehorn, Director of Financial Services
Re: Development Impact Fees, Potential Phase-In Options

At the November 26, 2024 City Council meeting, Council requested that staff come back on December 10 with additional information about Development Impact Fees (DIF) and provide options including the revenue difference should Council choose to keep the existing fee structure, and should Council choose to phase-in the proposed fees over time.

Four options are outlined in this memo,

1. Keep the existing fee structure.
2. (A) Phase-in the proposed fees over three years at 50%, 75% and 100%.
(B) Phase-in the proposed fees over four years at 50% for two years, 75% and 100%.
(C) Phase-in the proposed fees over four years at 50%, 75% for two years, and 100%.

OPTION 1: Keep existing fee structure.

Below is a table of historic collections of impact fees over the last five years. Note that new fees were adopted on September 9, 2019.

	FY 2019/20*	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Parks & Recreation	\$ 250,006	\$ 300,404	\$ 96,593	\$ 153,849	\$ 127,133
Police	\$ 55,924	\$ 70,027	\$ 64,735	\$ 74,906	\$ 85,571
Streets	\$ 150,472	\$ 287,869	\$ 233,515	\$ 342,444	\$ 332,287
TOTAL	\$ 456,402	\$ 658,300	\$ 394,843	\$ 571,199	\$ 544,991

The average annual collections over the five years is \$525,147. Given that FY 2019/20 includes three months of the previously adopted fees, for projections we are using the average collections under the September 9, 2019, fee structure (FY 2021-2024), which is \$542,333.

If the existing fees are extended, rather than adopting the Proposed Fees, the projected collections over the 10-year time horizon is \$5,423,333. The Proposed Fees were developed to fund projects that are anticipated to be development impact fee eligible over

the next ten years. Below is a table of the total anticipated project costs and the total projected collections based on the Proposed Fees.

100% Proposed Fees		
	Project Estimates	Projected Revenue
Parks & Recreation	\$ 4,710,629	\$ 4,191,084
Police	\$ 3,117,001	\$ 3,251,792
Streets	\$ 12,296,849	\$ 12,296,830
TOTAL	\$ 20,124,479	\$ 19,739,706

Projected 10-Year Collections

Current Fees	\$ 5,423,333
Proposed Fees	<u>\$ 19,739,706</u>

Difference \$ (14,316,374)

Keeping the existing fees would require the City to fund over \$14 million in DIF-eligible projects from other revenue sources.

OPTION 2: Phase-in the new fees over a three to four-year period.

There are any number of phase-in options for the fees. For the purpose of this meeting, staff has developed three, Phase-Ins A, B and C.

Phase-In A assumes that the fees will be implemented at 50% on March 31, 2025, increasing to 75% on March 31, 2026, and to 100% on March 31, 2027, for a three-year phase-in.

Phase-In B assumes that the fees will be implemented at 50% on March 31, 2025, held at 50% for two years, increasing to 75% on March 31, 2027, and to 100% on March 31, 2028, for a four-year phase-in.

Phase-In C assumes that the fees will be implemented at 50% on March 31, 2025, increasing to 75% on March 31, 2026, held at 75% for two years, and increasing to 100% on March 31, 2028, for a four-year phase-in.

Details of the three potential phase-in options are below.

Phase-In A Assumptions

March 31, 2025: 50% of Proposed Fees

March 31, 2026: 75% of Proposed Fees

March 31, 2027: Fees at 100%

March 31, 2025-March 30, 2026	
50% of Proposed Fees	
Parks & Recreation	\$ 209,554
Police	\$ 162,590
Streets	\$ 614,842

March 31, 2026-March 30, 2027	
75% of Proposed Fees	
Parks & Recreation	\$ 314,331
Police	\$ 243,884
Streets	\$ 922,262

March 31, 2027	
100% of Proposed Fees (remaining 8 years)	
Parks & Recreation	\$ 3,352,867
Police	\$ 2,601,434
Streets	\$ 9,837,464

Total Projected Fees, 10 years			
	Phase-in	Proposed	Difference
Parks & Recreation	\$ 3,876,753	\$ 4,191,084	\$ (314,331)
Police	\$ 3,007,908	\$ 3,251,792	\$ (243,884)
Streets	\$ 11,374,568	\$ 12,296,830	\$ (922,262)
TOTAL	\$ 18,259,228	\$ 19,739,706	\$ (1,480,478)

The difference in total collections between Phase-In A and the Proposed Fees over the 10-year period is (\$1,480,478), as broken down above.

Phase-In B Assumptions

March 31, 2025: 50% of Proposed Fees

March 31, 2027: 75% of Proposed Fees

March 31, 2028: Fees at 100%

March 31, 2025-March 30, 2027	
50% of Proposed Fees	
Parks & Recreation	\$ 419,108
Police	\$ 325,179
Streets	\$ 1,229,683

March 31, 2027-March 30, 2028	
75% of Proposed Fees	
Parks & Recreation	\$ 314,331
Police	\$ 243,884
Streets	\$ 922,262

March 31, 2028	
100% of Proposed Fees (remaining 7 years)	
Parks & Recreation	\$ 2,933,759
Police	\$ 2,276,254
Streets	\$ 8,607,781

Total Projected Fees, 10 years			
	Phase-in	Proposed	Difference
Parks & Recreation	\$ 3,667,199	\$ 4,191,084	\$ (523,886)
Police	\$ 2,845,318	\$ 3,251,792	\$ (406,474)
Streets	\$ 10,759,726	\$ 12,296,830	\$ (1,537,104)
TOTAL	\$ 17,272,243	\$ 19,739,706	\$ (2,467,463)

The difference in total collections between Phase-In B and the Proposed Fees over the 10-year period is (\$2,467,463), as broken down above.

Phase-In C Assumptions

March 31, 2025: 50% of Proposed Fees

March 31, 2026: 75% of Proposed Fees

March 31, 2028: Fees at 100%

March 31, 2025-March 30, 2026	
50% of Proposed Fees	
Parks & Recreation	\$ 209,554
Police	\$ 162,590
Streets	\$ 614,842

March 31, 2026-March 30, 2028	
75% of Proposed Fees	
Parks & Recreation	\$ 628,663
Police	\$ 487,769
Streets	\$ 1,844,525

March 31, 2028	
100% of Proposed Fees (remaining 7 years)	
Parks & Recreation	\$ 2,933,759
Police	\$ 2,276,254
Streets	\$ 8,607,781

Total Projected Fees, 10 years			
	Phase-in	Proposed	Difference
Parks & Recreation	\$ 3,771,976	\$ 4,191,084	\$ (419,108)
Police	\$ 2,926,613	\$ 3,251,792	\$ (325,179)
Streets	\$ 11,067,147	\$ 12,296,830	\$ (1,229,683)
TOTAL	\$ 17,765,735	\$ 19,739,706	\$ (1,973,971)

The difference in total collections between Phase-In B and the Proposed Fees over the 10-year period is (\$1,973,971), as broken down above.



**CITY COUNCIL
AGENDA BILL**

**AB 3095
December 10, 2024
Regular Business**

Agenda Item: 8d

Proposed Action & Subject: Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.

Department	City Clerk/ JoAnne Cook, PW/ Kurt Harris, Finance/ Sterling West.
Time to Present	2 minutes
Total Time for Item	5 minutes
Other Council Meetings	12-13-11, 11-27-12, 12-10-13, 11-25-14, 06-23-15, 11-24-15, 08-09-16, 11-22-16, 11-28-17, 04-24-18, 11-27-18, 11-26-19, 11-24-20, 11-23-21, 11-22-2022; 11-28-23; 11-26-24
Exhibits	A. Proposed Changes to the Consolidated Fee Schedule B. Memo Re: Proposed City Clerk Fee rational for Special Event Business License (SEBL) Fee. C. Proposed City Clerk Fee rational for Short Term Rental Permit Fee. D. Resolution E. Ordinance

Finance Approval	Reviewed BGW	
City Attorney Approval	Reviewed 12/4/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Recommend adoption ABS	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background: On November 26, 2024 this item came to Council for approval, however, no public hearing was opened and closed. A public hearing will be held at this meeting a new vote to adopt Ordinance No. 2024-10 will be held.

On December 13, 2011, the City Council adopted Ordinance No. 2011-13. This ordinance set forth procedures governing the adoption and updating of a consolidated fee schedule. Per this ordinance, all City departments are required to review the consolidated fee schedule annually and recommend proposed changes to the schedule. Proposed changes are to contain an explanation for the need for the newly proposed fees and identify any fees that may be mandated by law and any requests for deletions or increases. The City Manager shall then

place on the regular agenda of the City Council at least annually an action item and public hearing on the fee schedule.

Publication on the City's internet site of proposed fee changes shall take place at least 60 days prior to adoption of any new fees or increases. The proposed changes to the consolidated fee schedule have been published on the City's website since September 19, 2024. The proposed revisions to the consolidated fee schedule are set forth in the resolution submitted with this agenda bill. These revisions include the following:

City Clerk Department

- a) See City Clerk in Exh. A and Exh. B for proposed changes to Special Event Business Licenses (SEBL) Fee.
 - The proposed fee is \$70 per application for SEBL for applicants intending to participate in 7+ events per calendar year, or \$10 per event per calendar year. A new application and \$70 fee is required annually.
 - Rationale: Regular Business Licenses fees are \$70 for the 1st year and renewed annually for \$35 for businesses with a brick-and-mortar location within city limits. Currently we allow applicants (local and out of town vendors) who intend to participate in 7+ special events (arts festivals, etc.) per calendar year to apply for a Regular Business License to streamline the process for applicants who would otherwise be applying for a separate application prior to each event. The new fee would also give a more accurate break out of workload indicators for the number of Regular Business Licenses vs. SEBL processed annually.
- b) See City Clerk in Exh. A and Exh. C for proposed changes to Short Term Rental Permit Fee.
 - The proposed fee is \$210 per application for one unit (\$10 increase)
 - Rationale: The rate is based on 100% cost recovery of direct and indirect costs, see Exh. C.

Background of initial Short-Term Rental (STR) Permit Fee: In 2023 permit fees were approved during the proposed update to the Consolidated Fee Schedule in November 2022. The fees were based on a Service Fee Summary Calculation that included Cost Types, Personnel \$87,710.00, Ongoing Supplies & Services \$71,850.00, One-time Supplies & Services \$890.00, and Indirect Cost Allocations \$36,051, for a total annual cost of service of \$196,501. The number of permits at the time totaled 975 and 100% Cost Recovery Fee calculation was \$202.00. The proposed and approved STR fee was and is currently \$200.00.

- c) See City Clerk in Exh. A for the added Bingo Licensing Fees.
 - The rate is based on A.R.S. § 5-414. Class A, \$5, class B, \$25 and class C, \$50.

City Public Works Department

- a) See Public Works in Exh A.
 - Traffic Control Review, Pre-Construction Maintenance Meetings & Project Specific Storm Water Pollution Prevention Plan Review have been changed from a base rate to an hourly rate.

- Permit Fees - have been adjusted for a rate increase of 2.58% per Construction Cost Index in Economics Research Network (ENR) for calendar year 2025. These fees have not been increased in over five years.
- TCA Hourly Fee - increased from \$25 to \$35. The adjustment for increase was based on the actual cost for each TCA deployed.
- Grading Fees have been consolidated and adjusted for a simplified rate increase of 2.58% per Construction Cost Index in Economics Research Network (ENR) for calendar year 2025.

City Wastewater Department

a) See Wastewater Capacity Fees in Exh A

- Rationale: Water Supply Fixture Units Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. This process is followed consistently year to year.

If adopted, the proposed changes will take effect on January 10, 2025.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): The Council can decline to adopt the proposed changes to the Consolidated Fee Schedule and the schedule would remain unchanged.

MOTION

Motion: After consideration and conducting a public hearing, I move to re-adopt Ordinance No. 2024-10, adopting proposed changes to the Consolidated Fee Schedule.

Exh. A 2024 Amendments to the Sedona Consolidated Fee Schedule

CITY CLERK'S OFFICE			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
Peddler/Solicitor Permit	\$25 per application, \$25 for each additional applicant (agent)		
Civil Union Statement Filing	\$50		
Civil Union Statement Copy	\$10 per copy		
Civil Union Termination	\$10		
Arguments for Initiative/Referendum	\$250 deposit	City Code 2.85.060 D.3f adopted 2-03-06 & 4-12-2011.	
Liquor License Application	\$150		
Liquor License Modifications	\$50		
Special Event Liquor License Application	\$25		
New Business License ¹	\$70 New License Fee		
<u>New Business License²</u> <u>additional business/location same owner</u>	<u>\$5</u>		<u>Current fee, just need to add to Fee Schedule. Each additional business has a one-time \$5 application fee with an Annual Renewal fee of \$35.</u>
Annual Renewal Business License	\$35 per year		

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¹ This business license is required of all businesses within the Sedona City limits and not just those subject to the transaction privilege tax.

CITY CLERK'S OFFICE			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
Annual Business License Change	\$10 per occurrence		
Annual Business License (Delinquent)	\$5 per month until licensed		
Special Event Business License ³	\$10 per event		
~~Annual Special Event Business License~~		~~Temporary Annual Special Event Business License is valid for one calendar year.~~	~~New license application \$70 per calendar year. (justification attached)~~
Short-Term Rental Permit Fee ⁴	\$200	Per application for one unit	~~\$250 \$210 (justification attached)~~
Bingo License	License Class A \$5 Class B \$25 Class C \$50	Adding Arizona Revised Statute Title 5-414 fee for local body to fee schedule. Fees have existed per ARS but not included on ~~added the fee to~~ schedule.	License Class A \$10 Class B \$25 Class C \$50

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³ This special event business license is for a temporary special event and is valid for only 7 days from the date of issuance.

⁴ This short-term rental permit fee was previously under the city manager's department.

9-Victims of crimes, including domestic violence, will not be charged a fee for a single copy of the police report prepared in connection with the Police Department's investigation of the offense.

PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
~~Grading Permit~~			
~~• 0 – 50 CY~~	~~\$11~~		
~~• 51 – 100 CY~~	~~\$21~~		
~~• 101 – 1,000 CY~~	~~\$41 for the first 100CY~~	~~Plus \$21 for each additional 100CY or fraction thereof~~	
~~• 1,001 – 10,000 CY~~	~~\$220 for the first 1,000 CY~~	~~Plus \$21 for each additional 1000 CY or fraction thereof~~	
~~• 10,001 – 100,000 CY~~	~~\$417 for the first 10,000CY~~	~~Plus \$23 for each additional 10,000CY or fraction thereof~~	
~~• 100,001 – 200,000 CY~~	~~\$648 for the first 100,000 CY~~	~~Plus \$23 for each additional 10,000 CY or fraction thereof~~	
~~• 200,000 CY +~~	~~\$870 for the first 200,000 CY~~	~~Plus \$20 for each additional 10,000 CY or fraction thereof~~	
Grading ~~Plan Review Fees~~			~~Combining the cumbersome 2 grading fee tables, plus 2.58% inflation per ENR~~
• 0 – 100 CY	\$12		~~\$45~~
• 101 – 1,000 CY	\$43		~~\$86 for the first 100CY, plus \$26 for each additional 100CY~~

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PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
• 1,001 – 10,000 CY	\$59		~~\$295 for the first 1,000CY, plus \$25 for each additional 1,000CY~~
• 10,001 – 100,000 CY	\$65 for the first 10,000 CY	Plus \$12 for each additional 10,000 CY or fraction thereof	~~\$495 for the first 10,000CY plus \$40 for each additional 10,000CY.~~
• 100,001 – ~~200,000 CY~~ ±	\$174 for the first 100,000 CY	Plus \$8 for each additional 10,000 CY or fraction thereof	~~\$850 for the first 100,000CY, plus \$35 for each additional 10,000CY~~
• ~~200,000 CY~~ ±	~~\$251 for the first 200,000 CY~~	~~Plus \$4 for each additional 10,000 CY or fraction thereof~~	~~We will never reach this much earthwork~~
• Additional Meetings	\$80 per hour – 1 hour minimum		~~\$82~~
• Additional Plan Review	\$61 per hour – 1 hour minimum		~~\$63~~
• Inspection Outside Business Hours	\$72 per hour – 2 hour minimum		~~\$74~~
• Re-Inspection	\$80 per hour – 1 hour minimum		~~\$82~~
• Inspection Where No Fee Indicated	\$61 per hour – 1 hour minimum		~~\$63~~
Right of Way (ROW) Utility Permit			
• Under Franchise Agreement	\$0		

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PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
• Outdoor Dining Agreement	\$1.10 per sq ft per month for outdoor dining space within the ROW		
• No Franchise Agreement	\$100 per year		
Right of Way Project Permit		Includes Block Party Permits	
• Initial Issuance	\$60 per 60 days		
• Extensions	\$50 per 30 days		
• Additional Inspections	\$50 per hour		
• After-the-Fact Permit	\$180		
• Project Permit Inspection	\$60 per hour 1st hour	\$50 per hour non-prorated 2nd hour	
• Project Permit Amendment	\$60 per amendment		
Small Wireless Facility (SWF) Fees:			
• Right-of-Way (ROW) Use Fee	\$50 per year times the number of SWF's	<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	
• ROW Use Fee for Monopoles and Associated Wireless Facilities	Limited to not more than the direct and actual cost of managing the ROW	<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	

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PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
• Authority Utility Pole Attachment	\$50 per year	Legislative control Max fee allowed by A.R.S. 9-591 et seq.	
Application for Collocating SWF's:		Legislative control Max fee allowed by A.R.S. 9-591 et seq.	
• SWF Collocation	\$100 per SWF up to 5 \$50 per additional SWF	Legislative control Max fee allowed by A.R.S. 9-591 et seq.	
Batched Applications up to 25 SWF's		Legislative control Max fee allowed by A.R.S. 9-591 et seq.	
• First 5 SWF's	\$500	Legislative control Max fee allowed by A.R.S. 9-591 et seq.	
• Additional 20 sites	\$50 per additional SWF	Legislative control Max fee allowed by A.R.S. 9-591 et seq.	

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PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
• Total for Batch of 25	\$1,500	<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	
Utility Pole & Monopole Applications		<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	
• New, Replacement, or Modified Utility Poles NOT Subject to Zoning Review	\$750	<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	
• New, Replacement, or Modified Monopoles and Utility Poles and Collocation of Wireless Facilities Subject to Zoning Review	\$1,000	<u>Legislative control</u> <u>Max fee allowed by A.R.S. 9-591 et seq.</u>	
Special Permit – Right of Way City Developed Consent Permit by Agreement, License or Lease	Fees set in agreement, license or lease		
Vertical Banner Permits, Including Installation and Removal	\$120 minimum	\$10 per banner beyond 12 banners	
Special Fees (Plan Review) Outside other permits			

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PUBLIC WORKS/ENGINEERING SERVICES			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
• Traffic Control Review	\$300 per day review	<u>Change to hourly rate – Victor & Dalton</u>	<u>\$50.00 per hour</u> Changed to an hourly cost (staff time plus overhead)
• Pre-Construction and Maintenance Conference	\$300 minimum per conference	<u>Change to hourly rate – Victor & Dalton</u>	<u>\$50.00 per hour</u> Changed to an hourly cost (staff time plus overhead)
• Project Specific Stormwater Pollution Control Plan	\$300 if not part of a grading plan	<u>Change to hourly rate – Michael</u>	<u>\$50.00 per hour</u> Changed to an hourly cost (staff time plus overhead)
Other Services Provided			
• Change of Address Request, Including Processing, Notification and Updates	\$43 per request when change is not due to addressing error or not the initial address		<u>\$45.00 per request</u> Changed/ Increased ~5% (\$2.00) to cover staff time. No previous adjustments since 2012
• Traffic Control Assistants	\$25 per hour per person		<u>update to ~\$35</u> Changed/ Increased to reflect current wages and overhead costs
• Speed Hump/Stop Sign Policy Review	\$200		
Wastewater Permits:			
• Wastewater Permit	\$50		
• Inspection Outside Business Hours	\$65 per hour – 2 hour minimum		

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WASTEWATER			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
Wastewater Capacity Fees:			
0 – 8 WSFUs*	\$4,633.00	*Water Supply Fixture Units Calculation based on the Economics Research Network (ERN) rate increase of 4.93% for calendar year 2024. $(\$4,415.00 \times 4.93\% = \$217.66 + \$4,415.00 = \$4,632.66)$ and rounded to the nearest dollar amount.	<u>*Water Supply Fixture Units</u> <u>Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. $(\\$4,633 \times 2.58\% = \\$119.53 + \\$4,633.00 = \\$4,752.53)$ and rounded to the nearest dollar amount, \$4,753.00.</u>
8.1 – 17 WSFUs	\$11,854.00	Calculation based on the Economics Research Network (ERN) rate increase of 4.93% for calendar year 2024. $(\$11,297.00 \times 4.93\% = \$556.94 + \$11,297 = \$11,853.94)$ and rounded to the nearest dollar amount.	<u>Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. $(\\$11,854.00 \times 2.58\% = \\$305.83 + \\$11,854.00 = \\$12,159.83)$ and rounded to the nearest dollar amount, \$12,160.00.</u>
17.1 – 29 WSFUs	<u>\$21,036.00</u>	Calculation based on the Economics Research Network (ERN) rate increase of 4.93% for calendar year 2024. $(\$20,048.00 \times 4.93\% = \$988.37 + \$20,048.00 = \$21,036.37)$ and rounded to the nearest dollar amount.	<u>Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. $(\\$21,036.00 \times 2.58\% = \\$542.73 + \\$21,036.00 = \\$21,578.73)$ and rounded to the nearest dollar amount, \$21,579.00.</u>

WASTEWATER			Proposed Changes
Fee Description	Current Base Fee	Additions, Limits, & Notes	
29.1 – 42 WSFUs	\$31,541.00	Calculation based on the Economics Research Network (ERN) rate increase of 4.93% for calendar year 2024. $(\$30,059.00 \times 4.93\% = \$1,481.91 + \$30,059 = \$31,540.91)$ and rounded to the nearest dollar amount.	<u>Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. $(\\$31,541.00 \times 2.58\% = \\$813.76 + \\$31,541.00 = \\$32,354.76)$ and rounded to the nearest dollar amount, \$32,355.00.</u>
42.1 – 55 WSFUs	\$42,295.00	Calculation based on the Economics Research Network (ERN) rate increase of 4.93% for calendar year 2024. $(\$40,308.00 \times 4.93\% = \$1,987.18 + \$40,308.00 = \$42,295.00)$ and rounded to the nearest dollar amount.	<u>Calculation based on the Economics Research Network (ERN) rate increase of 2.58% for calendar year 2025. $(\\$42,295.00 \times 2.58\% = \\$1,091.21 + \\$42,295.00 = \\$43,386.21)$ and rounded to the nearest dollar amount, \$43,386.00.</u>
> 55 WSFUs (per WSFU)	\$827.21	This fee is for each WSFU, or portion thereof, over 55 and is added to the fee for 55 WSFUs. For example, 60 WSFUs would be calculated as follows: ~~$\\$37,326 + \\$42,295.00 + (5 \times \\$827.21 = \\$46,431.05)$~~	<u>This fee is for each WSFU or portion thereof, over 55 and is added to the fee for 55 WSFUs. For example, 60 WSFUs would be calculated as follows: $\\$43,386.00 + (5 \times \\$848.55 = \\$4,242.76) = \\$47,628.76$</u>
Reclaimed Water Use Fees:			
New Reclaimed Water Use Contract application fee	\$25		
Reclaimed Water Fees:			



MEMO

City Clerk's Office

TO City Staff

FROM Marcy Garner, Deputy City Clerk

DATE August 20, 2024

SUBJECT Request to update consolidated fee schedule to include Annual Special Event, Business Licenses

The Sedona City Clerks' Office currently charges \$70.00 for a new regular business license application, \$35 for an annual renewal of a regular business license and \$10 for each special event, business license.

Business - Per Sedona City Code, "Business" means all activities or acts, personal or corporate, engaged in by any person or entity (or agent or employee of such person or entity) conducted for the purpose of apparent gain, benefit, or advantage, either direct or indirect, but not casual activities or sales. The term "business" shall include any trade, business, game, amusement, profession or occupation."

Special Event Business License – Per Sedona City Code, "Special Event Business License" Application for a temporary special event business license shall be made to the city no later than 5:00 p.m. three business days prior to the special event on forms made available by the city."

Historically, the Clerk's Office has issued regular business licenses to businesses located outside of city limits that participate in several special events throughout the calendar year. Several events being 7 or more events in a calendar year. This simplified the process for applicants by allowing them to renew annually for a flat fee, instead of submitting several applications throughout the year. These businesses would list the location of the special event as the business' physical location. This process would streamline the application process.

One concern with the current process is that it skews our statistics when running reports using our business license software, (Civic Review). There is currently no differentiation between a regular local business and a business located outside of city limits participating in several special events annually.

By creating a separate application with a separate fee of \$70.00, applicants can apply for an "Annual Special Event" business license every calendar year. An application designated to an "Annual Special Event" business license, will allow staff to generate reports and isolate the two types of business license for accurate data.

An "Annual Special Event" business licenses can be applied for annually for a \$70.00 fee which is consistent with the new business license application fee of \$70.00.

There are currently approximately 40 businesses interested in an "Annual Special Event" business license out of approximately 485 "Special Event" business licenses. Of those businesses, the majority participate in Farmer's Markets and Art shows. These are continuous events that occur on weekends a few months out of the year. With an "Annual Special Event" business license, businesses can attend these events without putting additional strain on staff with repetitive applications to process weekly. The current process with only one type of special event business license is not advantageous to staff as it creates redundant effort.

I reviewed the websites of similar nearby cities, (Flagstaff, Cottonwood, Camp Verde and Payson) and did not find a similar type of annual special event business license application to compare our process with.

Aside from the addition of a new fee, we also need to add two established fees to the consolidated fee schedule. We currently have language in our city code, for an additional business license fee. Per Sedona City Code, 5.05.030, Issuance of Business license. "Every application shall be accompanied by the nonrefundable business license fee, as listed in the city fee schedule for the first business and \$5.00 for each additional business owned and operated by the same person or entity in a single location." This \$5.00 fee is currently not listed on the consolidated fee schedule.

There is a statutory rate for Bingo License fees that also needs to be added to the consolidated fee schedule. Per Arizona Revised Statute Title 5-414, a Bingo License has the following classifications and fees. Class A, \$5, class B, \$25 and class C, \$50.

Service Fee Summary Calculation

Service Fee:	Short-Term Rental Permit
Proposed Effective Date:	1/1/2025
Units:	Permit

TOTAL ANNUAL COST OF SERVICE		
Cost Type	Annual Cost of Service	
Personnel	\$	94,848
Ongoing Supplies & Services	\$	70,150
Indirect Cost Allocations	\$	42,051
Permit Enforcement CD	\$	31,172
Total Annual Cost of Service	\$	238,221

PER UNIT FEE		
Description	Amount	
Total Annual Cost of Service	\$	238,221
Number of Permits		1,137
100% Cost Recovery Fee	\$	210.00

PROPOSED FEE	\$	210.00
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Service Fee Detail Calculations

Service Fee: Short-Term Rental Permit
Proposed Effective Date: 1/1/2025

PERSONNEL COSTS				
Title	Activities Included	Hourly Wage+ERE Budgeted	Time per Permit (in hours)	Annual Cost of Service
Short-Term Rental Specialist	Review of permit applications including delinquencies and outstanding complaints/citations Processing and approval of permit applications Generating and issuing permit	\$ 45.60	1.83	\$ 94,848.00
Personnel Total				\$ 94,848.00

ONGOING SUPPLIES & SERVICES COSTS				
Program	Description	Annual Amount	% Applicable	Annual Cost of Service
STR Monitoring/Administration	Budgeted office supplies, postage, travel/training	\$ 7,150.00	100%	\$ 7,150.00
IT Direct Costs	Budgeted STR registration/monitoring software/licensing software	\$ 63,000.00	100%	\$ 63,000.00
Ongoing Supplies & Services Total				\$ 70,150.00

ONE-TIME SUPPLIES & SERVICES COSTS				
Program	Description	Annual Amount Amortized over Life	% Applicable	Annual Cost of Service
STR Monitoring/Administration	Budgeted furniture for new position	\$ 890.00	100%	\$ 890.00
One-Time Supplies & Services Total				\$ 890.00

N/A for
FY25

INDIRECT COST ALLOCATIONS				
Program	Description	Annual Amount	% Applicable	Annual Cost of Service
STR Monitoring/Administration	Budgeted CMO Administration support	\$ 5,960.00	100%	\$ 5,960.00
STR Monitoring/Administration	Budgeted Human Resources support	\$ 3,970.00	100%	\$ 3,970.00
STR Monitoring/Administration	Budgeted Financial Services support	\$ 4,090.00	100%	\$ 4,090.00
STR Monitoring/Administration	Budgeted IT support (less direct charges)	\$ 4,410.00	100%	\$ 4,410.00
STR Monitoring/Administration	Budgeted General Services support including liability insurance	\$ 930.00	100%	\$ 930.00
STR Monitoring/Administration	Budgeted Facilities Maintenance support	\$ 4,980.00	100%	\$ 4,980.00
STR Monitoring/Administration	Unbudgeted Legal Services support	\$ 17,710.80	100%	\$ 17,710.80
Indirect Cost Allocations Total				\$ 42,050.80

RESOLUTION NO. 2024-35

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD PROPOSED AMENDMENTS TO
THE CONSOLIDATED FEE SCHEDULE.**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the terms set forth in that document attached hereto as Exhibit A and entitled "2024 Amendments to the Sedona Consolidated Fee Schedule" constitute a public record to be incorporated by reference into Ordinance No. 2024-10.

At least one (1) paper copy and one (1) electronic copy of this public record shall be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED this 26th day of November, 2024, by the Mayor and Council of the City of Sedona, Arizona.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

ORDINANCE NO. 2024-10

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ADOPTING AMENDMENTS TO THE SEDONA CONSOLIDATED FEE
SCHEDULE.**

BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA,
ARIZONA, THAT:

Section 1: Adoption of Consolidated Fee Schedule

That document made a public record by Resolution 2024-35 and entitled "2024 Amendments to the Sedona Consolidated Fee Schedule" is hereby incorporated and approved and all amendments to the Consolidated Fee Schedule set forth therein will become effective on January 10, 2025, or when as so indicated in the schedule.

Section 2: Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona,
Arizona, this 10th day of December, 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 3168
December 10, 2024
Regular Business**

Agenda Item: 8e

Proposed Action & Subject: Discussion/possible action regarding approval of the filing of a blank annexation petition with the Yavapai County Recorder to begin the process for the proposed annexation of approximately 3,422 acres of land including the City's wastewater treatment plant and neighboring City-owned property (the Dells) into the City's jurisdictional boundaries.

Department City Attorney's Office / City Manager's Office

Time to Present 15 mins

Total Time for Item 60 mins

Other Council Meetings N/A

Exhibits A. Blank Annexation Petition

Finance Approval	Reviewed 11/25/24 BGW	Expenditure Required \$ xxx
City Attorney Approval	Reviewed 11/25/24 KWC	
City Manager's Recommendation	Recommend approval 12/2/24	Amount Budgeted \$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background:

The City of Sedona's jurisdictional boundaries have not changed since the City was incorporated in 1988. City staff believes it is in the best interest of the City to annex the City's wastewater treatment plant property to facilitate the development of the City's transit maintenance and operations facility and later the Dells, and also to better establish the City's planning area. The proposed annexation area is roughly 3,422 acres in size. The legal description and map of the proposed annexation is attached as Exhibit A to the blank annexation petition.

The annexation process is controlled by state law A.R.S. 9-471. The proposed annexation area must meet contiguity, size, and shape requirements which prevents the City from annexing a narrow stretch of land directly to the City's wastewater treatment plant. The annexation process is as follows (highlighted step is where the City is at in the annexation process):

1. Prepare a map and legal description of the proposed annexation area.

2. Request from the Yavapai County Assessor's Office and the Arizona Department of Revenue (DOR) the name and address of each owner and the assessed value of all property within the boundaries of the proposed annexation.
3. File a blank annexation petition with Yavapai County and a sworn affidavit verifying that territory is not subject to an earlier filing for annexation commencing a 30-day waiting period.
4. City receives value data from the county assessor and Department of Revenue. Post notice of the public hearing
5. Publish in the local paper and Post Notice in at least three conspicuous public places in the territory proposed to be annexed the proposed territory to be annexed.
6. Provide notice by mail to chairperson of county board of supervisors and to each owner of real and personal property within territory proposed to be annexed at least 6 days prior to the public hearing.
7. January 14, 2024 Public Hearing on the proposed annexation.
8. Prepare a plan, policy, or procedure to demonstrate how services and infrastructure are to be provided to anticipated development within the annexed area in the next ten years.
9. Within one year of the public hearing, obtain signatures on annexation petition representing
 - a. One-half or more of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (assessed valuation).
 - b. More than one-half of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (ownership).
10. Once annexation petition is complete, present signed petition with a copy filed with city clerk and the original filed in the office of the county recorder.
11. Post notice of public hearing regarding annexation ordinance.
12. Public hearing and adoption of annexation ordinance by City Council.

City Council can stop the proposed annexation at any step during the annexation process. The City does not anticipate there being any assessed real property within the proposed annexation area subject to taxation by the City, only assessed personal property. The blank Annexation Petition with map and legal description is attached as Exhibit A.

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

Make sure box is checked. If marked "Yes", please include verbiage from Climate Action Plan/Sustainability.

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Make sure box is checked. If applicable is marked, please make sure to include a detailed summary of the recommendation

Alternative(s): Not authorize City staff to file the blank annexation petition, ending the annexation process.

MOTION

I move to: authorize City staff to file the blank annexation petition and sworn affidavit with Yavapai County per statutory timelines, publish notice, and schedule a public hearing on the proposed annexation on January 14, 2024.

ANNEXATION PETITION
[City of Sedona Wastewater Treatment Plant]

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Sedona in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Sedona, with the exterior boundaries of the territory proposed to be annexed shown on the map and described in the legal description, both of which are attached to and incorporated in this Petition as **Exhibit A**, request the City of Sedona to annex the described territory, as provided in A.R.S. §9-471.

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE	PARCEL NUMBER OR LEGAL DESCRIPTION

Exhibit

The following tracts of land located in Township 17 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows;

North West $\frac{1}{4}$ of Section 16, Township 17 North, Range 5 East;

And

Section 17, Township 17 North, Range 5 East, excepting parcel described in instrument number 2021-0041343 WD in the office of the Yavapai County Recorder;

And

Section 18, Township 17 North, Range 5 East, excepting parcel described in instrument number 2021-0041343 WD in the office of the Yavapai County Recorder;

And

Easterly 400 feet of North East $\frac{1}{4}$ of Section 20, excepting ADOT Right of Way described in Project No. S-336-814, Tracts No. 089A YV 366 H2741 02R, Sheet 9 of 31;

And the following tracts of land located in Township 17 North, Range 4 East;

Section 13, Township 17 North, Range 4 East;

and

Section 24, Township 17 North, Range 4 East, excepting ADOT Right of Way described in Project No. S-336-813, Tracts No. 089A YV 357 H2741 03R, Sheets 18 - 23 of 57;

And

Section 25, Township 17 North, Range 4 East, excepting ADOT Right of Way described in Project No. S-336-813, Tracts No. 089A YV 357 H2741 03R, Sheets 18 - 23 of 57;

And

North $\frac{1}{2}$ of North West $\frac{1}{4}$, and North $\frac{1}{2}$ of North East $\frac{1}{4}$, Section 36, Township 17 North, Range 4 East.

TOWNSHIP 17 NORTH

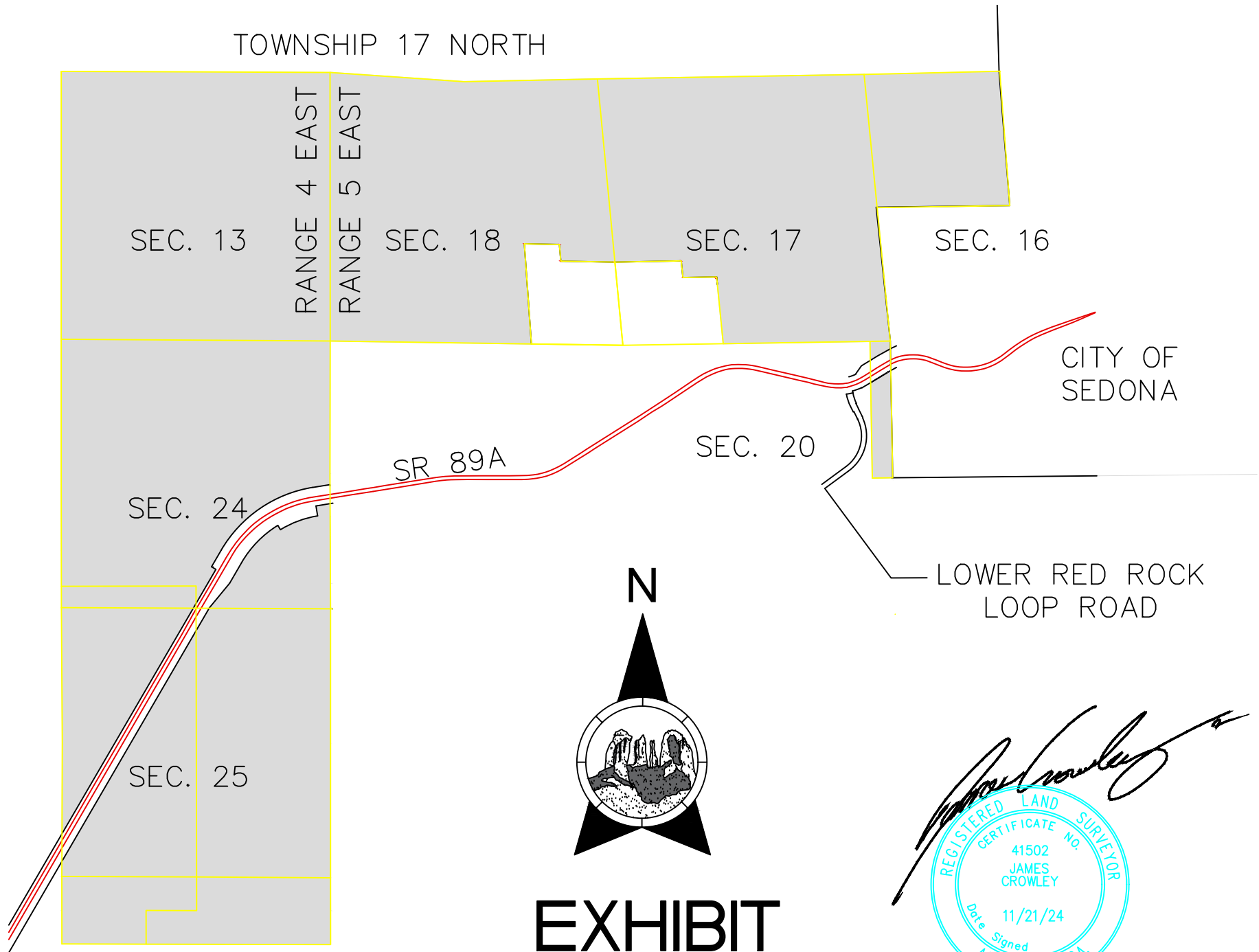
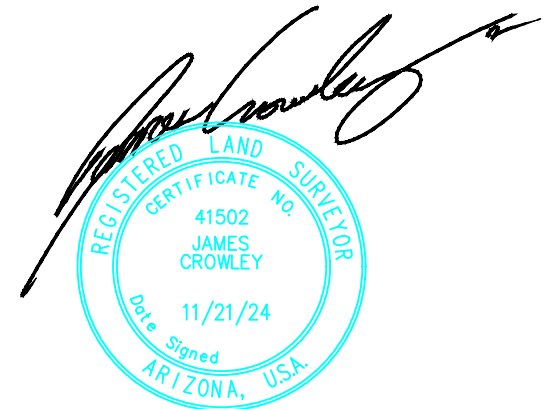
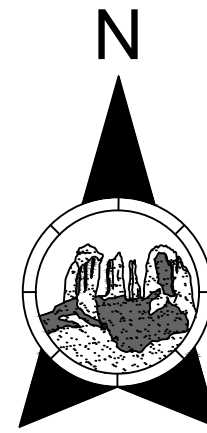


EXHIBIT
NOT TO SCALE



SEC. 36



LOCATED IN A PORTION OF SECTIONS 16, 17, 18 AND 20
TOWNSHIP 17 NORTH, RANGE 5 EAST
AND
SECTION 13 AND PORTION OF SECTIONS 24, 25 AND 36,
TOWNSHIP 17 NORTH, RANGE 4 EAST Z E
GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA.

LOCATED IN A PORTION OF SECTIONS 16, 17, 18 AND 20
TOWNSHIP 17 NORTH, RANGE 5 EAST
AND
SECTION 13 AND PORTION OF SECTIONS 24, 25 AND 36,
TOWNSHIP 17 NORTH, RANGE 4 EAST Z E
GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA.



OWNER	CITY OF SEDONA 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 (928) 204-7111 KURTIS HARRIS, P.E. DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
MAYOR	SCOTT JABLOW
VICE MAYOR	HOLLY PLOOG
CITY COUNCIL	MELISSA DUNN BRIAN FULTZ PETE FURMAN KATHY KINSELLA DEREK PFAFF
CITY MANAGER	ANETTE SPICKARD

APPROVED:

SCOTT JABLOW MAYOR	DATE
KURT CHRISTIANSON CITY ATTORNEY	DATE

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS
DONE UNDER MY DIRECT SUPERVISION IS IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES CROWLEY, RLS 41502



**CITY COUNCIL
AGENDA BILL**

**AB 3149
December 10, 2024
Regular Agenda**

Agenda Item: 8f

Proposed Action & Subject: Discussion/possible action regarding approval of a Resolution declaring a housing shortage emergency exacerbated by the proliferation of Short-Term Rentals.

Department Housing Department/City Attorney's Office

Time to Present 5 mins

Total Time for Item 30 mins

Other Council Meetings NA

Exhibits A. Resolution

Finance Approval	Reviewed 11/25/24 BGW	
City Attorney Approval	Reviewed 12/4/24 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Recommend adoption ABS 12/2/24	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background:

The City of Sedona historically banned rental of residential homes for less than 30 days. When the State preempted cities, towns, and counties in 2017 by imposing a one-size fits all policy, the City had no vacation or short-term rentals (STRs). Without the City or Council input, the Arizona legislature determined that all of the City's residential homes, all of its residential housing stock, should be eligible to be turned into hotels regardless of its location in the City, proximity to schools, or distance from tourist amenities.

By late 2019, before even COVID hit, the City knew it had a HUGE housing problem. It started a housing study and began to look for ways to track the numbers of STRs which were estimated at between 400-500. Instead, by September 2020, the City already had over 700 STRs. In November 2020, the City's first housing study showed the City needed between 1,480 to 1,515 more units of affordable residential housing.

Over the next couple of years, instead of more housing, the City got more and more STRs. The City's latest count shows 1,203 active STRs within the City limits which is 17.75% of the City's residences are now being used as STRs. The resulting growth in STRs means the City is now over 2,500 housing units short, worse than it was 4 years ago.

The price of houses is increasing as well as being in more demand. In 2019, the average price of housing units reached \$636,000, a 45% rise since 2015. The October 2024 median home price was \$969,000.

The City's population dropped from about 10,300 in 2017 to 9,684 at the 2020 census losing about 5% of the City's population as a direct result of STRs. The local school district, Sedona Oak Creek Unified School District, has had to close its new District Offices, and one elementary school in 2020. The School District is down to just West Sedona Elementary and the Sedona Red Rock High School which now houses the district offices. The City, luckily, was in a position to rent the old district offices from the School District.

The City does not claim that STRs are the only thing to blame for the housing shortage and affordability crises, but STRs are having an oversized impact on Sedona which goes to show a one-size-fits-all approach is not smart legislation. Without legislative changes, there is nothing to prevent the number of STRs from continuing to grow from nearly 18% to 20%, 1/5th of the City's housing stock, or beyond.

Sedona Efforts to Combat Housing Shortage:

Sedona is not waiting on the legislature to solve its housing shortage problems. Sedona City Council recently passed an ADU ordinance. Even though HB2720 does not require Sedona to pass an ADU ordinance, it did so in an attempt to increase housing opportunities. Sedona previously allowed ADUs, but it rescinded its previous ADU ordinance in 2016 in advance of STRs becoming legal in 2017 because of the valid concern that all ADUs would just become STRs. But as you know, HB 2720 smartly allowed cities to require the owner to live on the property if they want to rent out the ADU as an STR. That's the original intent of STRs, to allow someone to rent out an air mattress as a bed and maybe a breakfast. Now, its corporations and investors pushing out neighbors.

The City is fighting legal battles to protect resident housing. The latest national trend is for investors to buy mobile home parks that house the most vulnerable persons in our communities, sometimes persons just one step away from being homeless, and increase the rent because many mobile homes are too old to be moved or the owners cannot afford to move them. Now, one local mobile home park owner is suing the City to be able to evict all 59 residents to turn the 59 mobile home spaces into 59 STRs in new park model trailers. Other owners are threatening to sue the City for the right to be able to turn their business office spaces into STRs which would make it harder for the medical community like doctors and dentists to afford office space in the City.

The City continues to offer up to \$10,000 to convert currently operating STRs to a long-term rental. The City pursued a safe place to park for local workers who live in their cars, but the re-zoning necessary to enact the program was rejected by the voters.

Finally, the City is actively pursuing affordable housing projects. It has two projects ready to be built. A 3 story, 30 unit low-income affordable-housing project called the Villas on Shelby, and a 46 unit affordable-housing project called Sunset Lofts. The cost to construct these affordable housing units is over \$300,000 for each apartment unit, not even counting the land costs. The City has already set aside two other properties for affordable housing projects, a small part of the former Cultural Park and 401 Jordan Road and is looking for other opportunities.

Factoring in the land costs this will equate to an over \$25 million investment towards affordable housing in Sedona which the City has been diligently saving for. This will not be enough if the number of STRs continues to grow or worse, if new units built are used as STRs. In the past,

those with jobs in Sedona could count on finding affordable housing in the rest of the Verde Valley, like Cottonwood, Clarkdale or Camp Verde, but not anymore. Those communities are now facing the same struggles as Sedona.

Resolution Declaring Housing Emergency:

Due to the ongoing increases in STRs, causing a shortage of housing, and that relief needs to come from the Arizona Legislature, staff have drafted a model resolution for the Sedona City Council to consider adopting.

The Resolution explains the City's legitimate governmental interest in preserving the residential character of neighborhoods to enhance the quality of life for its residents and visitors by minimizing the adverse impacts of STRs through regulation. The Resolution declares a housing emergency in Sedona and requests the State Legislature and Governor amend state law to allow the City to enact reasonable zoning on the number and locations of STRs.

The Resolution is intended to be a model resolution that other cities/towns/counties in Arizona can adopt, and modify as needed, in order to bring attention to this important component of the housing shortage and housing affordability crises.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Not pass the Resolution.

MOTION

I move to: approve Resolution No. 2024-__, declaring a housing shortage emergency exacerbated by the proliferation of short-term rentals and inviting other local Arizona governments to adopt the same.

RESOLUTION NO. 2024-__

A RESOLUTION OF THE SEDONA CITY COUNCIL DECLARING A HOUSING SHORTAGE EMERGENCY EXACERBATED BY THE PROLIFERATION OF SHORT-TERM RENTALS FOR THE CITY OF SEDONA; PRIORITIZING AFFORDABLE HOUSING; AND URGING THE STATE LEGISLATURE OF THE STATE OF ARIZONA TO ADDRESS THE IMPACTS OF SHORT-TERM RENTALS ON THE SUPPLY OF HOUSING FOR ARIZONA RESIDENTS.

WHEREAS, zoning power is a fundamental authority used by cities to structure their development and is considered a legitimate exercise of the police power;

WHEREAS, the power to zone is the power to divide up the locality's geographic area into different categories of land use that are inconsistent with each other;

WHEREAS, areas zoned residential are commonly separated from areas zoned commercial and industrial, and residential areas are often further zoned into single-family and multi-family areas;

WHEREAS, courts have long upheld the distinction between residential and commercial uses because the police power allows for the creation of zones where family values, youth values, and the blessings of quiet seclusion and clean air make the area a sanctuary for people;

WHEREAS, the City of Sedona ("City" or "Sedona") has a legitimate governmental interest in preserving the residential character of neighborhoods that enhance the quality of life for its residents and visitors by minimizing the adverse impacts of short-term rentals ("STR" or "STRs") through regulation;

WHEREAS, local regulations are necessary to ensure that such STR activities do not become a nuisance, threaten the public health, safety or welfare of neighboring properties, or threaten the residential character of neighborhoods;

WHEREAS, reasonable local regulations to limit the number and location of STRs will provide a balance between STRs and available housing stock, further regulate nuisances associated with STRs and help preserve residential neighborhood character and integrity;

WHEREAS, local governments apply design standards tailored for residential neighborhoods for their roads, driveways, emergency services planning, public shelters, emergency evacuation plans, solid waste collection, utilities, and buffers, and also tailored in assessing residential infrastructure impacts and their corresponding fair and proportionate development impact and capacity fees;

WHEREAS, permanent single-family home residents inherently understand and know their physical surroundings, to include any safety gaps and potential risks to their families, because they have daily familiarity;

WHEREAS, STR occupants, due to the transient nature of their occupancy, are unfamiliar with local emergency evacuation plans, the location of fire extinguishers, and other similar safety measures that would readily be provided to guests in traditional lodging establishments;

WHEREAS, STR owners may live elsewhere and not experience the quality of life problems and negative impacts associated with STRs in residential neighborhoods;

WHEREAS, permanent residents within residential neighborhoods often establish long-term friendships, social norms and a sense of community which leads to mutual respect among property owners on an ongoing basis;

WHEREAS, a single-family home is typically the largest investment a family will make in their lifetime, with the home held sacred in popular culture as the heart and the center of the family unit;

WHEREAS, permanent residents within established residential neighborhoods deserve the right to tranquility and peaceful enjoyment of their home without over intrusion by an excessive number of transient STR occupants in their neighborhood;

WHEREAS, the U.S. Census Bureau data indicates the average household size in Sedona is 2.06 persons and average family size is 2.52 persons;

WHEREAS, the operation of some STRs in established neighborhoods in Sedona create a huge disparity in the number of occupants in the home compared with the average household size, with 10 or more transient occupants residing in an STR, making the much higher occupancy of an STRs incompatible with established neighborhoods;

WHEREAS, current vacation rental industry practice is to set maximum limits upon the number of transient occupants within an STR, but lacking provisions for verification and enforcement when overcrowding occurs;

WHEREAS, current vacation rental industry practice is to charge a flat rental fee for the term of the STR lease, regardless of the transient occupant count, which incentivizes the current common practice for lessees of STRs to increase the transient occupant count so as to spread out the cost burden of the STR among as many people as possible occupying the STR;

WHEREAS, Sedona has received numerous complaints related to the operation of STRs in residential neighborhoods, including complaints concerning excessive occupants, noise, reduction of street parking and increased trash;

WHEREAS, STR visitors usually rent the accommodation only for a couple of days, thus permanent residents in the neighborhood see new people coming and going every few days, especially when the density of STRs in the area is high. As such, the impacts of living next door to an STR may range from mildly concerning to completely life altering;

WHEREAS, permanent residents worry the penetration of STRs in their neighborhood will change the character and transform the quality of life of the area creating an incredibly difficult task for local governments of finding ways to regulate STRs in such a way that they protect neighborhoods while balancing a home-owner's property rights;

WHEREAS, traditional lodging establishments (hotels, motels, and bed & breakfasts) are generally restricted to commercial and other non-residentially zoned areas where intensity of uses is separated from less busy and quieter residential uses;

WHEREAS, traditional lodging establishments have stricter development standards, undergo annual inspections, and have more stringent operational and business requirements;

WHEREAS, STRs are not treated as similar businesses, posing a threat to the hotel industry which claims that the business models of STR platforms offer unfair economic advantages because STRs do not have to pay for staff and are not regulated like hotels which increases hotel costs substantially;

WHEREAS, STRs eliminate critically important housing units from Sedona's available housing stock;

WHEREAS, STRs have a direct effect on the decline of workforce housing and the preservation of residential neighborhoods in Sedona;

WHEREAS, since STRs are mainly located in residential areas, by renting an STR, tourists are using up space that otherwise might be used for housing by permanent residents, resulting in a decrease of long-term housing availability which contributes to increasing housing and rental prices;

WHEREAS, the Sedona City Council in 2012 declared that a shortage of affordable housing exists in certain areas in the city, i.e. housing that is of good quality, aesthetically compatible with the surrounding neighborhood, and is affordable to a diverse population;

WHEREAS, as of October 2024, 17.75% of Sedona's housing is short-term rentals, one of the highest short-term rental densities in the state;

WHEREAS, Sedona conducted a housing study in 2020 showing, "In total, the five-year affordable housing demand is estimated at 1,480 to 1,515 units." At the beginning of 2020, Sedona had approximately 400 STRs, which has increased exponentially to 1,203 as of the end of October, 2024.

WHEREAS, an Urban Institute Study found that cities and counties across the country face significant rental housing affordability challenges as more households with low and moderate incomes compete for a shrinking number of affordable units;

WHEREAS, in 2020, the Arizona Housing Coalition found that the "proliferation of short-term rentals particularly impacts the availability of affordable housing in high-tourism areas such as Sedona, Flagstaff and Scottsdale."

WHEREAS, a 2019 Harvard Business Review study found the growth of STRs contributes to about one-fifth of the average annual increase in U.S. rent and one-seventh of the average annual increase in housing prices

WHEREAS, lower-income households feel the squeeze most severely and face the fewest options for affordable housing;

WHEREAS, growing affordability challenges also contribute to housing instability and homelessness;

WHEREAS, access to housing is not the same as access to homeownership, and inordinate reductions in the supply of housing available for standard rentals has a destabilizing effect on housing affordability;

WHEREAS, a 2019 Economic Policy Institute cost-benefit analysis concluded the local economic costs of STRs likely outweigh the benefits. While the introduction and expansion of STRs carries large potential economic benefits and costs, the costs to renters and local jurisdictions likely exceed the benefits to travelers and property owners;

WHEREAS, the **Economic Policy Institute** study also made the following findings:

- Rising housing costs are a key problem for American families, and evidence suggests that the presence of STRs raises local housing costs as properties shift from serving local residents to serving STR travelers, which hurts local residents by raising housing costs. This cost is real.

- Because housing demand is relatively inelastic (people's demand for somewhere to live doesn't decline when prices increase), even small changes in housing supply (like those caused by converting long-term rental properties to STRs) can cause significant price increases. Inelastic demand means individual households cannot go without housing even when it becomes more expensive, forcing them to bear the burden of higher costs.
- The rising cost of housing is a key problem for American families. Housing costs have risen significantly faster than overall prices (and the price of short-term travel accommodations) since 2000, and housing accounts for a significant share (more than 15 percent) of overall household consumption expenditures.
- The potential benefit of increased tourism supporting city economies is much smaller than commonly advertised. There is little evidence that cities with an increasing supply of short-term [] rental accommodations are seeing a large increase in travelers. Instead, accommodations supplied via STRs are nearly pure substitution for other forms of accommodation. Two surveys indicate that only 2 to 4 percent of those using STRs say that they would not have taken the trip were STRs unavailable.
- Studies claiming that STRs are supporting a lot of economic activity often vastly overstate the effect because they fail to account for the fact that much of this spending would have been done anyway by travelers staying in hotels or other alternative accommodations absent the short-term rental option.
- Property owners do benefit from online lodging marketplaces' capacity to lower the transaction costs of operating short-term rentals, but the beneficiaries are disproportionately high-wealth households. Wealth from property ownership is skewed, with higher-wealth households holding a disproportionate share of housing wealth overall—and an even more disproportionate share of housing wealth from nonprimary residences because they are much more likely to own nonprimary residential property.
- City residents suffer when STRs circumvent zoning laws that ban lodging businesses from residential neighborhoods. The status quo of zoning regulations in cities reflects a broad presumption that short-term travelers likely impose greater externalities on long-term residents than do other long-term residents. Externalities are economic costs that are borne by people not directly engaged in a transaction. In the case of neighbors on a street with short-term renters, externalities include noise and stress on neighborhood infrastructure like trash pickup. These externalities are why hotels are clustered away from residential areas. Many STR units are in violation of local zoning regulations, and there is the strong possibility that these units are indeed imposing large costs on neighbors.

WHEREAS, Arizona preempts local government from regulating short term rentals to a much higher degree than other states;

WHEREAS, reasonable local regulations on STRs as to numbers and locations can strike a balance between property owners' rights to fair use of their properties and the rights of surrounding property owners to set and maintain community standards;

WHEREAS, returning local control over short-term rentals shares bipartisan support in the Arizona Legislature;

WHEREAS, every community is different when it comes to what works and what doesn't. What may work in one community could potentially be a complete disaster in another community, necessitating a return of local control over the regulation of STRs;

WHEREAS, regulating STRs means looking at the different variables and planning objectives of each community and taking them into consideration, such as housing costs, the general appetite for visitors, availability of traditional lodging, the value of tourism, the percent of existing STRs, and more;

WHEREAS, even within Sedona, there are differing built neighborhoods, some being generally denser with narrower streets and limited off-street parking more impacted by commerce and tourists than other neighborhoods of the City, circumstances that require careful consideration if the residential character of these neighborhoods is to be protected;

WHEREAS, absent appropriate controls on the number and manner and places of operation of STRs, neighborhoods stand to be harmed by undue commercialization and disruption to the primary and overarching purpose of a neighborhood being first and foremost a residential community, where people actually live, not a place of transient occupancy;

WHEREAS, with state preemption, these critical elements are being overlooked;

WHEREAS, reasonable local regulations on the number and location of short-term rentals will balance Sedona's desire to promote economic development and tourism with Sedona's legitimate need to mitigate the adverse impacts often associated with STRs, including the decline in workforce housing, a general decrease of long-term housing availability which contributes to increasing housing and rental prices, excessive noise, overcrowding, reduction of street parking, and the accumulation of trash.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA AS FOLLOWS:

SECTION 1. The City of Sedona declares that a housing shortage emergency exists within our City and region and recognizes the need to make housing a leading priority for the community.

SECTION 2. The City of Sedona recognizes that the housing shortage emergency is exacerbated by the proliferation of short-term rentals and requests the State Legislature return local control to cities, towns, and counties to implement reasonable zoning restrictions on STRs, including limitations on the number and location of short-term rentals.

SECTION 3. The City of Sedona calls on the Legislature and Governor of the State of Arizona to allow local governments to adopt reasonable regulations on the number and location of STRs as to strike a balance between property owners' rights to fair use of their properties and the rights of surrounding property owners to set and maintain community standards.

SECTION 4. The City of Sedona invites similarly situated cities, towns, and counties to pass their own resolution declaring a housing shortage emergency because of the proliferation of STRs.

APPROVED AND ADOPTED by the mayor and council of the city of Sedona, Arizona, this 10th day of December, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3066
December 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 11/25/24 BGW	
City Attorney Approval	Reviewed 11/25/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only. ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

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
12/18/2024	Wednesday	1:00 p.m.					
			lunch at 12:00 p.m.	AB 3077 Discussion/possible direction regarding location of future Fire Station 4.	Special	Spickard	2 hours
1/14/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3170 Approval of recommendation regarding a new Series 11 Hotel/Motel Liquor License for The Wilde Resort & Spa/Rascal, 2250 W ST RT 89A, Sedona, AZ 86336 (File #23249921).	Consent	Cook/Garner	NA
				AB 3169 Approval for abandonment of a small portion of right-of-way in front of 145 and 125 Manzanita Lane.	Consent	Hall/Harris	NA
				AB 3163 Approval of the adoption of Debt Management Policy for the City of Sedona.	Consent	Whitehorn	NA
				AB 3071 Public Hearing/possible action regarding adoption of the Development Fee Report.	Regular	Spickard	30 min
				Hold for Audit Report	Regular	Whitehorn	1 hour
				AB 3157 Discussion/direction to staff for submission of city comments to the utility commission regarding Arizona Water Company 2025 rate case.	Regular	Spickard	30 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract.	Regular	Hall/Harris	
				AB 3124 Discussion/possible action regarding the award of construction contract for the PR-03C Improvements for the Build-Out of Ranger Station Park – Restroom to Danson Construction, LLC in the amount of \$487,760.00.	Regular	Phillips	30 min
1/15/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3172 Discussion/possible direction regarding the WWRP Facility Plan with presentation by Carollo Engineers, Inc. on WWRP capacity, PFAS treatment, and possible options for reclaimed water delivery and Advanced Water Purification.	Special	Holland	2 hours
1/28/2025	Tuesday	4:30 p.m.	Regular Meeting				
					Consent		

				AB 3121 Approval of sustainably adding grass to the Sedona Dog Park to better serve the dog park community and relocate the Yappy Hour weekly event to the Sedona Dog Park.	Regular	Frewin	45 min
				AB 3128 Presentation/discussion regarding Arts & Culture Program Update including details on how the arts are supported through various creative programs, as well as through our Public Art Ordinance and Small Grants Program.	Regular	Lattanzi	1 hour
				AB 3146 Discussion/possible action regarding approval of a contract for professional services with XXXXXXXXXXXXXXXX and Associates, Inc, for the Navoti Dr to Upper Red Rock Loop Rd Shared-Use Path Project, in the amount of \$XXXXXXXX.	Regular	Phillips	30 min
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXXX, Inc, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXXX.	Regular	Phillips	30 min
1/29/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3171 Discussion/possible direction regarding presentation of findings and recommendations contained in the draft Sedona Strategic Plan to Address Homelessness.	Special	Frieder	2 hours
2/11/2025	Tuesday	4:30 p.m	Regular Meeting				
				AB 3150 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXXX, Inc, for the City Hall Window and Door Replacement Project, in the amount of \$XXXXXXXX.	Regular	Phillips	30 min
2/12/2025	Wednesday	3:00 p.m.	Special Meeting				
2/25/2025	Tuesday	4:30 p.m	Regular Meeting				