AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, APRIL 22, 2025

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
3. CONSENT ITEMS - APPROVE — LINK TO DOCUMENT =
   a. Minutes - April 8, 2025 City Council Special Meeting - Executive Session.
   b. Minutes - April 8, 2025 City Council Regular Meeting.
   c. AB 3208 Approval of Amendment #1 with Viam Advisors in the amount of $46,719 for tasks related to addressing homelessness.
4. APPOINTMENTS
   a. AB 3209 **Discussion/possible action** regarding the appointment of a Planning & Zoning Commissioners.
5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS
   a. Executive Session Report.
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 Marcie Ellis.
8. REGULAR BUSINESS
   a. AB 3127 **Public hearing/discussion/possible action** regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include regulations for constructing Private Sport Courts (such as pickleball, tennis, and basketball courts). Case Number: PZ25-00001 (LDC) Applicant: City of Sedona
   b. AB 3210 **Discussion/possible action** regarding approval of a Resolution approving the Ground Lease with Villas on Shelby, LLC (HS Development Partners, LLC) for the Villas on Shelby Affordable Housing Project.
   c. AB 3091 **Discussion/possible action** for approval of a change order for the SIM 1B -Uptown Road Improvements Project contract with Combs Construction Company, Inc. for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, including the southbound areas, in the amount of $684,178.75.
   d. AB 3144 **Discussion/possible action** regarding approval of a construction contract with Pronghorn Services, LLC, for the Andante Shared Use Path and Drainage Improvements Project, SIM-11n, in the amount of $3,018,684.

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.

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 a quorum of 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.

Page 2, City Council Meeting Agenda Continued

e. AB 3188 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

f. 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: 4/15/2025

By: MG

_____
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
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 8, 2025, 3:30 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 3:30 p.m.

2. Roll Call

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

Staff Present item: City Manager Anette Spickard, Human Resources Manager Russ Martin, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session at 3:31 p.m. Seconded by Councilor Kinsella. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

JoAnne Cook gave the admonition.

a. Discussion and consultation regarding personnel matters, specifically to discuss City Manager Anette Spickard's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).

Anette Spickard left the meeting at 4:21 p.m.

Russ Martin entered the meeting at 4:21 p.m., and left the meeting at 4:27 p.m.

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

Reconvened in open session at 4:28 p.m.

No action taken.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:28 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on April 8, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 8, 2025, 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, Housing Manager Jeanne Blum, Housing Coordinator Laura Stewart, Assistant Director of Public Works Sandy Phillips, Facilities Manager Larry Farhat, Police Chief Stephanie Foley, Police Support Services Manager Erin Loeffler, Community Development Director Steve Mertes, Director of Financial Services Barbara Whitehorn, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy invited all to attend Carol Benally's painting demonstration this Thursday from 3:30 – 5:30p.m. Carol's exhibit will come down April 24th, she is offering 20% off each piece.

Nancy Lattanzi stated that April is National Poetry Month. She thanked City Council for approving the Poet Laureate Program in collaboration with the Community Library Sedona. She thanked the work group members, Judy Poe, Tasha Spuches, Rex Arrasmith, Chistopher Fox Graham, and Barbara Whitehorn.

She advised there are five adult and two youth finalist from 13 submissions. She invited all to attend the live performances which will be held:

Wednesday, April 16 from 6:00-8:00pm at Community Library Sedona
Monday, April 21 from 7:00-9:00pm at Mary Fisher Theater
Monday, April 28 from 6:00-8:00pm at Tlaquepaque

Nancy introduced each of the finalist, the finalist recited their poem.

Tee Pace (recorded recital)
A Valentine for Diane di Prima & Fiona Apple

Gary Every
The Cave of Shanidar

Martha Entin
Wild Fire

Camille LeFevre
The Stone Whales

Clint Frakes

Love's Lost Horses

YOUTH POET LAUREATES
Felicia Foldes
Patio of the Five Faces

Anya Blue Lior
Stories of the Dead

3. Consent Items

a. Minutes - February 12, 2025 City Council Special Meeting
b. Minutes - March 25, 2025 City Council Special Meeting - Executive Session.
c. Minutes - March 25, 2025 City Council Regular Meeting.
d. Minutes - March 26, 2025 City Council Special Meeting.
e. Approval of Fair Housing Month Proclamation, April 2025.
f. Approval of International Dark Sky Week Proclamation, April 21-28, 2025.
g. Approval of Keep Your Pets Fire Safe Week Proclamation, May 5-11, 2025.

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

4. Appointments- None.

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

a. Executive Session Report

Councilor Fultz stated the results of the Coconino Plateau Watershed Partnership's annual 4th grade, water ethics contest included Emily Morin and two students from Running River School, who took 2nd and 3rd place for the art awards.

Mayor Jablow stated there was no action taken after executive session meeting regarding Anette Spickard's evaluation.

6. Public Forum

No public comments heard.

7. Proclamations, Recognitions & Awards

a. Fair Housing Proclamation, April 2025.

Mayor Jablow presented the proclamation to Devonna McLaughlin, Executive Director of Housing Solutions of Northern Arizona. Devonna thanked City Council for their support.

b. International Dark Sky Week Proclamations, April 21-28, 2025.

Mayor Jablow presented the proclamation to Craig Swanson, Keep Sedona Beautiful Executive Vice President. Craig thanked City Council for their support. He invited all to attend the Preserving the Wonder Speaker series event on Wednesday, April 16th at

5:00 p.m. Kev Schindler will be speaking.

c. Keep Your Pets Fire Safe Week Proclamation, May 5-11, 2025.

Mayor Jablow presented the proclamation to Helen McNeal, Sedona Fire District Board Member. Helen thanked City Council for their support. She thanked the City Clerk's office staff JoAnne Cook and Marcy Garner for their assistance with the proclamation process. She thanked the Humane Society, Joanne Cacciatore and Brenda Redel, Verde Valley Care Givers, Sedona Community Center, Arizona Community Foundation Rescue Retrievers, Sedona Verde Valley Firefighters Charity, and Chief Mezulis for their support. She invited all to stop by one of the firehouses to pick up free pet safety information.

8. Regular Business

a. AB 3205 Discussion/direction to staff/possible action regarding the options available for the ADOH Homeless Shelter and Services Fund grant in the amount of $875,638.

Presentation by Jeanne Blum and Anette Spickard. Catholic Charitites Tammy Rasband Sandy Flores Senior Program Director for Catholic Charities answered questions from City Council.

Questions and comments from City Council.

Opened to the public at 5:47 p.m.

The following spoke in support of using the funds for a regional solution:

David Key, Sedona, Elizabeth Saline, Sedona, Support Coordinator for Hope House of Sedona, Jo Martin, Sedona.

Bill Noonan, Sedona, spoke in opposition to accepting and using the state grant funds.

Brought back to City Council at 5:57 p.m.

Comments from City Council.

Motion: Councilor Dunn moved to directed staff to request the Arizona Department of Housing to transfer the ADOH Homeless Shelter & Services Fund grant in the amount of $875,638 to a qualified non-profit organization for independent administration within the Verde Valley. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

By majority consensus, Council directed staff to request ADOH allocate the funds in the Verde Valley, provide equal access to the program in Sedona and the Verde Valley, and to require the selected agency share the results of the collection of data and provide progress reports to the City.

Break at 6:24 p.m. Reconvened at 6:46 p.m.

b. AB 3204 Discussion/possible action for approval of amendment to the Rent Local Program by raising the monthly rental cap to $2,500 to better align with current market rates and encourage more homeowners to participate.

Presentation by Jeanne Blum.

Questions and comments from City Council.

Opened to the public at 7:15 p.m.

Lindsay Hammersmith, Sedona, spoke in support of the program. She expressed the need for 2-3 bedroom housing units. She stated that the incentives of the program need to work for property owners.

Brought back to City Council at 7:18 p.m.

Comments from City Council.

Motion: Vice Mayor Ploog moved to amend the Rent Local Program by raising the monthly rental cap to $2,500 to better align with current market rates and encourage more homeowners to participate. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

By majority consensus, Council directed staff to bring creative options for incentives and the program model back to City Council for consideration.

Item 3d was moved ahead of item 3c.

c. AB 3150 Discussion/possible action regarding approval of City Hall Window and Door Replacement Construction Contract to Caliente Construction, Inc. in the amount of $248,490.

Presentation by Sandy Phillips and Larry Farhat.

Questions and comments from City Council.

Motion: Councilor Kinsella moved to approve award of the construction contract with Caliente Construction, Inc. for the City Hall Window and Door Replacement Project in an amount not-to-exceed $248,490.00, subject to approval of a written contract by the City Attorney's Office. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

d. AB 3145 Discussion/possible action regarding approval of the Linking Agreement between the Sedona Police Department and Zetron, Inc., in the amount of $1,107,587.30.

Presentation by Erin Loeffler, and Rick Felt, Sr. System Sales Manager and Don Brown, Sr. Sales Engineer for Zetron.

Question and comments from City Council.

Motion: Councilor Kinsella moved to approve the Linking Agreement with Zetron, Inc., for the PD-02 Radio Infrastructure enhancement CIP in the amount of $1,107,587.30. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

e. AB 3188 Discussion/possible direction/action regarding proposed State

legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

Presentation by Kurt Christianson and Kathy Senseman, Short-Term Rental Legislation Lobbyist.

Questions and comments from City Council.

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

Councilor Fultz requested a future agenda item to address wildfire safety with an ordinance to address fire breaks around the city. City Council supported his request. He also requested an item regarding options the City may have to support children who are in families that do not qualify for the Rent Local Program. City Council supported his request.

Staff will bring revisions to the Rent Local Program for City Council consideration at a future meeting.

Mayor Jablow advised there is no City Council meeting tomorrow.

9. Executive Session

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

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

10. Adjournment

Mayor Jablow adjourned the meeting at 8:33 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on April 8, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Agenda Item: 3c

Proposed Action & Subject: Approval of Amendment #1 with Viam Advisors in the amount of $46,719 for tasks related to addressing homelessness.

Department	CD / Housing - Jeanne Blum
Time to Present **Total Time for Item**	2 Minutes 5 Minutes
Other Council Meetings	November 16, 2024, January 29, 2025
Exhibits	A. Amendment #1 to Professional Services Agreement B. Professional Services Agreement

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Recommend approval ABS 4/11/25

Expenditure Required	
$	46,719
Amount Budgeted	
$	
Account No. (Description)	GL 12-5340-60-6405 to be funded from vacancy savings due to Housing staff position vacancy for partial year FY25

SUMMARY STATEMENT

Background/History:

The City of Sedona has been actively addressing the growing concern of homelessness in both regional and local contexts, primarily driven by the shortage of affordable housing in Sedona and the Verde Valley. In response, the City has taken steps to develop a comprehensive strategic approach to addressing homelessness, commissioning a Homelessness Needs Assessment and Strategic Plan to Address Homelessness.

In March 2024, the City issued a Request for Proposals to conduct a Homelessness Needs and Services Assessment. As a result, Viam Advising, LLC was contracted on May 20, 2024, in the amount of $70,000 to conduct this assessment, which has become the foundation of the City's broader homelessness strategy. The assessment identified key issues, needs, and potential strategies, highlighting a critical gap in understanding the distribution and availability

of homelessness-related services across the Verde Valley. To address this, the next step involves conducting a comprehensive resource mapping effort and community engagement initiative to build upon these findings.

The City's 2024 Community Plan highlights the need to increase affordable housing for vulnerable populations, including the workforce and the unhoused (Policy 5.5). Despite attempts to address homelessness, including converting short-term rental properties into long-term rentals, these strategies have had limited success. A proposed safe overnight parking program for vehicle-dwelling employees was rejected by voters, further illustrating the challenge of finding widely accepted solutions.

On November 26, 2024, Viam Advising, LLC presented the draft findings of the Homelessness Needs Assessment to City Council. During this meeting, staff were directed to gather additional information from local and regional service providers to refine a strategic plan. This included more detailed insights into existing resources and how they could be more effectively aligned to meet the needs of the unhoused in Sedona and the Verde Valley. The importance of a coordinated regional approach to homelessness was emphasized, with a particular focus on collaboration among municipalities to ensure greater efficiency in service delivery.

To further this effort, a Council Work Session was held on January 29, 2025, with local and multi-jurisdictional stakeholders, including the Arizona Department of Housing (ADOH) and Yavapai County, to discuss expanding the Coordinated Entry System in the Verde Valley. This system aims to improve collaboration and streamline service delivery for those experiencing homelessness. The meeting highlighted the need for a regional strategy to enhance coordination of housing, behavioral health, and other support services at both local and state levels. These discussions helped refine the strategic plan, focusing on short- and long-term solutions for homelessness. At the session, the City Council requested additional resource mapping to better understand coordinated efforts and identify service gaps, strengthening the City's ability to develop a more comprehensive homelessness strategy with regional participation.

Building on the work Viam Advising has already undertaken, a contract extension will enable the consulting team to conduct resource mapping activities and lead community engagement efforts. This phase will involve identifying and cataloging homelessness-related resources across Sedona and the Verde Valley, assessing service gaps and duplications, evaluating potential funding sources, and identifying opportunities for partnerships. Additionally, the effort will include engaging with the community and key stakeholders to ensure broad support and alignment with the strategic plan. The goal is to ensure that the City's homelessness strategy is based on solid, data-driven insights, helping to inform future resource allocation and program development.

Budget Considerations

The proposed extension of $46,719, coupled with the original contract amount of $70,000 will bring the total contract amount to $116,719. This additional funding will support essential research, assessment, and community engagement efforts, enabling the City to develop a more informed and coordinated approach to addressing homelessness in the Verde Valley. The $46,719 contract extension will be funded from vacancy savings through the Housing Department Budget.

Staff Recommendation

Staff recommend that the City Council approve the contract extension with Viam Advising, LLC.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): City Council can deny the contract extension, which could result in a lack of a full understanding of existing resources and potential gaps in the current homelessness strategy.

MOTION

I move to: approve Amendment #1 with Viam Advising, LLC increasing the amount of the contract by $46,719.

AMENDMENT # 1
TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Viam Advising, LLC ("CONSULTANT") is made and entered into on this ____ day April, 2025 ("Effective Date").

RECITALS

A. WHEREAS, CITY and CONSULTANT previously entered into an Agreement for CONSULTANT to perform certain professional consulting and coordinating services for CITY, in connection with Homelessness Needs Assessment and Strategic Plan to Address Homelessness (the "Project") on or about the 20 day of May, 2024; and

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

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work.
   The "Scope of Work" of the Agreement is amended by including the additional project tasks/deliverables described in **Exhibit A**.

2. **COMPENSATION; BILLING**.
   A. Compensation.
   The compensation the CITY agrees to pay the CONSULTANT is increased by $ 46,719 amending the not to exceed amount the CITY will pay from $ 70,000 to **$ 116,719**.

3. **CONTRACT TERM**
   A. Term.
   The contract term is extended through October, 2025 to allow for completion of the Amended Scope of Work.

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

(Signatures on Following Page)

CITY OF SEDONA, ARIZONA

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

CONSULTANT

By:_____
Jonathan Danforth

Title:_____

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

EXHIBIT A
Scope of Work

(Continued on following page)

Viam Advising Scope & Budget

Viam Advising proposes a contract with The City of Sedona Housing Department to activate a regional approach for addressing homelessness in the Verde Valley. The tasks outlined below support the implementation of the recommendations in the Homelessness Needs and Services Assessment and Strategic Plan produced in the first phase of our work, along with the guidance of Sedona City Council.

Task 1: Implementation Start & Coordination

This task will kick off with a site visit to start the implementation phase of the regional approach to addressing homelessness in the Verde Valley. The site visit will include a presentation to City Council on the complete needs assessment and strategic plan with a focus on recommendations. The site visit will also include follow-up with service providers who represent the work being done to address homelessness in the region as well as an introduction to the regional approach for leadership from the other localities in the Verde Valley.

This task will include coordination as an ongoing components of the contract, representing time incurred for project management conference calls.

Task 2: Verde Valley Housing & Supportive Services Resource Mapping

The first step in activating a regional approach is mapping the resources available to unhoused households in the Verde Valley and to what extent they meet the needs of the three primary homeless typologies described in the assessment (transitional, episodic, and chronic). This task will consist of engaging Verde Valley, county, and state partners in creating an inventory of existing resources, surveying the respective parties for current services and housing options using standardized definitions, and cataloging the results. This task includes engagement and follow-up with providers to orient them to the regional approach and to obtain the necessary information. The final product from this task will be a report that details and visualizes the resource mapping analysis.

Task 3: Presentation and Engagement with Community – Building Regional Consortium

The third phase will be centered on socializing the analysis from task 2 to build community support and advance alignment in the regional approach. This task will include on-site engagement with the community and a final working session with City Council. We will broadly focus on the fully developed resource mapping analysis to begin galvanizing a coordinated approach to homelessness for the Verde Valley. With community partners, we will focus on solidifying commitment to this approach and clarifying related roles/responsibilities. With the City Council, we will focus on recommendations for future City of Sedona investments in alignment with federal, state, and county funding.

Other Work Product – Not Planned/Budgeted

Following this contract, Viam Advising will be well positioned to continue supporting the implementation of a regional response to homelessness. Tasks included in this may include the following:

- Identify eligible activities for housing supports using State of Arizona Medicaid waiver resources
- Conduct 5-year system modeling analysis and build a homelessness system investment plan
- Develop Standards of Care guidance for Outreach, Emergency Shelter, RRH, and PSH

Budget Overview

Viam Advising will contract with the City of Sedona for $46,719.00 for a five (5) month period. Below is a budget breakdown for the total award:

Budget Summary - Sedona Strategic Plan Activation
Viam Advising hourly rate
$200

Activity	**Hours**	**Cost**
Task 1 – Implementation Start & Coordination	60	$12,000
Task 2 - Verde Valley Housing & Support Services Resource Mapping	98	$19,600
Task 3 - Community Engagement and Council Work Session	61	$12,200
Other Work Product - Not Planned/Budgeted	0	$0
Total Labor	219	$43,800
Travel		
Site Visit 1		$ 1,614.00
Site Visit 2		$ 2,919.00
Site Visit 3		$ -
Total Travel		$ 2,919.00
Project Total		**$46,719.00**

Viam Advising Scope & Budget

Viam Advising proposes a contract with The City of Sedona Housing Department to activate a regional approach for addressing homelessness in the Verde Valley. The tasks outlined below support the implementation of the recommendations in the Homelessness Needs and Services Assessment and Strategic Plan produced in the first phase of our work, along with the guidance of Sedona City Council.

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Task 3 - Community Engagement and Council Work Session	61	$12,200
Other Work Product - Not Planned/Budgeted	0	$0
Total Labor	219	$43,800
Travel		
Site Visit 1		$ 1,614.00
Site Visit 2		$ 2,919.00
Site Visit 3		$ -
Total Travel		$ 2,919.00
Project Total		**$46,719.00**

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PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this 20th day of May, 20 24 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Danforth Consulting LLC dba Viam Advising** ("CONSULTANT").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **Homeless Needs Assessment & Strategic Plane Development** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided

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herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

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

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

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

2. **COMPENSATION; BILLING**.

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$70,000.** Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

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

C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they

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are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

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

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7. **INSURANCE**.

A. General:

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

2. Worker's Compensation Insurance:

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

Coverage B: Employer's Liability

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

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

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

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

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

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

D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s)

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

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

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

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

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

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

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

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

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on **June 30, 2025**, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT

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for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

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

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

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

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

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

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

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of this Agreement.

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

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

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

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

    B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

    C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor,

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time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

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

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

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

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to the provisions of ARS § 38-511.

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

CITY:	City of Sedona Attn: City Manager 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	Danforth Consulting LLC dba Viam Advising Attn: Jonathan Danforth 2039 Tarfite Pl Houston, TX 77077 jonathan@viamadvising.com

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

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

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

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CITY OF SEDONA, ARIZONA

DocuSigned by:
Audrey Spickard
26E2EB04E4F64B8...

Audrey Spickard, City Manager

ATTEST:

DocuSigned by:
Joanne Cook
F3F3574389784E3...

Joanne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Kurt Christianson
DA6BB971B6AF411...

Kurt W. Christianson, City Attorney

DANFORTH CONSULTING LLC
dba VIAM ADVISING

By: DocuSigned by:
Jonathan Danforth
D96C95064D2D403...

Title: Principal Consultant

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

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EXHIBITS

Exhibit A

☐ Scope of Work and Associated Costs.

Exhibit B

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

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

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Viam Advising

Proposal for Comprehensive Homeless Needs and Services Assessment to Develop a Strategic Plan to Address Homelessness in the City of Sedona and Surrounding Regions

Contact:

Viam Advising
Jonathan Danforth
2039 Tarfite Place, Houston TX 77077
(713) 502-8642
jonathan@viamadvising.com

April 8, 2024

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Section 1: Transmittal Letter

Viam Advising is pleased to submit this application in response to the City of Sedona's Request for Proposals to lead a **comprehensive homelessness needs and services assessment** and drafting of a **strategic plan to address homelessness** for The City of Sedona and neighboring communities of City of Cottonwood, Village of Oak Creek, Towns of Clarkdale, Camp Verde, Jerome and surrounding unincorporated areas of Yavapai County and the Verde Valley.

Viam Advising is a Houston based firm that provides professional services with a focus on advancing communities in the work of ending homelessness . Viam advising is the DBA of Danforth Consulting LLC, which is a Texas single member LLC. The sole member is Jonathan Danforth, who is the founder, principal consultant, and authorized agent.

Based out of Houston Texas, our team is built on the creativity and expertise that brought a reduction in homelessness of over 35,000 households for the region. While no two communities are the same, our team has been hand-selected to bring together both experts and innovators specifically equipped to examine and respond to the geographical constraints, policy restrictions, data gaps, community dynamics, and staffing challenges experienced in Sedona.

The proposal is binding for at least 90 days from the proposal deadline date. However, both cost and scope are negotiable following further discussion about possible refinements to approach, roles and timeline. If you would like to discuss any modifications to our proposed scope or schedule, or if you have any other questions about this proposal, please call me at (713) 502-8642, or e-mail me at jonathan@viamadvising.com.

Yours sincerely,



Jonathan Danforth
Founder & Principal Consultant

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Section 2: Proposer Qualifications / Experience

Similar Consulting Services

Viam's team has provided consulting support to a wide range of governmental agencies, continuums of care, and direct services providers. Viam's services are oriented to achieve more effective homeless service programs and systems. The Viam team has extensive experience collaborating with multiple public and private sector parties on a broad range of initiatives, including:

- Designing systems that strategically target homeless resources and achieve improved outcomes.
- Developing and implementing plans to end homelessness.
- Conducting community needs assessments to inform plans for systems change.
- Assisting communities to compile, analyze and report HMIS (Homeless Management Information System) and other data to inform systems and program evaluation and planning.
- Projecting need for housing supports and other services.
- Designing and implementing Coordinated Entry Systems.
- Guiding Continuum of Care (CoC) governance, operations and HEARTH compliance.
- Designing systems that strategically target homeless resources and achieve improved outcomes.
- Helping human service programs to improve outcomes through Continuous Quality Improvement strategies, implementation and evaluation of evidence-based practices (EBPs), and stronger collaborations among organizations.
- Developing and managing high quality housing and supportive service programs that use Evidence Based Practices.
- Identifying provider training needs and delivering training.

Currently, the project team provides consultation services to communities throughout the nation, for a broad range of clients. While Viam Advising was founded in April of 2023, Viam's project team has broad and deep experience in similar projects over the last 5 years:

Cleveland/Cuyahoga County Strategic Action Plan for Homelessness

Matt White designed and facilitated a year-long strategic planning process for the Cleveland CoC. The Cleveland Action Plan, Advancing Pathways to Housing through Equity, was released in March of 23 and forms the foundation for the community's comprehensive plan to reduce homelessness by 25% in the next five years. The Cleveland Action Plan was developed through the work of a CoC-designated strategic planning committee, comprised of leadership from government, homelessness assistance providers, faith community, philanthropy, and people with

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lived experience of homelessness. The Cleveland Action Plan organizes system improvement strategies around five key system goals:

- Improve engagement and access
- Improve the experience of clients in crisis housing
- Expand housing stabilization capacity
- Connect clients to income and benefits
- Build system capacity.

Since its release last year the Cleveland Action Plan has shepherded system improvements such as a new $2M investment in unsheltered homelessness outreach and rehousing efforts, $10M in reconfigured emergency shelter facilities to create non-congregate sleeping arrangements, 3 new PSH projects serving high priority youth and domestic violence populations, a strategic partnership with workforce investment services to create job opportunities for people exiting homelessness, and expanded staff and training opportunities for direct service providers in the homelessness provider community.

Strategic System Improvement Plan for Detroit's Homelessness Response System

Matt White contributed to a strategic planning team of national experts who design, facilitated, and developed the Strategic Plan for the Detroit, Michigan CoC. Matt White led the system modeling analysis which produced a specific set of system expansion recommendations necessary for Detroit to achieve an "optimal" number and type of beds and resources to address the forecasted number of people who will experience homelessness in Detroit over the next five years. The system modeling analysis was paired with average per unit and bed costs to provide Detroit with the a comprehensive picture of needed additional system investment to achieve optimization of their crisis response system for homelessness into the future. The Detroit Plan is expected to be released publicly in the coming weeks.

Equity Analysis of Kentucky Balance of State CoC

Jonathan Danforth led a HUD-sponsored team to support an equity driven response to unsheltered homelessness in rural Kentucky. Utilized quantitative and qualitative data to conduct a state-wide area study on homelessness service utilization and service outcomes. Focused on developing strategy and policy recommendations to advance equity with overall CoC performance.

Louisville, KY Homeless System Modeling

Jonathan Danforth led a HUD-Sponsored team to conduct a CoC-wide needs assessment to analyze the allocation of resources and document potential scenarios for optimizing the CoC's system, following a community-driven approach to build community vision and collaboration. Provided technical assistance capacity building to enhance data quality of the Louisville CoC HMIS system and coaching to support the implementation of Louisville's Plan to End Unsheltered Homelessness.

Oklahoma City, OK System Transformation Initiative

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Jonathan Danforth served as project lead for the City of Oklahoma City as part of Clutch Consulting's System Transformation initiative. Coordinated the implementation of a multilateral encampment response strategy, including the city, multiple public housing authorities, the State of Oklahoma, private philanthropy, and the Key to Home CoC.

Policy Advising & Technical Assistance with Oregon's Department of Housing & Community Services

Jonathan Danforth & Matt White provided policy and implementation support to the Department of Housing & Community Services for the State of Oregon to a range of state and county stakeholders. Jonathan designed and implemented a comprehensive curriculum on best practices for landlord engagement, housing focused emergency shelter, targeted street outreach, and encampment resolution. Additionally provides direct technical assistance to rural counties in Oregon on program design, financial braiding, and communication plans.

City of Knoxville, TN CoC-Wide Governance Overhaul

Jonathan Danforth provided the City of Knoxville with a comprehensive re-design of their CoC governance structure and written-standards. Incorporated both qualitative and quantitative methods in evaluating the CoC's structure and performance in an initial report. Leveraged qualitative engagements with stakeholders to build community consensus on the new role of the CoC. Developed an CoC governance implementation plan and provided coaching on implementation of changes.

Key Personnel

Jonathan Danforth, Project Lead, Founder and Principal at Viam Advising

2039 Tarfite Pl Houston, TX 77077

Jonathan is the founder and principal consultant at Viam Advising. He is an industry leader with over a decade of experience in designing innovative programs to deliver care directly to those experiencing unsheltered homelessness. Jonathan specializes in developing strategies that leverage data to bring community stakeholders together around a unified approach. Jonathan led early implementation of nationally recognized best practices for responding to homeless encampments with the Coalition for the Homeless of Houston and has continued this work on a national level.

Jonathan has built upon the strengths of the Houston model to apply successful strategies for addressing homelessness in other communities. He has experience guiding the CoC planning, optimizing the allocation of resources, analyzing equity, developing written standards, and providing policy recommendations. His recent work at the federal level has focused on achieving a more effective response to unsheltered homelessness, improving Coordinated Entry processes, and improving crisis response services for persons experiencing homelessness in encampments.

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Jonathan Danforth is a first-generation Brazilian-American. He obtained a B.A. from University of Scranton in Economics and Philosophy and enjoys time with family, community, and road trips.

Matt White, Project Advisor, and Independent Sub-Contractor

584 Franklin Ave Columbus, OH 43215

For the past 25 years Matt White has been working with communities to design and implement effective systems for persons experiencing homelessness and at imminent risk of homelessness. He specializes in homeless system policy development and implementation, research and evaluation, and refinement of Coordinated Entry System (CES) processes.

Mr. White's homeless system technical assistance expertise includes improving data collection and analysis capabilities, evaluating the effectiveness of homelessness systems, and leading strategic planning and facilitation engagements to reorient homelessness services.

Mr. White is now a Senior Associate with Housing Innovations, a consulting collaborative of practitioners with direct community experience implementing solutions to homelessness.

Additional Sub-Contractors

Shawn Griffith, Task Support, and Independent Sub-Contractor

1319 Grainger Avenue. Knoxville, TN 37917

Shawn has worked in the fields of social services, government, and academia with an overarching focus on homelessness for over 10 years. During that time, he held various roles ranging from direct service to homelessness researcher. As a former street outreach worker and ethnographic researcher, he has extensive experience working with individuals experiencing unsheltered homelessness. Additionally, he has experience performing direct service roles in multiple social work settings, including emergency shelters, drop-in centers, and residential treatment facilities. Mr. Griffith is experienced in building and strengthening Continuums of Care (CoCs) to increase resources and implement effective service delivery. He applies an interdisciplinary skillset within local homeless service systems to empower and up lift voices of lived experience while holding collaborative applicant, policy, and funder decision-making roles with the City of Knoxville and the Knoxville-Knox County Office of Housing Stability. Mr. Griffith led the build out of the Knoxville-Knox County Youth Action Board and successfully secured the Youth Homelessness Demonstration Program for the Knoxville-Knox County Continuum of Care (TN-502), a $1.8 million renewable grant, and is the lead organizer and writer of TN-502's Coordinated Community Plan to prevent and end youth and young adult homelessness.

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Mr. Griffith has formal background and training in cultural anthropology and political science. He attended graduate school at the University of Tennessee Knoxville and the University of North Carolina Chapel Hill receiving a Master of Science in Human Ecology. His research involved mixed-method socioecological fieldwork in Houston, Texas in the wake of Hurricane Harvey to examine the relationship between disaster and homelessness, with a specific focus on how individuals experiencing unsheltered homelessness navigate disaster contexts, and the coordinated response by the Houston Continuum of Care—The Way Home. Mr. Griffith's areas of expertise include street outreach, ethnography, qualitative methods, project management, federal funding compliance (ESG, ESG-CV, CoC, CDBG), CoC building, evidence-based best practice implementation, technical writing, and grant writing.

Roy M. Savage, Task Support, and Independent Sub-Contractor
69 Pearl St Apt 5 Essex Junction, VT 05452

Roy M. Savage, PMP, brings over 13 years of experience supporting healthcare and human services initiatives at multiple levels. In his earlier career, Roy spent 8 years implementing and managing a statewide Housing First program with Pathways Vermont, during which he played key roles in supporting the development and expansion of VT's Continua of Care and Coordinated Entry processes while advocating for broad adoption of the Housing First model. He has also worked as a direct Crisis Assessment Clinician in both community and hospital settings and holds a deep understanding of the strain faced by community medical systems when supporting vulnerable unhoused populations. He is a subject matter expert on the Housing First model and brings his diverse experiences in direct services provision, program development and operations management to his practice.

In his most recent work, Mr. Savage has led enterprise software implementations for major medical systems in the US and United Kingdom while managing a team of senior consultants. His work emphasizes his strengths in strategic planning, project management, stakeholder engagement, healthcare operations management and healthcare policy, each of which he carried forward from his earlier work at Pathways Vermont. He is also a subject matter expert in data management, software integrations and IT workflow/process optimization.

Mr. Savage holds a B.A. in Sociology from the University of Vermont and is an MBA candidate in Healthcare Administration from the University of Massachusetts Isenberg School of Management (expected to graduate in May, 2024). He is a certified Project Management Professional (PMP) and he enjoys hiking, travel, and cooking in his free time.

Shaya Khorsandi, Task Support, and Independent Sub-Contractor
1741 Commonwealth St Houston, TX 77006

Shaya Khorsandi, with a Bachelor of Science in Biological Sciences from Louisiana State University, is a committed advocate for addressing homelessness. From November 2020 to January 2022, he served as the Community and Special Projects Coordinator in the City of Houston's Mayor's Office for Homeless Initiatives, managing constituent needs and spearheading vaccination efforts. From February 2022 to June 2023, he was the Manager of Intake and Coordinated Access at the Coalition for the Homeless – Houston/Harris County, overhauling the Coordinated Entry system

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and modernizing policies. He currently serves as a Homelessness Epidemiology Research Associate at the University of Houston College of Medicine, overseeing prevention research. Through volunteer work locally and abroad, he demonstrates a holistic approach to addressing homelessness and healthcare disparities. Shaya is matriculating to medical school in the fall and aims to integrate health systems with social services to better serve and protect vulnerable populations.

David S. Buck, M.D., M.P.H, Subject Matter Expert, and Independent Sub-Contractor
1203 W Bell St, Houston, TX 77019

Dr. Buck began working with the underserved developing medical and dental clinics for the indigent population in Houston in 1984 after working with Mother Teresa in Calcutta, India. In 1999, he founded Healthcare for the Homeless—Houston. He co-founded Doctor's for Change and served as its Chair from 2006-8. He founded the Houston-Galveston Albert Schweitzer Fellowship Program in 2007 and served as its chair 2007-2016. He served on the founding board and later as Chair of the International Street Medicine Institute from 2010-2012. He served on the Consumer Operated and Oriented Plan Advisory Board at the request of the U.S. Secretary of Health and Human Services 2010-2012. Dr. Buck serves as founder (2009) and board chair of Patient Care Intervention Center, a nonprofit that leverages community-wide care coordination and technology to deliver resources to patients with complex social and medical needs. He has published over 30 articles and book chapters on improving the care of persons experiencing homelessness through health services research. He has been responsible for raising over $40M in funding for services, research and data platform designs.

Ben King, PhD M.P.H., Subject Matter Expert, and Independent Sub-Contractor
4733 Wheeler Ave #8039 Houston, TX 77004

Dr. Ben King is an Assistant Professor of Population Health at the University of Houston College of Medicine in the Departments of Population Health & Behavioral and Social Sciences. He is also a statistician for the new UH Humana Integrated Health Systems Sciences Institute, as well as the President and Chief Scientific Officer of Methods and Results, LLC a research consulting service. He has a Master's in Public Health and Community Health Management and a Doctorate in Epidemiology from the UT-Houston School of Public Health. Through M&R, he works with biomedical and healthcare-focused start-up initiatives and community-based non-profits, particularly in housing/homelessness services and mental health programs. He has served in multiple leadership roles at the American Public Health Association, as a peer reviewer for multiple journals, and as a member of the National Health Care for the Homeless Council's Research Committee.

Reyna Anderson, Subject Matter Expert, and Independent Sub-Contractor
7806 Carrotwood Ct Houston, TX 77049

Reyna holds a bachelor's degree in environmental studies, a master's in Faith and Culture, and a juris doctorate. She has advised the Holy See Permanent Observer Mission to the U.N. and other NGO's where she gained experience in a range of human rights issues from environmental

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justice, human trafficking, and root causes of migration to parental rights and religious freedoms. Currently Reyna offers this expertise through policy advising on issues related to transient populations.

Brittani Manzo, Subject Matter Expert and Independent Sub-Contractor
525 Water St #211 Washington, DC 20024

Brittani is an policy strategist and systems change facilitator with experience supporting organizations, individuals, and government bodies transforming their role in the work of preventing and ending homelessness. Most recently, she led on policy and strategy development for Oregon's statewide Task Force on Homelessness Racial Disparities and is now advising on the state's 2023-2024 State of Emergency to Address Unsheltered Homelessness.

Brittani's approach to this work centers racial equity, evidence-based best practices, and interpersonal connection. She honors and prioritizes the wisdom and insights of people who have and are experiencing homelessness and housing insecurity and has developed a suite of skills to share with communities seeking to better integrate and move power to people with lived expertise into homeless service system policymaking and programming.

Brittani served as a founding member of the National Racial Equity Working Group Leadership Committee, coordinating a multi-year racial equity learning journey for representatives of more than 25 national organizations committed to the work of ending homelessness. She recently worked a Funders Together racial equity learning cohort to author "Moving Our Power To People With Lived Expertise: A Guide Toward Housing Justice For Philanthropy," which is forthcoming. As a consultant, Brittani supports communities in racial equity-focused systems change and strategic planning efforts. Past partners include Detroit, San Francisco, Seattle/King County, Bend/Deschutes County, and Eugene/Lane County. She has facilitated several working groups and task forces, most recently Philanthropy Serving Organizations (PSOs) for Housing Justice and the Deschutes County Emergency Homelessness Task Force

Project Roles

Project Advisor ($200/hour)

- Serve as senior project quality advisor to ensure all deliverables meet client expectations for quality, completeness and timeliness
- Assist in coordinating task assignments.
- Support Project Lead in tracking project work against contract deliverable schedule
- Provide ongoing strategy support to Project Lead
- Ensures City of Sedona staff are connected to similar strategic planning and system change efforts in other like jurisdictions
- Participate in site-based work as necessary

Project Lead ($175/hour)

- Coordinate all Sedona strategic planning tasks and assignments.
- Serve as primary point of contact with Sedona and the Viam Project team.

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- Monitor contract scope, expected outcomes, budget, and staffing prior.
- Monitor contract activities and spending relative to budget.
- Ensure that team members understand and work to advance Sedona's goals and policy priorities.
- Serve as primary analyst, author, and production lead for all Sedona work products.
- Lead data collection and analysis efforts.
- Coordinate and lead all site visits to Sedona and surrounding areas.

References

Lindsay Cates
Strategy Implementation Manager – Homeless Services
City Manager's Office
City of Oklahoma City
(614) 623-7315
lindsaysnowcates@gmail.com

Mike Savara
Special Initiatives Director
Oregon Housing & Community Services
State of Oregon
(503) 931-5944
mike.savara@hcs.oregon.gov

Heather Muller
Clutch Consulting Group
Houston, Texas
(408) 582-2342
heather.muller@clutchconsultinggroup.com

Michael Nichols
President/CEO
Coalition for the Homeless
Houston, Texas
(281) 788-3059
mnichols@homelesshouston.org

Section 3: Project Approach

Introduction

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The first step in leading the process described herein will be to complete a current-state needs assessment to understand the current scope of homelessness and services in the Sedona region using both quantitative and qualitative information and analysis. We will interview staff from the City of Sedona and regional jurisdictions, local and regional nonprofit organizations, business and community members impacted by homelessness, people with lived experience of homelessness and any others you suggest. We will review any documentation about the region that you and other community partners are able to provide to us, including client data and program reports. Once we have obtained information on the extent of homelessness in the area, unmet needs of the unhoused population, and barriers to meeting unmet needs, we will scan existing evaluation results of comparable communities and review available research literature to identify best practices and emerging model programs for effective regional strategies and management that present opportunities for increased efficiencies in allocation of program resources and capacity building strategies for existing homeless service providers.

The product of this work will be a future-state Strategic Plan that provides the City of Sedona with evidence based, creative strategies across the homeless continuum to identify, understand and advance strategies that will provide a clear roadmap to better address homelessness in the area. We will submit an initial summary report assessing current conditions, needs, and homelessness diversity, at the conclusion of the first phase of the initiative and a final Strategic Plan at project conclusion that provides a rational basis for how the city can address current, short term, and long-term needs of the community.

Approach & Timeline

Viam Advising's team has reviewed the RFP issued by the City of Sedona. We've devised the approach described in this proposal as a comprehensive needs assessment and strategic planning process to address the City's goal of developing and administering programs that will reduce homelessness in the region.

In order to design a system that can achieve this goal Viam's team has organized a strategic approach focused on three core questions:

1. What is the current state of homelessness and services in the Sedona and surrounding region?
2. How could existing policy makers, nonprofit organizations, private sector resources, stakeholders and service strategies be reconfigured to achieve the greatest efficiency?
3. What extent of new resources, programming and service strategies would be necessary to achieve The City's goals? And, how should those new inputs be configured?

These planning questions inform the design of Viam's proposed approach. Below we have expanded upon seven specific tasks that will contribute to the final deliverable, a **Comprehensive Homelessness and Services Needs Assessment and *Strategic Plan to Address Homelessness in the City of Sedona and Surrounding Regions:***

- Task 1: Project Planning & Ongoing Coordination
- Task 2: Initial Data Collection & Analysis

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- Task 3: Stakeholder Engagement & Qualitative Data Collection
- Task 4: Cost Analysis
- Task 5: System Modeling
- Task 6: Presentation of Draft Comprehensive Needs Assessment and Strategic Plan
- Task 7: Presentation of Final Comprehensive Needs Assessment and Strategic Plan

Task 1 – Project Planning & Ongoing Coordination (May and Ongoing)

Viam approaches project planning and coordination as an ongoing component of the project. This task occurs throughout the project lifecycle. The Viam project team will work with The City of Sedona and strategic local stakeholders (e.g. CoC Board members, elected and public officials and other key informants identified by The City), to assess the current state of homelessness and services and develop a revised work plan to guide the engagement going forward. This process will begin with a start-up conference call with key staff from Viam Advising and The City. Viam's project team will also interview staff who have been implementing existing homeless services, as well as a sample of shelter and transitional housing providers with firsthand, practical knowledge of the homelessness and services in the region. We will review expectations, needs, priorities, and timelines and begin to discuss protocols for the body of work. We will also begin to identify key stakeholders and relevant background materials, assess HMIS data quality, existing procedures, and protocols, and explore other potential data sources.

By the end of the first month, we will prepare a revised work plan, updating as necessary the proposed approaches to the project tasks described in our proposal. Our budget for this phase also includes ongoing project management throughout the 8-month (29 week) period, including internal team coordination and communication with the City's staff as we implement the work plan.

Task 2 – Initial Data Collection & Analysis (June - July)

In Task 2 we work with AZBoSCoC and Arizona Department of Housing to gather all available HMIS data reports, recent HIC submissions, PIT counts and other system reports that describe current households make up, locations, demographics, living situations, conditions in the overall community, understand and prioritize needs. Utilizing HUD's data visualization tool, SellaP, we will organize existing data into standardized charts, graphs, visuals and other data graphics. We strongly recommend the use of StellaP as an initial data visualization resource due to the well-tested and HUD-approved business rules and methodology for data analysis results. The final products emanating from StellaP represent the standard data visualization approaches now approved and supported by all federal partners (HUD, VA, USICH, and NAEH). Where certain data visualization products are unavailable through StellaP we will build locally specific products to share among stakeholders. Locally specific data visualizations will likely include products that include the following:

- ***Utilization Patterns*** Program level utilization by population served (i.e. families, singled, youth), component (i.e. ES, TH, RRH, PSH), and subpopulation (i.e. chronic, Veteran, domestic violence).
- ***Location Heat Maps*** Location (i.e. geocode) of homeless system resource components compared to locations (i.e. zip code or census track) with highest concentration of persons' last permanent address prior to homelessness.
- ***System Mapping*** Flow charts demonstrating the configuration and relationships among available services and programs and the typical flow patterns in which persons move

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through the system.

- ***System Modeling*** Analysis tool that enables users to predict inflow rates and patterns and model various options for optimal reconfiguration of system resources and programs to best address expected rates of homelessness.

- In addition to quantitative data we will conduct qualitative interviews with stakeholders identified during the planning phase. This will include members of the City of Sedona as well as other key informants as recommended by the City's staff.

The purpose of the interviews will be to build a foundation for developing recommendations to address homelessness that are collaborative and inclusive of the City's and region's stakeholders. We will obtain broad input on current experience with homelessness and services, views on how programs and service strategies might evolve, information on training needs, information on current program eligibility restrictions and preferences, and feedback on which resources should be targeted to different client need groups. Finally, we will conduct a review of best practices with respect to optimal system design emerging in other communities.

Results and findings from this task will be summarized in an **Initial Draft Homelessness & Service Needs Assessment** on the homeless demographic profile of the City of Sedona and the Verde Valley and presented to stakeholders at an in-person briefing in Sedona in July, the first site visit planned for this project. The project team will also develop a set of preliminary recommendations to address the prevalence and extent of homelessness locally and regionally by exploring possible modifications to the current CoC system based on these initial findings. Examples of possible modifications could include enhanced resource allocation, policy recommendations, capacity building plans, refinements to CoC management or governance restructuring, shifting of management responsibilities, adjustments to policies and procedures, among other options.

Task 3 – Stakeholder Engagement & Qualitative Data Collection (July - August)

In the third task, Viam will present the system data that has been compiled, data visualization products, and briefing materials at a series of stakeholder engagement workshops centered on capturing qualitative information from stakeholders. P reliminary recommendations generated from data analysis and key stakeholder interviews will be shared during stakeholder engagement workshops with the goal of capturing data on the feasibility of emerging recommendations and possible implementation strategies or priorities. Each engagement workshop will be organized as a half-day planning session encompassing three core components:

1. Review ***current homeless service utilization*** patterns to analyze gaps between what services are being provided and where
2. Map ***homelessness flow patterns*** to identify typical service strategies and system throughput issues, including significant decision points detailing how system resources are allocated, layered, and configured to address the different needs of each vulnerability acuity group.
3. Review a set of ***assumptions for system optimization***, including adjustments on what gaps should be addressed in a strategic plan to end homelessness. System optimization discussions will consider volume and location in determining the strategic allocation of diversion/problem solving, rapid rehousing, permanent supportive housing and other

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available community resources.

In addition to the stakeholder engagement workshops we conduct up to six key stakeholder interviews with candidates selected in consultation with The City. Possible key stakeholders could include public officials, housing department staff, community development departments from area municipalities. The goal of key stakeholder interviews is to both solicit information from individuals with critical knowledge, experience or perspective on existing regional homelessness and services and to ensure strategic individuals are recruited to support innovation in the collaborative planning process.

We will debrief with key Sedona staff at the conclusion of the first site visit to share initial findings and brainstorm opportunities for ongoing project work plan refinement to ensure Viam continually hits performance expectations for the most accurate needs assessment and most impactful strategic plan.

Task 4 – Cost Analysis (June - September)

Viam will leverage existing data and research on the cost of homeless services to inform the strategic planning process. To analyze the cost of resource allocations, we will apply generalized per unit costs for each service component to enable an analysis of financial impact of various planning scenarios: 1) maintain current services as is, 2) reallocate existing services with reprogramming of existing funding to achieve most efficient output, and 3) identify investment needed to achieve an optimal impact of resource allocation.

Task 5 – System Modeling (September - October)

Viam will use available homelessness data to model which systemic performance improvements, adjustments to the homeless service resource allocations, and changes in housing and crisis response service strategies would be needed to effectively address homelessness within Sedona. The system model's planning assumptions and inputs will be generated based on the results of the qualitative data gathered in the Stakeholder Engagement Workshops conducted during the work included in Task 3. The system modeling process will enable stakeholders to review three planning scenarios and assess which strategic system improvements might be most impactful and feasible. The three planning scenarios will include:

1. maintain current system as is;
2. reconfigure existing system with reprogramming of existing funding to achieve most efficient output; and
3. identify investment needed to achieve true system optimization (i.e. all homeless persons achieve a PH exit within 30 days).

During the in-person presentation of the system modeling results, Viam's team will assess stakeholder feedback to determine level of buy-in and feasibility for each major system improvement recommendation. Stakeholders will consider each scenario, combinations of scenarios, and identify new options. In addition, Viam Advising is particularly well positioned during Stakeholder Engagement Workshops to offer insights about how each system component is performing, how well it operates in a Housing First capacity, and what staff training and capacity building needs might improve system performance.

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The system model's outputs and stakeholder feedback will be directly incorporated into the Strategic Plan as the central articulation of the system's resource need to achieve strategic goals.

Task 6 – Draft Comprehensive Needs Assessment & Strategic Plan (May - November)

This task will be ongoing from project kick-off through completion. The phase of the process will focus on compiling all the analysis of data and costs, stakeholder feedback and modeling results into a comprehensive needs assessment, informing the most strategic path forward for Sedona and telling the story of those living in this crises throughout the region. We will synthesize the results of the planning process, apply our impact analysis and draft a set of recommendations that are rooted in an unbiased statistical results. The draft report will include policy recommendations Sedona might take to address unmet needs or prevent homelessness, identify potential funding sources for operationalizing recommendations, and legal actions where necessary. We propose a site visit to review the draft report in person and discuss changes and refinements with key stakeholders over the course of a 2-day site visit.

The budget also includes some hours for limited additional analysis and writing to address any questions raised or revisions requested by The City.

Task 7 – Presentation of Final Comprehensive Needs Assessment & Strategic Plan (November - December)

The Viam team will incorporate any updates and refinements into the Final Report and present the results at an on-site community meeting, representing the culmination of the needs assessment and strategic planning process.

Future Potential Work Not Included in this Proposal

While a quality strategic plan can be instrumental in identifying necessary improvements for the region to achieve short and long-term goals, support for execution of the strategic plan is outside the scope of the RFP. Throughout the course of the engagement, the Viam team will identify possible implementation strategies to assist with action items identified in the Strategic Plan but follow- on execution support is not included in this proposal. The following items will likely require additional support beyond contracted support for development of the Strategic Plan:

- Execution support for implementation of the Strategic Plan
- Training and/or capacity building needed to address program deficiencies identified during the strategic planning process.
- Support for additional data elements and data capture strategies that may need to be collected or ways in which data quality may need to be improved to support performance measurement.
- Implementation of performance measures in HMIS and data capture requirements that we think should be used to evaluate the success of the system (e.g., client movement to programs as planned, lengths of stay by program type, housing status at exit by program type, rates of recidivism by subpopulation).

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Section 4: Cost Proposal

Viam proposes a time and materials contract for actual hours up to an agreed upon limit. The budget is a function of our proposed approach to the scope outlined in the RFP. Hourly rates are determined by a fixed rate for each level of service, applied to all team members within that level. Compensation for people with lived experience is included in the cost proposal to reimburse individuals who participate for their time.

Viam's proposed approach is negotiable. For example, we may be able to achieve greater efficiencies with data collection efforts with a partnership where the Sedona takes responsibility for all compilation and packaging of HMIS, HIC, and PIT data requests generated from Viam. We may also be able to conduct some on-site work remotely, thereby eliminating the need for one site visit.

Any task/work request outside of the agreed upon scope and contracted duties that will incur fees, will be communicated by the consultant and agreed to by the City of Sedona prior to the performance of that task/work request.

Activity	Staff Hours	Cost	% Total Cost
Labor			
Task 1 - Management & Coordination	**42**	**$ 7,560**	**11%**
Tier 2: Project Advisor	8	$ 1,680	
Tier 3: Project Lead	34	$ 5,880	
Task 2 - Initial Data Collection & Analysis	**61**	**$ 10,980**	**16%**
Tier 2: Project Advisor	12	$ 2,440	
Tier 3: Project Lead	49	$ 8,540	
Task 3 - Stakeholder Engagement & Qualitative Data Collection	**84**	**$ 15,120**	**22%**
Tier 2: Project Advisor	17	$ 3,360	
Tier 3: Project Lead	67	$ 11,760	
Task 4 - Cost Analysis	**26**	**$ 4,680**	**7%**
Tier 2: Project Advisor	5	$ 1,040	
Tier 3: Project Lead	21	$ 3,640	
Task 5 - System Modeling	**39**	**$ 7,020**	**10%**
Tier 2: Project Advisor	8	$ 1,560	
Tier 3: Project Lead	31	$ 5,460	
Task 6 - Draft Report	**42**	**$ 7,560**	**11%**
Tier 2: Project Advisor	8	$ 1,680	
Tier 3: Project Lead	34	$ 5,880	
Task 7 - Final Report	**29**	**$ 5,220**	**7%**
Tier 2: Project Advisor	6	$ 1,160	
Tier 3: Project Lead	23	$ 4,060	
Total Labor	**323**	**$ 58,140**	

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Compensation					
Compensation for People with Lived Expertise					
Focus Group Attendees @ $50/hr		24	$	1,200	
Total Compensation		**24**	**$**	**1,200**	**2%**
Travel					
Site Visit 1 – 2 Persons; 4 days				$4,468.80	
Site Visit 2 – 2 Persons; 2 days				$3,054.00	
Site Visit 3 – 2 Persons; 2 days				$3,054.00	
Total Travel				**$10,576.80**	**15%**
Itemized Travel Rates					
Average Travel Cost to and from Sedona (per person)	$	733.60			
Average Lodging in Sedona (daily per person)	$	214.20			
2024 GSA Per Diem (daily per person)	$	107.00			
Average On-Site Transportation (daily)	$	65.00			
Project Total				**$69,916.80**	**100%**

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The proposed hourly billing rate for each level is as follows. For reference to specific personnel levels, please refer to Section 2 – Proposer Qualifications & Experience.

Project Team Levels	Hourly Rate	Total Hours	Total Cost	% Total Labor Cost
Project Advisor	$ 200.00	65	$ 12,920	22%
Project Lead	$ 175.00	258	$ 45,220	78%
Totals		**323**	**$ 58,140**	**100%**

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Submission Forms

Submittal Form

Exceptions to Contract Documents

Resumes for Project Team

SECTION IV - SUBMITTAL FORM

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

HOMELESS NEEDS ASSESSMENT & STRATEGIC PLAN DEVELOPMENT

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

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

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

Viam Advising	
Offeror (Entity Name)	Signature
2039 Tarfite Pl	Jonathan Danforth
Street & Mailing Address	Print Name of Signator
Houston, TX 77077	Founder & Principal
City, State and Zip	Title of Signator
713 502 8642	713 502 8642
Telephone No.	Mobile No.
jonathan@viamadvising.com	4/8/2024
E-mail Address	Date Signed

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

SECTION VI - EXCEPTIONS TO CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: Viam Advising

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

Exceptions: N/A

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

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JONATHAN A. DANFORTH

jonathan@viamadvising.com • (713) 502-8642 • 2039 Tarfite Pl Houston, TX 77077

EDUCATION

The University of Scranton | Scranton, PA **2008 – 2012**

B.S. Economics & Philosophy – Cum Laude

- **Business Leadership Honors Program**
- **Special Jesuit Liberal Arts Honors Program**
- **Omicron Delta Epsilon International Honor Society in Economics**

WORK EXPERIENCE

Viam Advising | Houston, TX

- **Founder & Principal Consultant** **April 2023 – Present**
  - Operates a professional services consulting firm primarily focused on advancing communities in the work of ending homelessness

Coalition for the Homeless of Houston/Harris County | Houston, TX

- **Director of Outreach & Coordinated Access** **January 2022 – April 2023**
  - Partnered with executive leadership to develop organizational strategic plan
  - Lead community engagement as the face of unsheltered homeless response to stakeholders
  - Oversaw project management and provided and coaching to management level staff
  - Provided subject matter expertise to partner agencies and communities

National Alliance on Mental Illness of Greater Houston | Houston, TX

- **Board of Directors** **October 2021 – Present**

SEARCH HOMELESS SERVICES | Houston, TX

- **Accomplishments**
  - Organized staff to respond in real-time to natural disasters during the 2021 winter blackout, essential resources and health education at the start of the COVID-19 pandemic, and on-going disaster relief following Hurricane Harvey
  - Developed a data driven outreach strategy to prioritize presence at hot spots based on housing referral density
  - Created SEARCH's Engagement Center to provide SEARCH street outreach clients with a dedicated access point for The Way Home process
  - Designed program tracking and reporting mechanisms to demonstrate outcomes and improve story telling
  - Established SEARCH's research workgroup for program evaluation and quality improvement
  - Worked closely with Downtown & Midtown districts to address the wide-spread development of encampments and guide law enforcement towards the housing first approach
  - Assisted as Design Team Member for Houston's Encampment Response Workgroup
- **Program Manager** **November 2019 – January 2022**
  - Led a department with 30+ staff across 5 distinct teams: Street Outreach, Housing Navigation, SSI/SSDI Outreach Assistance & Recovery, Engagement Center, & Encampment Response
  - Managed funding across 10 private and public grants, including budget planning, spending, and match
  - Oversaw program design, implementation, process improvement, data quality/standards, and reporting for contracts with local foundations, CoC, City of Houston, TDHCA, SAMHSA, and HUD
- **Street Outreach Team Lead** **May 2017 – November 2019**
  - Supervised, trained, and evaluated seven street outreach team members with a focus on Housing First
  - Facilitated group meetings to evaluate target progress, staff client cases, assess/align strategy, and develop skills
- **Housing Navigator** **July 2016 – May 2017**
  - Provided outreach and case management to assist chronically homeless individuals with accessing Permanent Supportive Housing (PSH)

HOUSTON AREA COMMUNITY SERVICES | Houston, TX

- **Housing Case Manager** **January 2016 – July 2016**
  - Provided case management at New Hope Housing for clients in PSH

PATHWAYS VERMONT | Burlington, VT

- **Intake & Outreach Coordinator/Team Lead** **February 2014 – July 2015**
  - Supervised, trained, and evaluated an interdisciplinary Assertive Community Treatment (ACT) team
  - Implemented changes to meet requirements for transitioning onto Medicaid billing
  - Provided outreach and case management to assist chronically homeless individuals with accessing housing

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JONATHAN A. DANFORTH

jonathan@viamadvising.com • (713) 502-8642 • 2039 Tarfite Pl Houston, TX 77077

THE HOWARD CENTER | Burlington, VT

- **Behavioral Interventionist** **January 2013 – February 2014**
  - Provided crisis stabilization interventions to support children with behavioral challenges in a residential setting

U.S. BUREAU OF LABOR STATISTICS | Burlington, VT

- **Economic Assistant** **January 2013 – February 2014**
  - Conducted regional surveys and generated reports for the development of the U.S. Consumer Price Index

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TRAINING & CERTIFICATIONS

Handle With Care

Therapeutic Crises Intervention

Calm Every Storm

SSI/SSDI Outreach Assessment & Recovery

Intentional Peer Support

Motivational Interviewing

Suicide Screening & Safety Planning

MSW Internship Field Supervisor & Task Instructor

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Matt White

Key Qualifications

In-depth knowledge of HUD and VA human service systems for persons experiencing a housing crisis. Research and technical assistance experience in areas of homelessness program development, systems re-engineering and change management, special needs housing programs, community planning and strategic initiatives to end homelessness, and homeless management information systems (HMIS) for homelessness system evaluation and client case management.

Education

MCRP, University of New Mexico, Community and Regional Planning *with a specialization in housing and community development policy*

MA, Columbia University, American Studies

BA, Columbia University, American Studies

Expertise/Skills

- Homeless system planning
- HUD and VA homelessness funding policy priorities
- Technical Assistance materials development
- Project leadership
- Quantitative and qualitative research design & evaluation

Relevant Experience and Technical Accomplishments

Senior Associate, Housing Innovations (2019 – Present)

Project Lead, 5-Year Strategic Plan for Cleveland/Cuyahoga County Homelessness System. Designed and facilitated a community-led planning process to assess critical system and programmatic needs, integrate participation from persons with lived experience of homelessness, and prepare a strategic plan for the community's homelessness system investments and programmatic improvements.

Project Lead, *5-Year Strategic Planning Process for The Way Home CoC (Houston, TX metro area).* Led a strategic planning process in the three-county CoC region, The Way Home CoC. This multi-year project supported the Houston metro area to identify, understand and advance strategies to ensure needs of homeless persons are met in the most effective and efficient system approach possible. Engagement included extensive quantitative analysis of system performance, stakeholder engagement workshops and preparation of dynamic info-graphics to socialize system change efforts.

Principal Associate, Abt Associates (2005 - 2019)

Project Lead, *Los Angeles, CA Priority Community Technical Assistance Initiative* (2010 – present). Under a cooperative agreement with HUD's Office of Special Needs Assistance Programs, Mr. White led a 10-member interdisciplinary team in homeless system planning and capacity building for the Los Angeles metropolitan region. TA efforts were directed to subpopulations including chronic homeless, youth, unsheltered persons, and Veterans. Focus of TA work included development of coordinated entry systems, implementation of a performance measurement and evaluation processes, and analysis of available homeless system data to assess resource gaps and inform strategies for ongoing system development and enhancements.

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Project Director, ***Veteran Affairs Supportive Services for Veteran Families (SSVF), Technical Assistance and Evaluation (2014 – 2017).*** Mr. White served as project director for a multi-year Technical Assistance (TA) initiative to support the U.S. Department of Veteran Affairs' (VA) implementation and ongoing capacity improvements for community-based agencies providing assistance to Veterans and their families who are experiencing homelessness. TA included design and provision of site-based and remote training, development of programmatic materials to support program compliance, identification of best practices, and evaluation of VA's efforts.

Project Director, ***Hennepin County (MN) Homeless Crisis Response System Design, Implementation, and Evaluation*** **(2014 – 2018).** Mr. White was the project director for a multi-year initiative to reconfigure the homeless and supportive housing service system in Hennepin County, Minnesota. The project included development of a comprehensive client assessment tool and process applied to all individuals and households seeking emergency services at coordinated "entry points" to the Minneapolis homeless system. The assessment information was used to link households to the most appropriate program intervention based on each household's specific needs and housing barriers. The project also included tracking of administrative client data through HMIS to assess the effectiveness of the realigned entry point strategy.

Project Director, ***Veterans Affairs Homeless Management Information System Deployment*** **(2011 – 2019).** Under contract with the U.S. Department of Veterans Affairs (VA) Mr. White directed efforts to manage and expand homeless management information system options for VA homeless programs. Abt provided implementation strategy support, including training, technical assistance, resource manuals and materials for VA-funded homeless assistance programs. Data collected from these programs was integrated into a single repository for sorting and validating prior to upload to the VA's National Homeless Registry. Mr. White led the effort to provide strategic policy analysis and support to the VA in their effort to end homelessness among Veterans.

Task Leader, ***National Homeless CoC and HMIS Technical Assistance Initiative*** **(2005 – 2019).** Under a cooperative agreement with HUD's Office of Special Needs Assistance Programs, Abt Associates developed technical assistance materials for Continuums of Care and their networks of homeless service providers. The work focused on development tools, operational support, and expansion strategies for effective homeless system management. The national TA initiative included development of TA resources such as white papers, toolboxes, training curricula, national conferences, documentation of best practices, and direct TA to implementing jurisdictions and communities. Mr. White managed the team of staff and pool of consultants and subcontractors who designed and developed HMIS TA materials and deliver training and TA throughout the country.

Project Director, ***Dayton/Montgomery County (OH) Assessment and Realignment of Homeless System Intake Protocols*** **(2009 – 2010).** Mr. White served as project director for a multi-year initiative to reconfigure the entry point to homeless services in housing in Dayton, Ohio. The project included development of a comprehensive assessment tool and process that are applied to all individuals and households seeking emergency services at coordinated "entry points" to the Dayton homeless system. The assessment information is used to link households to the most appropriate program intervention based on each household's specific needs and housing barriers. The project also included tracking of administrative client data through HMIS to assess the effectiveness of the realigned entry point strategy.

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Project Director, Community Shelter Board of Columbus, OH (2005 – 2009). Program review and certification process for the community's homeless system CoC designed to improve the quality, efficiency and effectiveness of services to homeless persons. A complete assessment of over 100 administrative and program standards are available for review at each of the community's shelter, transitional housing, permanent housing, and supportive service programs. Standards include organizational structure and management; compliance with federal, sate and local laws, personnel training and certifications; fiscal administration; program operations; data collection and HMIS; program evaluation; consumer involvement; community relations and good neighbor agreements; facility standards; safety; and, security. In some instances broad policy statements are outlined and partner agencies establish the specific standard of service; in other instances, specific minimum standards are established that homeless assistance providers must achieve.

Additional Professional Experience

2002 - 2005 Principal Partner, Matt White Consulting.

- ***Training and Technical Assistance***. Under contract as a sub-consultant through the US Department of Housing and Urban Development (HUD) Matt White provided training and technical assistance in the development of homeless management information systems (HMIS) to communities throughout the United States.
- ***Strategic Planning, Research and Analysis, and Program Evaluation***. Matt White Consulting worked with non-profit and public sector organizations to facilitate homeless system strategic planning, organizational development, and problem-solving with program monitoring and outcome measurement using technology.
- ***Needs Assessment Research***. Matt White Consulting had completed comprehensive Needs Assessment research, enabling communities to analyze the homeless and housing services available to persons experiencing a housing crisis. Clients included: City of Winston-Salem – Council on Services for the Homeless; City of Toledo – Toledo Area Alliance to End Homelessness; City of Oklahoma City – Community Council of Central Oklahoma.

1997 – 2002 Associate Director, Community Shelter Board of Columbus, OH.

1997 – 1998 Research Director, Community Shelter Board of Columbus, OH.

Manager of all research, planning, and program evaluation activities for nationally recognized non-profit organization charged with funding, planning, and coordinating access to shelter and essential homeless services in Columbus, Ohio. Managed the community's Continuum of Care planning process, application preparation, and related program evaluation activities. Supported high-visibility public relations initiative with the executive management team to launch a new homeless service design. Acted as agency's internal manager for all organizational activities relating to research, data analysis, program development, and administrative and management functions. Managed the writing, editing, design and production of annual cycle of research reports. Presented findings and recommendations of program evaluations to local funders, provider agencies, general public, Board of Trustees, and at national conferences. Facilitated continuous quality improvement efforts on community-wide basis for comprehensive collection and statistical analysis of homeless system MIS. Conducted comprehensive program evaluations involving data analysis, needs assessment, facilitation of focus groups, surveys, questionnaires, and drafting of recommendations for system improvements.

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Shawn R. Griffith

1319 Grainger Avenue. • Knoxville, TN 37917 • 720.934.9102 • sgriffith19@gmail.com

Education

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL — *July 2020*
M.S., Ecology, conc. in Human Ecology/Environmental Anthropology

METROPOLITAN STATE UNIVERSITY OF DENVER — *May 2012*
B.A., Anthropology, double major in Political Science

Skills

Areas of Expertise	Federal Homelessness Policy and Regulations (ESG, CoC, CDBG, etc.), Homelessness Research, Homeless Management Information Systems, Point-in-Time Count Organizing, Community Networking & Organizing, Mixed-Methods Socioecological Fieldwork, Qualitative & Quantitative Data Methods & Analysis, Statistics, Data Visualization, Geographic Information Systems, Technical Writing, Grant Writing, Reference Management, Street Outreach, Trauma-Informed Care, Case Management, Teaching & Student Mentorship, Outdoor Leadership & Wilderness Training, Self-taught Mechanic (Honda, Toyota, & BMW)
Software & Tools	ArcMAP, ArcGIS Pro, MaxQDA, Portable X-Ray Fluorescence Spectrometer (PXRF), Stata, Python, LaTex, Endnote, Excel, Powerpoint, Word, Adobe Photoshop, Canvas

Work Experience

THE KNOXVILLE-KNOX COUNTY OFFICE OF HOUSING STABILITY — *2023-present*
Program Manager
- Lead organizer and writer of TN-502's YHDP Coordinated Community Plan
- Development of the Knoxville-Knox County strategic plan to prevent and end homelessness
- Project management of ESG, ESG-CV, CoC, and Local Homeless General Funds contracts

THE CITY OF KNOXVILLE — *2020–2023*
Homeless Program Coordinator
- Facilitated Collaborative Applicant role for TN-502
- Responsible for local policy and funding decisions related to homelessness
- Project management of ESG, ESG-CV, CoC, and Local Homeless General Funds contracts

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL — *2019–2020*
Graduate Research Assistant
- Performed qualitative data analysis
- Served as guest lecturer on homelessness research
- Developed annotated bibliographies covering Hurricane Harvey and agricultural anthropology

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The UNIVERSITY OF TENNESSEE *2018–2019*
Graduate Teaching Assistant
- Taught cultural anthropology recitation course
- Managed grading and student interactions through Canvas
- Served as guest lecturer on homelessness research for upper level anthropology courses

THE HELEN ROSS MCNABB CENTER *2016–2018*
Street Outreach Worker for Runaway and Homeless Youth
- Engaged homeless youth with street-based outreach to provide crisis stabilization
- Provided case management to move clients into housing and meet other case-specific needs
- Conducted multiple survey projects for Knoxville–Knox County Homeless Coalition (KKCHC) including Youth Point-in-Time Count and Biennial Study

TENNYSON CENTER FOR CHILDREN *2013–2016*
Youth Treatment Counselor (Crisis Team)
- Implemented highly structured milieu for youth with severe trauma history
- Provided crisis management for entire campus
- Trained incoming milieu staff

FIRE MOUNTAIN SOBER LIVING HOME *2012–2013*
Direct Care Mentor
- Implemented highly structured milieu for youth with severe trauma history
- Facilitated group therapy sessions
- Served as support staff for wilderness therapy excursions

Community Leadership

Board of Directors – Knoxville Street Medicine Outreach	*2024-present*
Board of Directors – Knoxville-Knox County Homeless Coalition (KKCHC)	*2020-present*
Co-Chair, Continuum of Care Committee, KKCHC	*2020-present*
Board of Directors – Tennessee Valley Coalition for the Homeless	*2020*
Co-Chair, Homeless Youth Council – KKCHC	*2019*
Chair, Homeless Youth Council – KKCHC	*2018*
Lead Organizer of Knoxville Youth Homeless Point-in-Time Count	*2018*

Grants & Awards

US Department of Housing and Urban Development's Youth Homelessness Demonstration Program Award	*2023*
Graduate Student Senate Travel Award, The University of Tennessee	*2019*
Student/Faculty Research Award ($5,000), The University of Tennessee	*2018*

References

Nate First	President *Knoxville-Knox County Homeless Coalition*	314-435-4332	*nfirst@utk.edu*
Kevin Dubose	Director of Housing and Neighborhood Development *City of Knoxville*	478-342-0298	*kdubose@knoxvilletn.gov*
Dr. Caela O'Connell	Associate Professor of Anthropology *The University of North Carolina at Chapel Hill*	443-878-5547	*caela@email.unc.edu*

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Roy M. Savage, PMP

Essex Jct., VT
roysavage@gmail.com
(203) 644 3099
LinkedIn.com/in/RoySavage/

PROFESSIONAL SUMMARY

Experienced leader with a unique background in enterprise software implementation and Housing First services management. Adept at combining SaaS expertise with a people-focused approach. Proven track record in strategic planning, process improvement, and goal-oriented leadership. Skilled facilitator with a commitment to driving collaborative success. Seeking opportunities to contribute diverse skills to dynamic teams and advance initiatives at the intersection of technology and social impact.

CAREER EXPERIENCE

QGenda, LLC
Atlanta, GA

**QGenda acquired OpenTempo in Aug., 2019*

Director, Enterprise Services - *April, 2024 - Present*
Sr. Manager, Enterprise Services - *April 2023 - April, 2024*
Manager, Enterprise Services *- April 2021 - April 2023*
Customer Success Executive *- Aug. 2019 - April 2021*

- Directed enterprise implementations of multi-product workforce management software, optimizing deployments to the unique needs of each client
- Created strategic customer success plans, identified and mitigated risks, and managed key executive stakeholders to enhance client satisfaction and retention
- Conducted comprehensive analyses of customer IT ecosystems and data environments to facilitate software integrations with existing systems
- Developed a high-performing management team overseeing 17 staff, fostering a collaborative and results-driven work culture
- Create strategic growth plans in collaboration with customer executive leadership to exceed key project performance metrics

OpenTempo, Inc.
Williston, VT

Client Success Manager *- Jan. 2019 - Aug. 2019*
Senior Services Consultant *- Oct. 2018 - Jan. 2019*

- Managed enterprise software implementations and technical optimization projects
- Consulted with leadership of strategic customers to leverage workforce management tools to maximize operational and process efficiencies
- Consulted customers on technical solutions and best practices in healthcare workforce management

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Pathways Vermont
Burlington, VT

Program Manager, Housing First Services - Nov. 2015 – Oct. 2018
Team Leader, Housing First Services - April 2013 – Nov. 2015
Service Coordinator - May 2012 – April 2013

- Coordinated all operations of statewide Housing First program supporting 100+ clients across Northern Vermont
- Managed three interdisciplinary Assertive Community Treatment teams
- Planned, implemented and assessed service delivery improvements to increase program capacity and efficiently scale operations
- Implemented IT and business process changes to facilitate Medicaid service reimbursement
- Facilitated continuous quality improvement initiatives and expansion of training curriculum.
- Collaborated with statewide Continuum of Care and community partners to facilitate Coordinated Entry and inter-agency services alignment
- Lectured on Housing First goals, values and best practices at community and industry events
- Provided community-based mental health and wellness support services to individuals experiencing homelessness and significant mental health challenges

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EDUCATION AND CERTIFICATIONS

PMI, Inc. — **Certified Project Management Professional (PMP) -** June, 2020

University of Massachusetts, Amherst, MA — **Master of Business Administration (MBA) - Healthcare Administration (In-Progress)** Healthcare Administration Concentration. 4.0 GPA. Graduation anticipated in May, 2024.

University of Vermont Burlington, VT — **Bachelor of Arts - Sociology, Economics** - May, 2011

SKILLS

- Project Management
- Technical Architecture
- Data Interoperability
- Housing First Model
- Change Management
- API-based Integrations
- Stakeholder Management
- Community Engagement & Collaboration
- IT Program Governance
- IT Workflow Optimization
- Strategic Planning
- Leadership Development

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Shaya Yu Khorsandi

1741 Commonwealth Street, Houston, TX 77006 | khorsandi.shaya@gmail.com | (337) 342-5701

EDUCATION

Louisiana State University (LSU) Baton Rouge, LA **May 2020**
Roger Hadfield Ogden Honors College (OHC) **LSU GPA: 3.986**
Bachelor of Science: Biological Sciences
Minors: Business Administration and Political Science
LSU Stamps Scholar | LSU Louisiana Service and Leadership (LASAL) Scholar | LSU Honors in Cuba Study Abroad

WORK EXPERIENCE

Coalition for the Homeless – Houston/Harris County **February 2022 – Nov 2023**
Manager of Intake and Coordinated Access (CA) February 2022 – June 2023

- Oversaw the entire Houston/Harris County homeless Coordinated Entry system including the 200+ CA Assessors
- Organized bi-weekly workgroups to ensure Assessors prevented their most vulnerable clients from falling through the cracks
- Overhauled and rebuilt the Coordinated Entry system to best fit need of the current homeless response system
- Managed four full-time employees who operate the CA intake line, permanent supportive housing referrals, and homeless court
- Streamlined the intake line through continued iterations – improving outcomes, leading to a 110% increase in answered calls
- Implemented a salesforce platform creating warm-handoff and closed loop communication ensuring client connection
- Modernized the Coordinated Access policies and procedures to become compliant with HUD guidelines

Volunteer Consultant July 2023 –Nov 2023

- Advising and assisting by giving recommendations to the current Manager for the continued Coordinated Entry revamp
- Analyzing outcomes data providing pertinent insights regarding characteristics of people returning to homelessness

City of Houston – Mayor's Office for Homeless Initiatives **November 2020 – January 2022**
Community and Special Projects Coordinator

- Managed and triaged needs of 100+ concerned constituents and clients in need, facilitating follow ups and education as needed
- Analyzed the Coalition for the Homeless' CCHP Reports for trends, accuracy, and continued quality improvement
- Engineered the City of Houston's homeless vaccination efforts utilizing partnerships within The Way Home system
- Oversaw the city's homeless storage, creating a new organizational structure within the facility and managing one employee
- Established partnerships between local universities, The Way Home, and the City to ensure sufficient employment for CCHP 2.0
- Orchestrated attendance of key city partners necessary for encampment decommissionings leading to housing opportunities
- Recommended best-practice strategies from research and case studies for piloting risk mitigation and apartment locator services
- Filtered through over 10,000 bills, analyzed 50 and tracked 13 bills throughout the 87th Texas state legislative session
- Authored one-pagers and formal correspondence for the Mayor, city leadership, and political subdivisions on relevant issues
- Served on the 2021 New Project NOFO selection committee, judging and determining limited funding awards

Louisiana Department of Health – Office of the Secretary **January 2019 – October 2020**
Health Policy Assistant

- Researched and drafted policy briefs to inform the Secretary of Health about key issues related to improving Louisiana's health outcomes, such as paid family leave, maternal mortality, and community benefits conferred by hospitals
- Briefed the Secretary's Policy Director on State Committee meetings pertaining to the Department of Health
- Created a pilot program to overcome data barriers, ensuring effective cross agency social service delivery for those in need while serving on the Data Sharing Working Group of the Governor's Workforce and Education Subcabinet
- Analyzed maternal mortality within LA utilizing a social determinants lens as a member of the PEW Grant LA Core Team
- Authored a research brief for Senator Cassidy, making the argument for paid family leave policies based on qualitative and quantitative benefits found to be associated with the program

RESEARCH

University of Houston College of Medicine – Homelessness Epidemiology Research Associate **July 2023 – Present**

- Overseeing and coordinating prevention pilot research, studying opportunities to prevent overdoses among homeless population
- Leveraging homelessness leadership involvement to provide insights for the 2022 Harris County Homelessness Mortality Report
- Writing manuscript for *The Gerontologist* special issue: Homelessness and Aging – related to CVD mortality
- Assisting MPH candidate's research studying the relationships between homelessness, aging, and premature mortality

VOLUNTEER WORK

Global Health Fellowship – full program on hold, **Medical Missionaries,** (remotely Houston, TX) Thomassique, Haiti **May 2021 – Present**
Hospice Volunteer, **Bridgeway Hospice and Healthcare,** Baton Rouge, Louisiana **June 2018 – June 2019**
Student Medical Volunteer, **Louisiana State University Medical Brigade,** Namasigüe, Choluteca, Honduras **May 2019**

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CURRICULUM VITAE

DAVID S. BUCK, M.D., M.P.H.

I. GENERAL BIOGRAPHICAL INFORMATION

A. PERSONAL

1. **NAME:** David S. Buck
2. **DATE OF BIRTH:** 12/12/1960
   CITIZENSHIP: United States
3. **ADDRESS:** 1203 W Bell St, Houston, TX 77019

B. EDUCATION

1. UNDERGRADUATE:

Institution:	The Colorado College Colorado Springs, CO
Degree:	Bachelor of Arts
Dates of Attendance:	June 1979- May 1983

2. GRADUATE:

Institution:	University of Texas Health Science Center Houston, TX
Degree:	Master of Public Health
Dates of Attendance:	September 1985-September1986
Thesis Title:	An Evaluation of Medical and Empowerment Interventions in a Clinic for Latin American Refugees
Advisor:	Janet Schreiber, Ph.D.

Institution:	Baylor College of Medicine Houston, TX
Degree:	Doctor of Medicine
Dates of Attendance:	August 1986-June 1990
Thesis Title:	Not Applicable

Degree:	Doctor of Science, Honoris Causa The Colorado College Colorado Springs, CO

3. POSTGRADUATE TRAINING:

Institution:	University of Rochester School of Medicine

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	Rochester, NY
Type:	Medical Residency
Dates of Attendance:	July 1990-June 1993
Sources of Support:	Not Applicable
Institution:	Addressing the Health Needs of the Underserved Program, University of California San Diego, CA
Type:	Fellowship
Dates of Attendance:	September 1998-May 2000
Sources of Support:	Health Resources and Services Administration Grant to University of California, San Diego
Institution:	Clinical Scientist Training Program, Baylor College of Medicine Houston, TX
Type:	Fellowship
Dates of Attendance:	August 2002-May 2003
Sources of Support:	Advanced Research Training Grant, American Academy of Family Physicians

C. ACADEMIC APPOINTMENTS

1. FACULTY APPOINTMENTS AT UNIVERSITY OF HOUSTON COLLEGE OF MEDICINE

Associate Dean for Community Health	July 2018-current
Clinical Professor, Department of Clinical Sciences	July 2018-current
Professor, Department of Behavioral Health and Social Systems Sciences	July 2018-current
Professor, Department of Population and Health System Sciences	July 2018-current

2. FACULTY APPOINTMENTS AT OTHER INSTITUTIONS WHILE AT UHCOM:

Adjunct Professor	Department of Psychological Sciences, Rice University	July 2023-current
Professor	Department of Family & Community Medicine, McGovern Medical Center at UT Health	July 2018-current

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Adjunct Professor	The Management, Policy and Community Health Division University of Texas Health Science Center at Houston School of Public Health	July 2012 - present
Adjunct Professor	Rice University, Department of Sociology, Urban Health Program	July 2012 – 2019

2. FACULTY APPOINTMENTS AT BCM:

Professor	Department of Family and Community Medicine	July 2011- June 2018
Associate Professor	Department of Family and Community Medicine	July 2004-June 2011
Assistant Professor	Department of Family and Community Medicine	September 1997-June 2004

3. PREVIOUS FACULTY POSITIONS AT OTHER INSTITUTIONS:

Assistant Clinical Professor	Department of Family Medicine University of New Mexico School of Medicine, Albuquerque, NM	July 1993-June 1995
Adjunct Associate Professor	The Management, Policy and Community Health Division University of Texas Health Science Center at Houston School of Public Health	July 2009-June 2012
Adjunct Professor	Rice University, Department of Sociology, Urban Health Program	July 2012 – July 2018
Adjunct Professor	The Management, Policy and Community Health Division University of Texas Health Science Center at Houston School of Public Health	July 2012 – July 2018

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D. OTHER ADVANCED TRAINING/EXPERIENCE

1. Formal sabbatical leave
Not applicable

2. Other specialized training following academic appointment

Not applicable

E. OTHER INFORMATION

1. HONORS AND AWARDS:

Research Forum Award, Society of Teachers of Family Medicine	1990
Outstanding Student Award, Baylor College of Medicine	1990
Outstanding Resident Research Award, New York Chapter, American Academy of Family Physicians	1993
Special Recognition Award for Outstanding Contributions in Teaching Family Medicine Resident, University of New Mexico	1993-1994
Association of American Medical Colleges Humanism in Medical Education Award, Baylor College of Medicine	2000
Best Poster Award, 2nd Annual Kelsey-Seybold Research Foundation Health Services and Outcomes Research Conference	2001
Association of American Medical Colleges Humanism in Medical Education Award, Baylor College of Medicine	2003
The Mathew Carter Compassion in Medicine Award: Baylor College of Medicine	2005
Leadership Luminary in Public Health: The University of Texas Health Science Center at Houston School of Public Health. Houston, Texas	2010
Selected to the Advisory Board for the Consumer Operated and Orientation Plan (CO-OP) Program for Government Accountability Office	2010
Finalist for the Houston Business Journal's Healthcare Heroes Award	2010

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Community Health Leadership Award, St Luke's Episcopal Health Charities Award; $50,000 to charity of choice	2011
Texas Academy of Family Physicians (TAFP) Public Health Leader Award	2012
Honored at the First Lady's Luncheon hosted by the Congressional Club to honor First Lady Michelle Obama in Washington D.C.	2012
University of Houston Downtown Bachelor of Social Work Program Person of the Year Award	2012
Baylor College of Medicine Alumni Association Humanitarian Award	2013
American Academy of Family Physicians Public Health Leader National Award; San Diego National Conference	2013
TMAF John P. McGovern Champion of Health Award	2014
Nominated for the AAMC David E. Rogers Award	2014
Coalition for the Homeless – Houston: Bridge Builder Award	2015
Community Service Award from Magnificat House Houston, Texas	2017
Honorary Doctor of Science, The Colorado College, Colorado Springs, CO	2018
H.O.P.E. Haven Living Masterpiece Award for Innovations	2018
The Albert Schweitzer Fellowship Houston Galveston's Servant Leader Award	2021

2. BOARD ELIGIBILITY/CERTIFICATION:

State of Texas Medical License H9826	1991, Valid through 2023
Diplomat, American Board of Family Practice	1994, 2000, 2007, 2017, 2027

3. OTHER NONACADEMIC POSITIONS:

Chair - emeritus	Albert Schweitzer Fellowship Houston Galveston Advisory Board	2019-present

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Member	Health Research Institute Executive Board, University of Houston	2019-present
Member	Street Medicine Institute Student Coalition Advisory Board	2019-present
Member	Reducing Maternal Mortality Steering Committee, Houston Endowment	2017- 2020
Member	External Advisory, Harris County Psychiatric Center Readmissions Reduction Project Sub-Committee	2017- 2019
Chair	Houston-Galveston Schweitzer Fellowship Program	2009 - 2018
Member	Harris County Criminal Justice System Frequent Detainee Steering Committee	2013- 2015
Member	City of Houston Recovery Center, LGC, Board of Directors	2012 - 2015
Member	National Outreach Guidelines Advisory Panel	2012 - 2013
Member	Regional Healthcare Planning Initiative 1115 Advisory Committee Harris Health System	2012 - 2015
Member	I am Waters Foundation, Board of Directors	2010 - 2015
Member	Consumer Operated and Oriented Plan (CO-OP) Advisory Board. US Department of Health and Human Services.	2010 - 2012
Member	State of Texas Commission on Integration of Behavioral Health and Human Services	2009-2010

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Chair	Healthcare for Special Populations (dba: Patient Care Intervention Center)	2009 - present
Member	Planning Team for the Felony Mental Health Court	2009 - 2018
Vice Chair	Medical Planning Advisory Council for the Mental Health Mental Retardation Authority of Harris County	2009 - 2010
Chair	International Street Medicine Institute	2010 - 2012
Vice Chair	International Street Medicine Institute	2009 - 2010
Founding Chair	Houston-Galveston Schweitzer Fellowship Program	2007 - 2016
Member	Harris County Healthcare Alliance Governing Board	2006 - 2014
Chair, Co-Founder	Doctors for Change	2006 - 2009
Founder & President	Healthcare for the Homeless - Houston	2006 - 2016
Chair	Behavioral Health Committee of the Harris County Public Healthcare System Council	2005 - 2006
Member	Harris County Public Healthcare System Council	2005 - 2006
Member	Blue Ribbon Commission to End Homelessness, City of Houston and Harris County	2005 - 2006
Executive Committee	Southern Primary-care Urban Research Network (SPUR-net), Houston, TX	2002 - 2010

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Chief Medical Officer and President	Healthcare for the Homeless--Houston, Houston, TX	2002 - 2006
Medical Director	Lord of the Streets; Star of Hope; SEARCH; Palmer Way Station	1999 - 2006
Interim Medical Director	Homeless Project, Harris County Hospital District	1998
Founder; Chairman of the Board	Healthcare for the Homeless - Houston, Houston, TX	1999 - 2002
Medical Director	SEARCH Clinic, Houston, TX	1997 - 2002
Consultant	Seven Acres Jewish Senior Care Services	1997
Private Practice Physician	Roaring Fork Family Physicians, Carbondale, CO	1996-1997
Private Practice Physician	Oneonta Family Practice, A.O. Fox Memorial Hospital, Oneonta, NY	1995 - 1996
Community Health Center Physician	La Familia Medical Center, Santa Fe, NM	1993 - 1995

II. RESEARCH INFORMATION

A. RESEARCH SUPPORT

1. PRESENT AND PAST PROJECTS:

a. PRESENT:

1). Title of Project:	COVID Connects
2). Funding Agency:	Multiple funders; Bread of Life
3). Investigator Relationship:	Advisor to Community Intervention
4). Dates of Funding:	June 1, 2020 – May 31, 2021
5). Annual/Overall Direct Costs:	N/A
6). Type of Funding:	Contract with UHCOM

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b. PAST:

1). Title of Project:	Scaling data integration, care coordination services and products to serve more vulnerable populations.
2). Funding Agency:	Huffington Fund
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	4/1/19-3/31/20
5). Annual/Overall Direct Costs:	$164,300
6). Type of Funding:	Grant

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1). Title of Project:	Scaling data integration, care coordination services and products to serve more vulnerable populations.
2). Funding Agency:	Episcopal Health Foundation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	10/1/18-9/30/19
5). Annual/Overall Direct Costs:	$875,000
6). Type of Funding:	Grant

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1). Title of Project:	Scaling data integration, care coordination services and products to serve more vulnerable populations.
2). Funding Agency:	Cullen Trust for Healthcare
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	12/15/18- 12/14/19
5). Annual/Overall Direct Costs:	$250,000
6). Type of Funding:	Grant

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1). Title of Project:	Scaling data integration, care coordination services and products to serve more vulnerable populations.
2). Funding Agency:	Rockwell Fund
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	9/1/18-8/31/19
5). Annual/Overall Direct Costs:	$100,000
6). Type of Funding:	Grant

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1). Title of Project:	Building a Unified Care Continuum Platform
2). Funding Agency:	Baxter Trust
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	4/1/19-3/31/20
5). Annual/Overall Direct Costs:	$100,000
6). Type of Funding:	Grant

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1). Title of Project:	Building a Unified Care Continuum Platform
2). Funding Agency:	Meadows Foundation

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3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 5/1/19-4/30/20
5). Annual/Overall Direct Costs: $100,000
6). Type of Funding: Grant

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1). Title of Project: Building a Unified Care Continuum Platform
2). Funding Agency: George and Fay Young Foundation
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 10/1/18-9/30/19
5). Annual/Overall Direct Costs: $80,000
6). Type of Funding: Grant

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1). Title of Project: Building a Unified Care Continuum Platform
2). Funding Agency: Dash: All in One
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 1/1/19-12/31/19
5). Annual/Overall Direct Costs: $25,000
6). Type of Funding: Grant

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1). Title of Project: Building a Unified Care Continuum Platform
2). Funding Agency: Joan and Stanford Alexander Family Fund
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 3/1/19-2/28/20
5). Annual/Overall Direct Costs: $30,000
6). Type of Funding: Grant

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1). Title of Project: Patient Care Intervention Center
2). Funding Agency: Houston Endowment
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 08/01/2017-07/31/2018
5). Annual/Overall Direct Costs: $250,000
6). Type of Funding: Grant

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1). Title of Project: Patient Care Intervention Center
2). Funding Agency: Episcopal Health Foundation
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 01/01/2017-12/31/2017
5). Annual/Overall Direct Costs: $250,000
6). Type of Funding: Grant

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1). Title of Project: Patient Care Intervention Center
2). Funding Agency: Cullen Trust for Healthcare
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 01/01/2017-12/31/2017
5). Annual/Overall Direct Costs: $100,000
6). Type of Funding: Grant

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1). Title of Project:	Patient Care Intervention Center
2). Funding Agency:	Rockwell Fund
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	07/01/2017-06/30/2018
5). Annual/Overall Direct Costs:	$100,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Houston Endowment
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	12/01/2015-11/30/2016
5). Annual/Overall Direct Costs:	$250,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Rockwell Fund
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	07/01/2015-/07/01/2016
5). Annual/Overall Direct Costs:	$75,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Meadows Foundation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	3/1/2015-3/31/2016
5). Annual/Overall Direct Costs:	$170,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Houston Endowment
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	3/1/2015-3/31/2016
5). Annual/Overall Direct Costs:	$250,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Harris County Budget Office
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	3/1/2015-3/31/2016
5). Annual/Overall Direct Costs:	$200,000
6). Type of Funding:	Grant

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1). Title of Project:	Primary Care Innovation Center
2). Funding Agency:	Baxter Fund
3). Investigator Relationship:	Principal Investigator

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4). Dates of Funding: 1/1/2015-12/31/2015
5). Annual/Overall Direct Costs: $50,000
6). Type of Funding: Grant

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1). Title of Project: Primary Care Innovation Center
2). Funding Agency: Cullen Trust for Healthcare
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 1/1/2015-12/31/2015
5). Annual/Overall Direct Costs: $100,000
6). Type of Funding: Grant

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1). Title of Project: Primary Care Innovation Center
2). Funding Agency: Rockwell Fund
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 1/1/2014-12/31/2014
5). Annual/Overall Direct Costs: $100,000
6). Type of Funding: Grant

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1). Title of Project: Primary Care Innovation Center
2). Funding Agency: Bob & Edith Zinn Foundation
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 1/1/2014-12/31/2014
5). Annual/Overall Direct Costs: $100,000
6). Type of Funding: Grant

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1). Title of Project: The Jail In-reach Project
2). Funding Agency: Harris County Jail
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 9/1/2012 to 8/31/2015 (annual)
5). Annual/Overall Direct Costs: $180,460
6). Type of Funding: Grant

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1). Title of Project: Project Connect: Homelessness, Mental Illness and Reincarceration
2). Funding Agency: The Medallion Foundation, Inc
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 7/18/06 to 8/14/08
5). Annual/Overall Direct Costs: $100,000/$100,000
6). Type of Funding: Grant

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1). Title of Project: Behavioral Health Committee, Harris County Public Healthcare System Council
2). Funding Agency: Houston Endowment
3). Investigator Relationship: Principal Investigator
4). Dates of Funding: 6/1/2005 to 5/30/2008
5). Annual/Overall Direct Costs: $145,000/$145,000

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6). Type of Funding:	Grant

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1). Title of Project:	Katrina-Rita Behavioral Health and Emotional Support Network.
2). Funding Agency:	City of Houston
3). Investigator Relationship:	Co-Principal Investigator
4). Dates of Funding:	10/1/2005 to 12/31/2005
5). Annual/Overall Direct Costs:	$68,000/$68,000
6). Type of Funding:	Grant

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1). Title of Project:	Goal-Negotiated Care for the Homeless
2). Funding Agency:	Jewish Institute for Medical Research in the Houston Jewish Community Foundation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	5/1/2004 to 4/30/2005
5). Annual/Overall Direct Costs:	$14,000/$14,000
6). Type of Funding:	Grant

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1). Title of Project:	Advanced Research Training Grant
2). Funding Agency:	American Academy of Family Physicians
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	1/1/2002 to 6/30/2004
5). Annual/Overall Direct Costs:	$50,000/$100,000
6). Type of Funding:	Grant (Letter dated 11/20/2001)

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1). Title of Project:	Academic Administrative Units in Primary Care
2). Funding Agency:	Health Resources and Services Administration
3). Investigator Relationship:	Co-Investigator (PI: Spann, Stephen)
4). Dates of Funding:	9/1/2000 to 8/31/2003
5). Annual/Overall Direct Costs:	$166,495/$499,486
6). Type of Funding:	Grant (D12 HP00042)

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1). Title of Project:	Baylor Practice-Based Research Network
2). Funding Agency:	Agency for Healthcare Research and Quality
3). Investigator Relationship:	Co-Investigator (PI: Volk, Robert J)
4). Dates of Funding:	9/30/2000 to 9/29/2001
5). Annual/Overall Direct Costs:	$73,638/$73,638
6). Type of Funding:	Grant (P20 HS11187-01)

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1). Title of Project:	Goal-Directed Care for the Homeless
2). Funding Agency:	Jewish Institute for Medical Research in the Houston Jewish Community Foundation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	4/1/2003 to 3/31/2004
5). Annual/Overall Direct Costs:	$31,000/$31,000
6). Type of Funding:	Grant

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1). Title of Project:	Evaluation of the Impact of Healthcare for the Homeless--Houston (HHH)
2). Funding Agency:	Robert Wood Johnson Foundation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	11/1/2001 to 10/31/2002
5). Annual/Overall Direct Costs:	$30,000/$30,000
6). Type of Funding:	Grant

1). Title of Project:	Internet-Based Healthcare Services for the Homeless
2). Funding Agency:	National Institutes of Health
3). Investigator Relationship:	Investigator
4). Dates of Funding:	2/1/2001 to 2/28/2002
5). Annual/Overall Direct Costs:	$15,490/$15,490
6). Type of Funding:	Grant (1 G08 LM07120-01)

1). Title of Project:	A Double-Blinded, Randomized Trial of Misoprostol for Labor Induction
2). Funding Agency:	St. Vincent Hospital, Santa Fe, NM
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	1/1/1994 to 12/31/1996
5). Annual/Overall Direct Costs:	$0/$0
6). Type of Funding:	Grant

1). Title of Project:	Comparison of Two Topical Preparations for the Treatment of Onychomycosis: Melaleuca alternifolia (Tea Tree) Oil and Clotrimazole
2). Funding Agency:	Schering-Plough, Thursday Plantation
3). Investigator Relationship:	Principal Investigator
4). Dates of Funding:	1/1/1992 to 12/31/1994
5). Annual/Overall Direct Costs:	$0/$0
6). Type of Funding:	Grant

B. NATIONAL SCIENTIFIC PARTICIPATION:

1. JOURNAL EDITORIAL BOARDS:

Ad Hoc Reviewer	Journal of Family Practice	1996-Present
Ad Hoc Reviewer	Journal of General Internal Medicine	2003-Present
Ad Hoc Reviewer	Annals of Family Medicine	2003-Present

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Ad Hoc Reviewer	Journal of the American Medical Association	2004-Present

2. REVIEW PANELS:

Reviewer	North American Primary Care Research Group	2002-2011
Reviewer	National Science Foundation: CIVIC Housing and Health Panel	2023

3. PROFESSIONAL SOCIETIES:

Member	American Academy of Family Physicians	1990-Present
Member	National Health Care for the Homeless Clinicians Network	1999-2018
Member	International Street Medicine Institute	2005-Present

4. INVITED LECTURES, PRESENTATIONS, AND RESEARCH SEMINARS:

a. REGIONAL:

Buck DS. Menopause and Hormone Replacement Issues. Panel discussion moderated at the Office Gynecology and Issues in Women's Health Conference held in Houston, Texas, in December 1998.

Buck DS. Homeless Health Care Providers: Houston Health Care for the Homeless. Talk presented at the Meeting the Health Care Needs of the Homeless Symposium cosponsored by the Veterans Affairs Medical Center and Baylor College of Medicine and held in Houston, Texas, in May 1999.

Buck DS. HIV Disease in the Homeless Population. Talk presented at the New Millennium, New Hope Session of the 8th Annual Harris County Hospital District Conference on HIV/AIDS held in Houston, Texas, in October 1999.

Buck DS. Health Care for the Homeless: Strategies and Opportunities. Talk presented at the Veterans Administration Medical Center Mental Health Conference for Homeless Veterans held in Houston, Texas, in February 2000.

Buck DS. Critical Elements in a Homeless/Underserved Curriculum in a Rural and Urban Setting. Talk presented at the Northeast Region Meeting of the Society of Teachers of Family Medicine held in Philadelphia, Pennsylvania, in October 2000.

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Buck DS. Two Urban Models that Work. Talk presented at the Homeless in Montana Conference cosponsored by the Montana Family Practice Residency and the Yellowstone City/County Health Department and held in Billings, Montana, in March 2001.

Buck DS. Participated in a physician panel that was convened for National Uninsured Week at Baylor College of Medicine in Houston, Texas, in March 2003.

Buck DS, Isbell F. How Can We Involve Homeless Clients in Our System of Care? Talk co-presented at a meeting of the Homeless Services Coordinating Council of Harris County held in Houston, Texas, on May 7, 2003.

Buck, DS, Turley, J, et. al. Leveraging Healthcare through Goal-Negotiation; Spur-Net Convocation, Baylor College of Medicine, October 2006.

Buck DS, Bement G. Healthcare for the Homeless—Houston's Jail Inreach Project for Homeless Inmates in the Harris County Jail: A pilot study and collaboration between HHH, MHMRA and the Sheriff's Department. Presented at the Jail Diversion Task Force Meeting (HHH, MHMRA, Harris County Sherriff's Departments, HCHD) Houston, Texas, April 17, 2008.

Buck, DS. Impacting Health Policy. Rice University. Houston, Texas, 11 November 2008

Buck, DS. The Difficult Patient? The Difficult Doctor? Leadership Luminaries in Public Health. The University of Houston Health Science Center at Houston School of Public Health. Houston, Texas. January 28, 2010.

Buck, DS. Health policy, ethics and the homeless. Understanding Homelessness Lecture Series. University of Texas Health Science Center – School of Medicine, Houston, Texas. February 12, 2010.

Buck, DS. The Difficult Patient, The Difficult Doctor. Compassion and the Art of Medicine Lecture Series. Baylor College of Medicine. Houston, Texas. March 26, 2010.

Buck, DS. Sharing Our Stories. Houston Institute for Culture. Houston, Texas. March 19, 2010.

Buck, DS, Giardino, AP. The Integration of Health and Behavioral Health Services Work Group. The Council on Alcohol and Drugs. Harris County Healthcare Alliance. Houston, Texas. October 27, 2010.

Buck, DS. Compassion and the Art of Medicine. Baylor College of Medicine, Cullen Auditorium. Houston, TX. November 2, 2012.

Buck, DS. The Homeless, Policy, and Healthcare Reform. UT Medical School building lecture series on homeless health. UT Medical School. Houston, TX. January 24 2013.

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Buck, DS. Guest Speaker to Dr. Sanborn online class "Leadership in Non-Profit Organizations". University of Houston-Downtown, Houston, TX. September 11, 2013.

Buck, DS. "Healthcare Reform: What the Homeless can Teach Us." Funders Together to End Homelessness Lecture, Houston, TX, January 23rd, 2014.

Buck, DS. Keynote Speaker. 15th Annual Greater Houston Area Social Work Awards Breakfast: "Health Reform and What Social Work Has To Do With It". University of Houston Graduate School of Social Work, Houston, TX, March 6, 2015.

Buck, DS, Lee R, Dupont K, Guerrero R. "Primary Care Innovation Center". CSH, Supportive Housing, Healthcare Conference. Omni Austin Hotel, Austin, TX, March 31, 2015.

Buck DS. "What Can We Do to Treat the Homeless Better?" Baylor College of Medicine, Houston, TX, April 1, 2015.

Buck DS. "Making Together Work: Policy Solutions for Integrating Care" Panelist. Baker Hall, Rice University, Houston, Texas, August 13, 2015.

Buck DS, Mahata K.**:** Primary Care Innovation Center – Better Outcomes, Lower Costs: Succeeding with Super-Utilizers in Houston. Texas Health and Human Services Commission Webinar, January 25, 2016.

Buck DS. "Managing Superutilizers: Building Bridges to Better Health". Texas Association of Health Plans; The Value of Health Coverage. Fairmont Hotel, Dallas Texas, November 16, 2016.

Buck DS. "Population Health and the Difficult Patient: I'm Too Sick for the Hospital," McGovern Medical School Department of Psychiatry and Behavioral Sciences, UT Health Psychiatry Grand Round Lecture Series. Houston, Texas, February 15, 2017.

Buck DS. "Quality Improvement for Complex Patients". Baylor College of Medicine, Annual Quality Improvement and Patient Safety Conference 2017. Houston, Texas, April 26, 2017.

Buck DS. "Dell "Build Care or Repeat Services" in Building Value in TX Medicaid Symposium; The University of Texas at Austin, Dell Medical School; December 8, 2017.

Buck DS. "Population Health and the Difficult Patient: "I'm too sick for the hospital" Houston Philosophical Society, Rice University; January 18, 2018.

Buck DS. "Social Determinants of Health Comprehensive Care: The Role of Mental Health"; Panel discussion: Houston Methodist Research Institute; March 2, 2018.

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Buck DS; Ramsey, Ross; Belcher, Nora; Ogbeide, Stacy. "Inspiration, Now What?"; Panel discussion; Safety Net Summit: Integrated Care – Practical Realities of Systems Change; San Antonio, TX September 20, 2018.

Buck DS. "Social determinants of health, What is the role for a College of Medicine and how can we partner with the GCSW" Grand Rounds for UH Graduate College of Social Work; March 1, 2019.

Buck DS. "Social determinants of health, What is the role for a College of Medicine and how can we partner with the GCSW" McClain Sampson's class. UH Graduate College of Social Work; March 1, 2019.

Buck DS. "Social risk factors in medicine and upstream medicine" Amy Sater and Helen Valier's class, "Introduction to Health Systems" for Master's Biomedical Sciences program; July 17, 2019.

Buck DS. Panel moderator for A Collaborative Care Model for Complex Clients Using Data at Healthier Texas Summit; Austin, TX; Oct 17, 2019.

Buck DS. Health Disparities Webinar; The Church of St John the Divine, Houston, TX. January 13, 2021.

Buck DS. Harnessing the Power of Community, Hispanic Health Coalition's 6th Annual Latino Health Summit *Building Toward Latino Health Equity.* Houston, TX. October 1, 2021.

King B, Buck DS, Curran E, Childress C. Mortality Rates and Homelessness. Institute for Forensic Sciences Harris County, February 17, 2022.

Buck DS The Pivot: How purpose and perseverance lead to success. Presentation for Grand Challenges Forum – University of Houston Honors College. April 1, 2022.

Buck DS. How Actionable Are Social Risk Factors Obtained from Credit Data Versus Utilization Data and for Whom Are They Representative? Gulf Coast Consortia Artificial Intelligence in Healthcare Virtual Symposium. May 18, 2022

Mahata K, Buck DS. Community Engaged Health: An Unachievable Utopia or Practically Possible? 10th Annual Texas Primary Care Consortium Summit: A Decade of Powering Primary Care Transformation. Austin, TX September 8, 2022

Buck DS. Suggested frameworks for addressing SDOHs and closing gaps. Diversity, Disparities and Community Engagement in Healthcare Research Workshop. Rice University, Houston, TX September 13, 2022

Buck DS, High-Need/High-Cost Patients and Value-Based Care. Blue Book Elective Lecture Series. UT Health, Houston, TX February 2, 2023.

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Buck DS, "Town Square with Ernie Manouse" Challenges to Improve Access for Persons Experiencing Homelessness; NRP Houston Public Media Podcast, Houston, TX March 6, 2023.

Buck DS, "CHAT Strengthening Refugee Communities" Health Conference, Houston, TX May 3, 2023.

b. NATIONAL:

Buck DS. Point Prevalence of Tuberculin Skin Test Positivity among Central Americans in Shelter. Talk presented at the Society of Teachers of Family Medicine Research Forum at the NCFPR/NCSM Annual Conference held in Kansas City, Missouri, in March 1990.

Buck DS. Training Residents to Treat Vulnerable and Indigent Populations. Talk presented at the Special Topic Breakfast held at the Annual Spring Conference of the Society of Teachers of Family Medicine held in Chicago, Illinois, in April 1998.

Buck DS. Addressing the Health-Care Needs of the Underserved. Talk presented at the Special Topic Breakfast at the Annual Spring Conference of the Society of Teachers of Family Medicine held in Seattle, Washington, in April-May 1999.

Buck DS. Revitalizing Family-Centered Maternity Care in the Academic Medical Center. Talk presented at the Annual Spring Conference of the Society of Teachers of Family Medicine held in Seattle, Washington, in April-May 1999.

Buck DS. Hosted TRUST, a national meeting to explore ways to establish a national electronic medical record database and research program for the homeless held in San Diego, California, in April 2000.

Buck DS. Empowering Students to Develop a Learner-Initiated, Multidisciplinary, Multi-institutional Free Clinic for the Homeless. Talk presented at the 27th Annual Pre-doctoral Educational Conference of the Society of Teachers of Family Medicine held in Long Beach, California, in February 2001.

Buck DS. Assessing the Health Care Needs of Homeless Persons in Houston 2001. Poster presented at the 2nd Annual Kelsey-Seybold Research Foundation Health Services and Outcomes Research Conference held in Houston, Texas, on November 14, 2001.

Buck DS, Rochon D, Davidson H, McCurdy S. Involving Homeless Persons in the Leadership of a Health-Care Organization. Poster co-presented that the National Health Care for the Homeless Conference held in Chicago, Illinois, in June 2002.

Buck DS, Rochon D, Mehta N, Thummel A. Patient-Centered Care/Goal-Directed Care: The Homeless Don't Want What We Want for Them. Poster co-presented at the 30th Annual Meeting of the North American Primary Care Research Group held in New

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Orleans, Louisiana, on November 17-20, 2002.

Buck DS. A Multidisciplinary, Learner-Centered, Student-Run Clinic for the Homeless. Poster presented at the 29th Annual Pre-doctoral Education Conference of the Society of Teachers of Family Medicine held in Austin, Texas, in February 2003.

Buck D, Rochon D. Using Goal-Directed Care to Find Out What the Homeless Really Want from A Doctor Visit. Poster co-presented at the Annual Meeting of the North American Primary Care Research Group held in Banff, Alberta, Canada, on October 27, 2003.

Buck DS, Monteiro FM, Clark DL, Kneuper S. Design and Preliminary Validation of an Instrument to Measure Medical Student Attitudes Toward the Homeless. Extended peer session presented at the 30th Annual Society of Teachers of Family Medical Pre-Doctoral Education Conference held in New Orleans, Louisiana, on January 29-February 1, 2004.

Buck DS. Research in Homeless Health Care. Roundtable discussion led at the Annual Meeting of National Health Care for the Homeless held in New Orleans, Louisiana, on June 18, 2004.

Rochon D, Buck DS. Involving Homeless People in the Leadership of a Health-Care Organization. Paper co-presented at the Crossroads--Critical Issues in Community-Based Research Partnerships Conference held in Hartford, Connecticut, on June 10-12, 2004.

Huang, W, Buck DS, Pierrel, S. Extracurricular Meetings to Maintain Students' Interest in Underserved Care. Peer Paper presented at the Society for Teachers in Family Medicine 39th Annual Spring Conference, San Francisco, CA on April 27, 2006.

Buck DS, Usatine R, Cunningham C, Lugo R. Ensuring High Quality Care. Presented in the Pre-Conference Workshop of the 34th Annual Society of Teachers of Family Medical Pre-Doctoral Education Conference held in Portland, Oregon on January 24, 2008.

Buck DS, Dominguez I, Takayama C, Lovell J. Building Trust in the Community. Presented in the Pre-Conference Workshop of the 34th Annual Society of Teachers of Family Medical Pre-Doctoral Education Conference held in Portland, Oregon on January 24, 2008.

Huang W, Buck DS, Pierrel S, Gavagan T, Clark D, Weller N, McColloster P. Teaching Students to Care for the Underserved Through a 4-year Longitudinal Track. Presented at the 34th Annual Society of Teachers of Family Medical Predoctoral Education Conference held in Portland, Oregon on January 25, 2008.

Buck DS, King B. Evaluating the Difference and Changes in medical student attitudes through Assessment and Comparison of Two Attitude Inventories: The HPATHI and ATHI. APHA 137th Annual Meeting and Expo. American Public Health Association held in Philadelphia, Pennsylvania on November 10, 2009.

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

Buck, DS. Implementation Starter Kit: Lessons and Resources to Accelerate Adoption. Office of the National Coordinator for Health Information Technology. Washington, DC. March 9, 2010.

Buck, DS, Franzini, L, Brown, CA. Healthcare costs associated with homelessness in Houston, TX. Medical Care Section Poster Session IX: Health Economics & Social Sciences on Health. American Public Health Association 138th Annual Meeting and Exposition. Denver, Colorado. November 9, 2010.

Buck, DS. Street Medicine/Social Justice and Family Medicine: Turning Advocacy Into Action. American Academy of Family Physicians National Conference of Family Medicine Residents and Medical Students. Kansas City, Missouri. July 27, 2012.

Buck, DS. Expert Testimony: Homelessness and Incarceration in Harris County Jails. Texas House of Representatives County Affairs Committee Meeting. Houston, TX. September 18, 2012

Buck, DS. Playing in the Sandbox: Tools for Effective Organizational Collaboration. Collaborative Family Healthcare Policy Summit. Austin, TX. October 4, 2012.

Buck, DS. Homeless Healthcare and the Triple Aim Health Care Reform. 2013 National Speaker Event. North Carolina Academy of Family Physician's Foundation. Chapel Hill, NC. April 23, 2013

Buck, DS. Visiting Professor of Family Medicine at the University of Rochester School of Medicine. Rochester, NY. October 9-15, 2013

Buck, DS. Health Care Lessons from the Streets. Keynote speaker at Fourth Street Clinic, Community Appreciation Night. Salt Lake City, Utah. March 18th, 2014.

Buck, DS, Hoang T, Folch, N. Primary Care Innovation Center. Population Health Colloquium, Super Utilizer Post-Conference. Camden, New Jersey. March 26, 2015.

Weltge A, Kincaid L, Ochoa A, Buck DS, Persse D, Langabeer J II, Kowalchuck A. Impact of an urban, police department-initiated jail diversion of inebriates to a sobering center. October 17, 2016.

Buck, DS. Patient Care Intervention Center. Funders Forum on Accountable Health, A Project of the GWU Department of Health Policy and Management. Washington, DC. May 15, 2017.

Chesnokova, A., Walton, M., Diamond, P.M., Hickey, S. and Buck, D. Super-Users of Healthcare-Innovation Needed. APHA 2017 Annual Meeting & Expo. Atlanta, GA. November 7, 2017.

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

Li Gai, K. Gerschefske, K Mahata, D Buck: High Need High-Cost Patients Overcoming Barriers Through a Value Based, Patient-Centered Care Model. Putting Care at the Center 2017: National Center for Complex Health and Social Needs; Los Angeles; November 16, 2017.

Buck DS. 3M Health Plan Executive Summit: Keynote - Creating an Integrated System of Care. Orlando, FL; February 27, 2019.

Buck DS, Steiner: Integration and Analysis of Social and Medical Data to Coordinate Care for Complex Patients; Grantmakers In Health Annual Conference. Seattle, WA; June 13, 2019.

Buck DS Grand Rounds, Social and Moral Determinants of Health; September 1, 2020; University of Houston College of Medicine.

Buck DS American Medical Women's Association, "What's the Crisis in Homelessness in Houston?" University of Houston; virtual; February 11, 2020.

Buck DS. UHCOM HCA Lunch and Learn: Social Determinants of Health: What makes Good Health Unattainable for the Poor? November 10, 2020. Virtual.

King, B, Buck DS, Versyp A, Tsai; Hunt J. Panel Discussion for Texas Homeless Network: Homelessness During a Pandemic: Updates and a Look Forward for Texas Service Providers November 10, 2020. Virtual.

Buck DS; University of California Santa Barbara, Invited speaker for "Seminar in Underserved Medicine" Instructor: Jason Prystowsky. February 23, 2021; 243 participants, Virtual.

Buck DS; 1st Annual Homeless Medicine Conference; Hearts for the Homeless International (31 State Chapters); What the homeless teach us about SDoH; March 28, 2021.

Acquati, C., McCarty, D., Briscoe, D., Buck, D.S., Civallero, L., Hernandez Becerra, B., Johnson, C., Joseph, B.R., McWilliams, L., & Schrader, P. (*accepted).* Addressing social determinants of health through interprofessional education: The Household-Centered Care Program. 68th Annual Program Meeting (APM), Council on Social Work Education, November 10-13, 2022, Anaheim, CA.

c. INTERNATIONAL:

Donna Rochon, David S Buck, Kallol Mahata, James P. Turley. The Evolution of Goal-Negotiated Care. Health Informatics Society of Australia 2006 Conference, Sydney, Australia.

David S Buck, James P. Turley, Kallol Mahata. Demonstration of a Light-weight Mobile Electronic Medical Record for the Homeless. MedInfo 2007 Congress, Brisbane

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Australia.

Hosted International Street Medicine Symposium, Houston, TX: Oct – Nov. 2007.

Buck, DS. Goal Negotiated Care and the Street Homeless. Impact of eHealth on Disenfranchised Seminar, Keynote speaker. Melbourne, Australia. 30 May 2008.

Buck, DS. Goal Negotiated Care. International Street Medicine Conference, San Juan, Puerto Rico. 2 Sept 2008.

Buck, DS. The Guidelines for Integrated Care by the State of Texas and Integrated Care within Healthcare for the Homeless. American Psychiatric Association 165th Annual Meeting. Philadelphia, Pennsylvania. May 2012.

Pauline Rosenau, Christina Daw, and David Buck. Consumer Empowerment in U.S. Federal Government Health Sector Organizations. International Political Science Association 2012 World Congress. Madrid, Spain. July 2012.

Buck, DS. Overcoming Obstacles to a Growing Street Medicine Program. International Street Medicine Symposium VIII. Salt Lake City, Utah. September 26, 2012.

Buck, DS. Curbside Consult: EHR and Quality Efforts on the Street. International Street Medicine Symposium VIII. Salt Lake City, Utah. September 26, 2012.

Buck, DS. Curbside Consults II: Hitting Stride. IX International Street Medicine Institute Symposium; Boston, Massachusetts, October 24, 2013.

Buck, DS. What the Homeless Can Teach Us About the Triple Aim of Healthcare Reform. Workshop; IX International Street Medicine Institute Symposium; Boston, Massachusetts, October 25, 2013.

Buck, DS. Workshop: Values-Based Care Training. Patient Care Intervention Center Collaborative with University of Southampton, UK and Baylor College of Medicine; Houston, Texas. October 9th-10th, 2017.

Buck, DS. Treating Physical Health Issues on the Street. International Street Medicine Symposium XIII. Allentown, Pennsylvania. October 18, 2017.

Buck, DS. Workshop: International Street Medicine Symposium XIII: Value Based Care Planning for Rough Sleepers. Allentown, PA; October 19, 2017.

Maguire N, Barker S, Buck DS. Values-Based Engagement in Healthcare at Pittsburgh, PA: International Street Medicine Institute Symposium XV; Oct 23, 2019.

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

Buck DS. ACTing Out from SDoH Towards Equity: How Inclusive Care Helps All. Grand Rounds, Department of Psychology, University of Southampton, UK; March 9, 2020.

Maguire N, Buck DS, Christiansen K. Development and Delivery of Psychologically informed services for people who are homeless across the South of England; Pathways from Homelessness 2020: Homelessness and Inclusion Health; London March 12, 2020.

Coursera Population Health During a Pandemic: Contact Tracing and Beyond (Contact tracing COVID – 19) On-line course module on Public Health with Dr Bettina Beech: https://www.coursera.org/learn/contact-tracing-for-covid-19/home/welcome (Ongoing 2020-1). https://www.coursera.org/learn/contact-tracing-for-covid-19?

Barker S, N Maguire, D Buck. Community Engaged Health: The Development of a Model. Pathways from Homelessness 2021; March 11, 2021.

Maguire N, Barker S, Buck D, Mahata K. Community Engaged Health: An Unachievable Utopia or Practically Possible? Pathways from Homelessness 2022; London March 16, 2022

Buck D. Community Engaged Health: An unachievable utopia or possible? Brain and Mind Institute Webinar; The Aga Khan University (Kenya & Pakistan) May 12, 2022.

Buck D. *Wellness on the Margins: Training Non-Medical Drivers in Health for Clinicians* Dublin, Ireland. A deep end conference for emerging and training GPs working with deprived and marginalized communities. Hosted by the North Dublin GP Training Scheme. March 31 - April 1, 2023.

C. PUBLICATIONS

1. FULL PAPERS:

a. PUBLISHED IN REFEREED JOURNALS:

Buck DS, Holleman MC. *Point prevalence of tuberculin skin test positivity among Central Americans in shelter*. Tex Med. 1991;87:73-75.

Buck DS, Nidorf DM, Addino JG. *Comparison of two topical preparations for the treatment of onychomycosis: Melaleuca alternifolia (tea tree) oil and clotrimazole*. J Fam Pract. 1994; 38:601-605.

Clark DL, Melillo A, Wallace D, Pierrel S, Buck DS. *A multidisciplinary learner-centered student-run clinic for the homeless*. Fam Med. 2003; 35:394-397.

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

Buck DS, Rochon D, Davidson H, McCurdy S, Members of the CHANGE Committee. *Involving homeless persons in the leadership of a health-care organization*. Qual Health Res. 2004; 14:513-525.

Buck DS, Monteiro FM, Kneuper S, Rochon D, Clark DL, Melillo A, Volk RJ. *Design and validation of the Health Professionals' Attitudes Toward the Homeless Inventory (HPATHI)*. BMC Med Educ [serial online]. 2005; 5:e1-e23.

Buck DS, Rochon DL, Turley JP. *Taking it to the streets: Recording medical outreach data on Personal Digital Assistants (PDAs*). CIN: Computers, Informatics, Nursing. September/October 2005, 23:5.

Donna Rochon, David S Buck, Kallol Mahata, James P. Turley. *The Evolution of Goal-Negotiated Care*. In J. Westbrook and J. Callen (Eds.), HIC 2006 Bridging the Digital Divide: Clinician, consumer and computer. Health Informatics Society of Australia, Ltd.: Sydney, Australia. 2006.

Buck DS, King BT. *Medical Student Self-Efficacy and Attitudes toward Homeless Patients*. Virtual Mentor. 2009;11(1):32-37. http://virtualmentor.ama-assn.org/2009/01/medu1-0901.html . Accessed January 8, 2009.

Howe EC, Buck DS, Withers J. *Delivering Health Care on the Streets: Challenges and Opportunities for Quality Management*. Quality Management in Health Care. Oct-Dec 2009; 18(4):239-246. https://doi.org/10.1097/QMH.0b013e3181bee2d9

Buck DS, Brown CA, Hickey JS. *The Jail Inreach Project: Linking Homeless Mentally Ill to Community Health Services.* Best Practices Column. Psychiatric Services. Feb 2011; 62(2):120-122.

Held ML, Brown CA, Frost LE, Hickey JS, Buck DS. *Integrated Primary and Behavioral Health Care in Patient-Centered Medical Homes for Jail Releases with Mental Illness*. Criminal Justice and Behavior.2012. http://cjb.sagepub.com/content/early/2012/02/07/0093854811433709 . Accessed February 10, 2012.

Kerry J. Welsh, Chirag B. Patel, Rangika C. Fernando, Jennifer D. Torres, Sarah K. Medrek, William B. Schnapp, Carlie A. Brown, David S. Buck. *Prevalence of Bipolar Disorder in Houston Outreach Medicine, Education, and Social Services (HOMES) Clinic Patients: Implications for Student-Managed Clinics for Underserved Populations.* Academic Medicine. May 2012; 87(5):656-661.

Buck, DS. Brown, CA. Mortensen, K. Riggs, RW. Franzini, L. *Comparing Homeless and Domiciled Patients' Utilization of the Harris County, Texas Public Hospital System.* Journal of Health Care for the Poor and Underserved; November 2012; 23(4): 1660-1670.

Brown, CA. Hickey, JS. Buck, DS. *Shaping the Jail Inreach Project: Using Program Evaluation as a Quality Improvement Measure to Inform Programmatic Decision Making*

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and Improve Outcomes. The Journal of Health Care for the Poor and Underserved, May 2013; 24(2); 435-443.

AF Weltge, L Kincaid, A Ochoa, DS Buck, D Persse, JR Langabeer, AA Kowalchuck. *Impact of an urban, police department-initiated jail diversion of inebriates to a sobering center*. Annals of Emergency Medicine, October 2016. S66-67.

Kertesz S, Baggett, T, O'Connell, J, Buck DS, Kushel M. *Permanent Supportive Housing for Homeless People-Reframing the Debate*. The New England Journal of Medicine, December 1, 2016; 375(22); 2115-2117.

Conor Holton-Burke R., Buck DS. *Social Interventions Can lower Costs and Improve Outcomes*. NEJM Catalyst, 2017. http://catalyst.nejm.org/social-interventions-improve-outcomes/. Accessed March 7, 2017.

Barker SL, Maguire NJ, Das S, Bryant V, Mahata K, Buck DS. *Values-Based Interventions in Patient Engagement for those with Complex Needs*. Population Health Management 23(2): 140-145. March 2020.

Jane Hamilton; Pratikkumar V Desai, M.D., M.P.H.; David S Buck, M.D., M.P.H.; Arina Chesnokova, M.P.H.; Kate Mallula, M.P.H., M.S.W.; Melissa Allen, D.O.; Raymond Y Cho, M.D., M.Sc. : *Determinants of High Psychiatric Utilization at a Large Urban Safety- Net Hospital*. Journal of Health Care for the Poor and Underserved 32 (Feb 2021): 296–320.

Barker S.L., Maguire N., Gearing R.E., Cheung M., Price D., Narendorf S.C. & Buck D.S., *Community-engaged healthcare model for currently under-served individuals involved in the healthcare system*, SSM - Population Health (2021), doi: https://doi.org/10.1016/j.ssmph.2021.100905.

JE Hamilton; R Suchting; TE Thomas; DS Buck; *Risk Factor Assessment of Homelessness at psychiatric hospital admission: a machine learning approach*. Journal of Social Distress and homelessness. https://doi.org/10.1080/10530789.2021.1892930; Vol 31, 2022: 81-95.

Peoples N, Fang M, Buck D; Healing the Homelessness, Fixing a Broken Aid Industry, and Challenging the Status Quo: Perspectives of a Physician-Activist; Journal of Social Distress and Homelessness; Published online May 30, 2022. https://www.tandfonline.com/doi/full/10.1080/10530789.2022.2080794

Mantel J, Sampson M, Buck D, et.al. *Developing a healthcare workforce that supports team-based care models that integrate health and social services*; St Louis Univ Journal of Health Law & Policy. Volume 15, Issue 2: 2022.

Ivan Angelov & David S. Buck (2023) Advancing integrated care for individuals experiencing homelessness: harnessing data partnerships and coordination, Journal of Social Distress and Homelessness, DOI: 10.1080/10530789.2023.2246224

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https://www.tandfonline.com/doi/full/10.1080/10530789.2023.2246224

Buck, D., Sanborn, R., Mantel, J., Steele, K., Submission 11/6/2023 to the *Journal of Applied Research on Children*: Perspective from the Field; "Increasing Pathways to Medicine and Improving Patient Outcomes: A Multi-Systems Approach". *https://digitalcommons.library.tmc.edu/childrenatrisk/vol13/iss2/8/*

Anish Patnaik, Haaris Mateen & David Buck. A Call for an American Social Care System: Social Services Reimbursement to Address Fragmented Care; *Population Health Management*; Published Online 17 Jan 2024; https://doi.org/10.1089/pop.2023.0251.

Manuscripts accepted for publication, publication pending:

Revisions requests, pending acceptance for publication:

Submissions for review:

2. OTHER FULL PAPERS

Brown, CA. Buck, DS. *Challenges in providing healthcare for the homeless*. Therapy Times. February 2010. http://www.therapytimes.com/Nursing_and_Special_Populations_Challenges_in_providing_healthcare_for_the_homel/content=0702J84C48768694406040441

3. ABSTRACTS GIVEN DURING LAST THREE YEARS:

N/A

4. BOOKS:

a. COMPLETE BOOKS WRITTEN

Not applicable

b. BOOKS EDITED

Not applicable

c. BOOK CHAPTERS WRITTEN

Koegel P, Buck DS. *Houston*. In: Levinson D, ed. Encyclopedia of Homelessness. Vol. 1. Thousand Oaks, CA: Sage Publications; 2004:281-284.

Link, A, Buck DS In: Human Trafficking and Prostitution: Global Prevalence, Gender Perspectives and Health Risks: "*The Need for an Innovative Approach to Improve the Health*

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

and Well-Being of Street-Level Prostitutes"; 2015: 19-32.

W. Y. Zou, B.A., D. S. Buck, M.D In: Societal Ethics in Medical Education. "*Homelessness In Medical Education: Examining the Ethical and Practical Considerations of Serving the Most in Need*"; 2016: 33-44.

4. OTHER WORKS COMMUNICATING RESEARCH RESULTS TO SCIENTIFIC COLLEAGUES:

Buck DS. *More medical malapropisms* [letter]. J Fam Pract. 1995;40:541.

Buck DS. *Selective beta-blockers and arrhythmias* [letter]. Ann Intern Med. 1996; 125:347

Buck DS. *Treatment of toenail tinea infection* [letter]. BMJ. 1996;313:312.

Buck DS, Wallace DA. *Drug sampling: perpetuating an unjust health care system* [editorial]. J Am Board Fam Pract. 2002;15:426-427.

Buck, DS. Brown, CA. Letter to the Editor on *Attitude Change Following a Homeless Clinic Experience.* Family Medicine. February 2010;42:2:83-84.

6. OTHER WORKS COMMUNICATING RESEARCH RESULTS TO THE PUBLIC:

Pierrel S; Buck DS; Bava S, et. al. The Nexus; 9 issues funded by the City of Houston for health professionals treating Katrina Evacuees 2005.

Lu MC, Buck DS, Clark DL, Hazra A, Melillo A. Blueprints: A Collection of Health Care, Housing & Social Resources Available to Houston's Homeless. Houston, TX: ADP Printing; 2002.

Asrani S, Chen C, Chwang W, Hyun E, Buck DS, eds. Helping Hands: A Collection of Health Care, Housing and Social Resources Available to Houston's Homeless. Houston, TX: Healthcare for the Homeless--Houston; 2003.

Buck DS. …and in the shoes of Houston's homeless [editorial]. Houston Chronicle. March 9, 2003; C1, C4.

III. TEACHING INFORMATION

A. DIDACTIC COURSE WORK

1. CURRICULUM DEVELOPMENT WORK AT UHCOM:

DocuSign Envelope ID: CED3371D-C449-4315-B8A3-1EB005ED0D8F

Household Centered Care for University of Houston College of Medicine, Social Work Colleges at UH Central and Downtown campuses, College of Nursing. Content for four, 4-hour Inter Professional Education sessions including community members. These sessions involved developing interprofessional partnerships, shared curriculum and leadership structure.	2019 - current
Clinical Focus Session 1: Co-Developed with Dr Brian Reed first weeklong class for introducing UHCOM's social mission with focus on County identified 5 health problems and priorities. Involved community members and small group discussion.	2020 - current
Patients, Physicians and Populations 1: Social Determinants of Health: SDoH introduction and The Social Gradient.	2020 - 2022
Migratory Health and Wellbeing: Designed an IPE elective with Dr Dawn McCarty (UHD) Social Work with faculty at UH and UTRGV.	2022-current
Medical Street Outreach: Designed an elective on homeless health with Dr Ben King.	2022-current

2. COURSES TAUGHT AT BCM:

Longitudinal Ambulatory Care Experience (HOMES Track)	24 Hours/Year	2000-2017
Albert Schweitzer Fellowship Program	24 Hours/Year	2009-2018
Integrating Behavioral Health into Primary Care. The Behavioral Health Consultant Model; Dec 4.	2 Hours	2014
Community Project in Homeless Care MEFAM 536 (clinical medical students)	160 hours	2017-2018
Homeless Health Care (basic science medical students)	96 Hours/Year	2000-2006

B. CURRICULUM DEVELOPMENT WORK BCM:

Developed the Maternal Child Health Curriculum for the Department of Family and Community Medicine.	1997-1998

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Core Faculty Member, Urban Residency Track, Northwest Community Health Center, Department of Family and Community Medicine. Participated in the planning, development, and Implementation of the program.	1997-1999
Co-developed the Baylor College of Medicine: Care of the Underserved Track with Dr. William Huang.	2002-2005

C. NONDIDACTIC TEACHING:

1. RESIDENT TRAINING:

Preceptor for Family Medicine Residents (Baylor College of Medicine and UT Houston Health Science Center), HHH-SEARCH Clinic, Houston, TX	1997-2008
Attending Physician and Preceptor for Family Medicine Residents (Baylor College of Medicine), Ben Taub General Hospital, Houston, TX	1997-2016
Attending Physician and Preceptor for Family Medicine Residents (Baylor College of Medicine), Northwest Community Health Center, Harris County Hospital District, Houston, TX	1997-2003
Attending Physician and Preceptor for Family Medicine Residents (Baylor College of Medicine), Antoine Community Health Center, County Health Department, Houston, TX	1997-2000

2. CLINICAL FELLOW TRAINING:

Developing Community Health Programs for the Homeless. Invited lecture presented to fellows in the Family Medicine Faculty Development Fellowship Program at the Faculty Development Center of the McLennan County Medical Education and Research Foundation, Waco, TX, April 21, 2004

International Faculty Development Fellowship Program, Baylor College of Medicine, Department of Family and Community Medicine. Lecture on Healthcare for the Homeless-Houston on April 30, 2013 and 4 subsequent years (2014, 2016, 2017, 2018)

3. RESEARCH FELLOW TRAINING:

Not Applicable

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4. GRADUATE STUDENT TRAINING:

Head Faculty Advisor for Graduate Student Participants (UH College of Pharmacy, UH Graduate School of Social Work, and UT School of Public Health), Houston Outreach Medicine Education and Social Services (HOMES) Clinic, 1999-Present.

Kristin Anderson, M.P.H.; Thesis Committee Member, University of Texas School of Public Health; 1999.

Netri Mehta, M.P.H.; Thesis Committee Member, University of Texas School of Public Health; 2002.

Kallol Silas Mahata, M.S.; Thesis Committee Member, University of Texas at Arlington, Department of Computer Science and Engineering; 2004-2006.

Carlie Brown, M.P.H.; Thesis Committee Member, University of Texas School of Public Health; 2007 – 2010.

Ben King, M.P.H.; Thesis Committee Member, University of Texas School of Public Health; 2008 – 2010.

5. MEDICAL STUDENT MENTORING:

Head Faculty Advisor for Medical Student Participants (Baylor College of Medicine and UT Houston Medical School), Houston Outreach Medicine Education and Social Services (HOMES) Clinic; HOMES has worked with more than 1000 students; 1999-Present.

Preceptor for Medical Students (Baylor College of Medicine and UT Houston Medical School), Baylor/SEARCH Clinic, Houston, TX, 1997-2018.

Attending Physician and Preceptor for Medical Students (Baylor College of Medicine), Ben Taub General Hospital, Houston, TX, 1997-2011.

Attending Physician and Preceptor for Medical Students (Baylor College of Medicine), Northwest Community Health Center, Harris County Hospital District, Houston, TX, 1997-2000.

Attending Physician and Preceptor for Medical Students (Baylor College of Medicine), Antoine Community Health Center, County Health Department, Houston, TX, 1997-2000.

Allegra Melillo, MD Candidate, Baylor College of Medicine; HOMES Executive Director 1997-2002.

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Travis Baggett, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2000-2004.

Ashley Vavra, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2003-4.

Attending Physician and Preceptor for Medical Students (Baylor College of Medicine), Gulfgate Community Health Center, Harris County Hospital District, Houston, TX, 2003-2009.

Eric Hyun, MD, PhD Candidate, Baylor College of Medicine; HOMES Executive Director 2004-5.

Malford Tyson Pillow, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2005-6.

Raj Chinnappan, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2006-7.

Kevin Hoffman, MD Candidate, University of Texas Health Science Center – Houston; HOMES Executive Director 2007-8.

John Hoover, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2008-2009.

Stewart Master, MD Candidate, University of Texas Health Science Center at Houston; HOMES Executive Director; 2009-2010.

Lisa Osterhout, MD Candidate, University of Texas Health Science Center at Houston; HOMES Executive Director; 2010- 2011.

Rupal Bhimani, MD Candidate, Baylor College of Medicine; HOMES Executive Director 2011-2012.

Ahilan Sivaganesan, MD Candidate Baylor College of Medicine; HOMES Executive Director; 2012-2013.

Kim Pham Pharm D University of Houston College of Pharmacy; HOMES Executive Director; 2013-2014.

Winnie Zou MD, PhD Candidate Baylor College of Medicine; HOMES Executive Director; 2013-2017.

Camille Keenan, MD Candidate University of Texas Health Science Center – Houston; HOMES Executive Director; 2015-6.

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Nadia Haj-Ismail, MD McGovern Medical School-Houston; HOMES Executive Director 2016-2017.

Erica Smith, MD McGovern Medical School-Houston; HOMES Executive Director; 2017-2018.

Harish Eswaran, MD Baylor College of Medicine; HOMES Executive Director; 2018-2019.

Anish Patnaik, MD Candidate McGovern Medical School-Houston; HOMES Executive Director; 2019-2020.

Matthew Lagarde, MD; Candidate McGovern Medical School–Houston; HOMES Executive Director; 2020-2021.

Nabeel Ahmad, MD Candidate 2024 University of Houston College of Medicine 2020-1.

Colin Barth, MD Candidate 2024 University of Houston College of Medicine 2020-1.

Melissa Nguyen Candidate 2024 University of Houston College of Medicine Interest Group in Homeless Health 2020-1.

Susan C Dela Torre Candidate 2022; McGovern Medical School-Houston; HOMES Executive Director 2021-22.

Maya Fontenot, MD Candidate University of Houston College of Medicine, 2021-current.

Daniel Medford, MD Candidate University of Houston College of Medicine, 2023.

6. JUNIOR FACULTY MENTORING:

Ben King, PhD University of Houston College of Medicine, Department of Population & Health System Sciences; 2020-present.

Omar Matuk-Villazon, MD, MBA University of Houston College of Medicine, Department of Clinical Sciences; 2019-2022.

Andrea Link, MD; Albert Schweizer Fellows Program 2015-current.

Stacy Ogbeide, PhD; Department of Family and Community Medicine, BCM; 2014-15.

Naomi McCants, MD, MPH; Department of Family and Community Medicine, BCM; 2009-2018.

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Dana L. Clark, M.D.; Mentor, Faculty Development Fellowship, Department of Family and Community Medicine, BCM; 2001-2002. Mentor, Faculty Development Scholar, Addressing the Needs of the Underserved, University of California, San Diego, 2002-2006.

Allegra Melillo, MD; Assistant Professor University of Colorado Health Science Center School of Medicine: 1998-2007.

D. LECTURES

1. INTERNATIONAL:

Applying technology in street medicine. International Street Medicine; Pittsburgh, Pennsylvania; October 14, 2005.

Designing a medical record for the streets: International Street Medicine Conference; Santa Barbara, CA; November 16, 2006.

Best practices in street medicine; International Street Medicine Conference; Houston, TX, November 1, 2007.

Advocating for the homeless while empowering them to be part of the solution; International Street Medicine Conference; Houston, TX, November 2, 2007.

Goal Negotiated Care on the street: An EMR; International Street Medicine Institute; Puerto Rico, September 10, 2008.

2. NATIONAL:

Hypothermia. Talk presented on the nationally syndicated Health Show on WAMC Radio, Albany, NY, November 1997.

Developing a Medical Student-Run Free Clinic as Part of a Community-wide Effort for the Homeless in Houston. Faculty development scholar lecture presented in the Department of Family and Preventive Medicine, University of California, San Diego, CA, July 1999.

Health Care for the Homeless: Examples of Student and Community Involvement. Lecture presented as part of the Addressing the Health Care Needs of the Underserved Fellowship Program, University of California, San Diego, CA, April 2000.

Service Learning and Homeless Health Care. Workshop co-presented at a meeting of the Association of American Medical Colleges, Washington, DC, November 2001.

Learning from the Homeless to Improve Health Care Delivery. Postgraduate fellowship

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lecture presented at the University of California, San Diego, CA, April 2003.

Building a Community Advisory Board of Homeless Consumers. Invited workshop held at the Annual Meeting of National Health Care for the Homeless, New Orleans, Louisiana, June 18, 2004.

Challenges in providing health care for homeless patients: Voice America Health & Wellness; http://voiceamerica.com; December 4, 2006.

Buck DS, Usatine R, Cunningham C, Lugo R. Ensuring High Quality Care. Presented in the Pre-Conference Workshop of the 34th Annual Society of Teachers of Family Medical Predoctoral Education Conference held in Portland, Oregon on January 24, 2008.

Buck DS, Dominguez I, Takayama C, Lovell J. Building Trust in the Community. Presented in the Pre-Conference Workshop of the 34th Annual Society of Teachers of Family Medical Predoctoral Education Conference held in Portland, Oregon on January 24, 2008.

3. REGIONAL:

ALSO Course Instructor, Department of Family Practice, Hennepin County Medical Center, Minneapolis, MN, March 1998.

Student-Run Clinic for the Homeless. Lecture presented at the Southeast Regional Workshop on New Frontiers in Medicine, American Medical Student Association, Houston, TX, October 1999.

Healthcare for the Homeless--Houston. Continuing medical education lecture presented to the Retired Physicians Organization of the Texas Medical Association, Houston, TX, February 2002.

UNT Health Science Center: At the Crossroads of Healthy & Homeless; Keynote Speaker: The Clinical Perspective & Challenges in Providing Healthcare Outreach for the Homeless; June 5, 2015.

Texas Association of Community Health Centers: Behavioral Health Summit; Swimming Against the Tide: Enhancing Access Through Integration; November 20, 2015.

4. LOCAL:

Casa Juan Diego: Lessons from Free Clinics. Grand rounds lecture presented in the Department of Family Medicine, University of Rochester, Rochester, NY, May 1990.

Indigent Health Care: The Utility of a Community Health Center. Grand rounds lecture

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presented at Valleyview Hospital, Glenwood Springs, CO, June 1997.

Monthly Prenatal Care Conference. Lectures given to residents in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX. 1997-1998.

Medical Care for the Homeless at the Baylor/SEARCH Clinic. Lecture presented to the Houston Coalition for the Homeless, Houston, TX, March 1998.

Health Care for the Homeless Veterans Program: Meeting the Medical Needs of the Homeless. Lecture presented at the Veterans Affairs Medical Center, Houston, TX, May 1998.

Contraceptives. Lecture presented to faculty members and residents in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, September 1998.

Health Care for the Homeless of Houston. Talk presented on KTRH Radio, Houston, TX, December 1998.

Recognition, Prevention and Management of Dystocia. Lecture presented in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, December 1998.

Health Care for the Homeless of Houston: Opportunities for Baylor College of Medicine and University of Texas--Houston Medical School Medical Students. Lecture presented at Baylor College of Medicine, Houston, TX, February 1999.

Houston Health Care for the Homeless. Talk presented on Fox 26 Television, Houston, TX, February 1999.

A Medical Student-Run Free Clinic. Lecture presented to medical students, graduate social work students, and pharmacy students, Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, May 1999.

Revitalizing Family-Centered Maternity Care in the Academic Medical Center. Grand rounds lecture presented in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, June 1999.

Addressing the Healthcare Needs of the Homeless: Opportunities for Resident Participation and Learning. Lecture presented in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, July 1999.

Homeless Health Care in Houston. Lecture presented to the Family Practice Medical Student Interest Group, Baylor College of Medicine, Houston, TX, August 1999.

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Contraceptives. Lecture presented to faculty members and residents in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, September 1999.

Integrating Health Care for Houston's Homeless. Lecture presented at the SEARCH Shelter Board meeting, Houston, TX, September 1999.

Houston Health Care for the Homeless---Addressing the Health-Care Needs of the Homeless: Opportunities for Participation. Grand rounds lecture presented in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, October 1999.

Efforts to Address the Needs of the Homeless. Lecture presented to third-year medical students at Baylor College of Medicine, Houston, TX, January 2000.

H.O.M.E.S. Orientation. Lecture presented to medical students, graduate social work students, and pharmacy students, Lord of the Streets, Houston, TX, January 2000.

Homeless Health Care in Houston, Texas. Lecture presented to residents in the Department of Pediatrics, Baylor College of Medicine, Houston, TX, January 2000.

Utilizing an EMR, PDAs and the Community to Improve Health Care for the Homeless. Lecture presented at La Clinical del Valle Family Health Care Center, Medford, OR, June 2001.

New Technology Applications: Using Palm Pilots in Medical Outreach to the Homeless. Lecture presented to staff members of Operation Safety Net, Mercy Hospital, Pittsburgh, PA, October 2001.

Community-Oriented Primary Care Projects---Organizing the Community. Lecture given as part of the medical student elective, Physician as Advocate: Beyond the Exam Room, Baylor College of Medicine, Houston, TX, May 2002.

Leaders as Servants in Community Medicine: Advocating for Health Justice. Lecture presented to family medicine residents in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, May 2002.

Providing Health Care to Homeless Persons. Lecture presented to nursing students at Oregon Health and Science University, Ashland, OR, August 2002.

Patient-Centered Care in the Inner City. Continuing medical lecture presented as part of Primary Care in the New Millennium, Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, October 2002.

A Student-Run Free Clinic for the Homeless: Introducing Students to the Homeless.

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Lecture presented to basic science medical students at the University of South Carolina College of Medicine, Columbia, SC, November 2002.

Patient-Centered Care: Lessons from the Homeless. Grand rounds lecture presented in the Department of Internal Medicine, University of South Carolina College of Medicine, Columbia, SC, November 2002.

Community-Oriented Primary Care Projects---Organizing the Community. Lecture given as part of the medical student elective, Physician as Advocate: Beyond the Exam Room, Baylor College of Medicine, Houston, TX, May 2003.

Responsible Research with Communities: Participatory Research in Primary Care. Invited lecture presented to medical students in the elective course Beyond the Exam Room--Physician as Advocate, Baylor College of Medicine, Houston, TX, June 11, 2004.

Medicine on the Streets: Working to Remedy Homelessness. Invited lecture presented at the University of Texas--Houston Medical School, Houston, Texas, November 11, 2004.

Cultural Humility Series: Serving the Homeless or Serving the Physicians. Invited lecture presented at the University of Texas--Houston Medical School, Houston, Texas, November 15, 2005.

Communication with the Homeless. American Medical Writers Association Annual Meeting; Houston, TX; December 5, 2005.

The Health of Homeless Children. House of Tiny Treasures. Training course for Rice University. February 2009.

New ER Policy Homeless Advocates Worried Clinic Wait: NBC Investigative Reporter Amy Davis, July 9, 2006.

Healthcare presentation for The Metropolitan Organization, Standing for Families Citywide Action: Our Mother of Mercy Catholic Church; October 29, 2006.

Cultural Humility Series: Serving the Homeless or Serving the Physicians. Invited lecture presented at the University of Texas--Houston Medical School, Houston, Texas, November 2006.

Rice University. Lecture presenting Impacting Health Policy at Rice University, Houston, Texas. November 2008.

Buck, DS. Leadership Luminaries in Public Health: Improving Healthcare *With* the Homeless: Moving Beyond Charity. The University of Houston Health Science Center at Houston School of Public Health. Houston, Texas. January 28, 2010.

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Buck, DS. Health policy, ethics and the homeless. Understanding Homelessness Lecture Series. University of Texas Health Science Center – School of Medicine, Houston, Texas. February 12, 2010.

Buck, DS. Sharing Our Stories. Houston Institute for Culture. Houston, Texas. March 19, 2010.

Buck, DS. The Difficult Patient, The Difficult Doctor. Compassion and the Art of Medicine Lecture Series. Baylor College of Medicine. Houston, Texas. March 26, 2010.

Homelessness and Women's Health. Grand rounds lecture presented in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, April 2010.

Buck, DS. Treating Depression: Practical Tools in Primary Care. Grand Rounds Lecture in the Department of Family and Community Medicine, Baylor College of Medicine, Houston, TX, December 10, 2013

Buck, DS. Primary Care Innovation Center, an Introduction. Kick off meeting in collaboration with Camden Collaborative of Healthcare Providers. Department of Family and Community Medicine, Baylor college of Medicine, Houston, TX, April 29, 2014

Buck, DS. Primary Care Innovation Center. Stakeholder Meeting. Department of Family and Community Medicine, Baylor college of Medicine, Houston, TX, September 2, 2014

Buck, DS. The Consolidated Homeless Plan in Houston and Its Impact. Palmer Way Station, Houston, TX November 23, 2014.

Buck, DS, Sperber, M, Benson, J. How Population Health Can Help the Homeless. Baylor College of Medicine MSI PPS, McMillan Auditorium April 27, 2016.

Buck, DS. Introduction to the Street Medicine Lecture Series, HOMES Clinic, AMA/ TMA. University of Texas Health Science Center – Medical School, Houston, Texas. August 22, 2017.

Buck, DS. Introduction to the Street Medicine Lecture Series, HOMES Clinic, McGovern Medical School at UTHealth, Houston, Texas. September 2018.

Buck, DS. Introduction to the Street Medicine Lecture Series, HOMES Clinic, McGovern Medical School at UTHealth, Houston, Texas. September 2020.

Buck, DS. Introduction to the Street Medicine Lecture Series, HOMES Clinic, McGovern Medical School at UTHealth, Houston, Texas. September 2021.

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IV. MEDICAL AND SERVICE INFORMATION

A. PATIENT CARE RESPONSIBILITIES

1. UHCOM:

Family Medicine, The Harris Center, Northwest Primary Care Clinic, 2020.

Family Medicine, The Harris Center, Northeast Primary Care Clinic, 2020 – 2021.

Family Medicine, The Harris Center, Northeast Primary Care Clinic, 2020 – 2021.

Medical Director, University of Houston College of Nursing Homeless Clinic 2021 – present.

2. BCM:

Full-Spectrum Family Medicine and Obstetrics, Antoine Health Center, 1997-1999.

Full-Spectrum Family Medicine and Obstetrics, HHH/SEARCH Clinic, 1997-2018.

Full-Spectrum Family Medicine and Obstetrics, Ben Taub General Hospital, 1998-2018.

Full-Spectrum Family Medicine and Obstetrics, Bread of Life, Daybreak Community Health Center, 1999-2000.

Full-Spectrum Family Medicine and Obstetrics, HHH/Lord of the Streets/HOMES Clinic, 1999-2018.

Full-Spectrum Family Medicine and Obstetrics, Northwest Community Health Center, Harris County Hospital District, 1997-2003

Full-Spectrum Family Medicine and Obstetrics, Gulfgate Community Health Center, Harris County Hospital District, 2002-2011.

Full-Spectrum Family Medicine and Obstetrics, HHH/Cathedral Clinic, 2007-2011.

Full-spectrum Family Medicine and Obstetrics, Casa de Amigos Health Center, Harris Health System, 2011-2015.

Implementation of Level 6 Behavioral Health Program at HHH, 2014-2018.

The Harris Center Northwest and Northeast clinics, 2020-current.

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B. NATIONAL EDUCATION OR VOLUNTARY HEALTH ORGANIZATION PARTICIPATION

Chair, Board of Directors	Primary Care Intervention Center	2014-present
Member, Board of Directors	City of Houston Recovery Center, LGC	2012-2015
Immediate Past Chair, Board of Directors	International Street Medicine Institute	2012-2017
Member, Board of Directors	I am Waters Foundation	2010-2015
Chair, Board of Directors	International Street Medicine Institute	2010-2012
Vice Chair	Medical Physicians Advisory Committee, MHMRA	2009-2010
Chair, Board of Directors	International Street Medicine Institute	2010-2012
Vice Chair, Board of Directors	International Street Medicine Institute	2008-2010
Member	Medical Physicians Advisory Committee, MHMRA	2007-2009
Task Force on Clinic Pharmacies	Texas State Board of Pharmacy	2007-2008
Consultant	Wings of Angels, Douglas AZ & Agua Prieta, Mexico	October 2007
Chair, Co-Founder	Doctors for Change	2006 - 2008
Board of Directors	Harris County Healthcare Alliance	2006 - 2014
Chair	Behavioral Health Committee of the Harris County Public Healthcare System Council	2005 - 2006

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Board of Directors	Harris County Public Healthcare System Council	2005 - 2006
Member	Blue Ribbon Commission to End Homelessness, City of Houston and Harris County	2005 - 2006
Member	Adult Subcommittee, Mental Health Needs Council of Harris	2004-2006
Member	Health Services Subgroup, Greater Houston Partnership's Public Health Task Force	2004-2005
Member	Research Coordinating Committee, National Health Care for the Homeless Council and Network	2000-2020
Preceptor	Texas Statewide Family Practice Preceptorship Program, American Academy of Family Physicians	1999-Present

D. ADMINISTRATIVE ASSIGNMENTS

1. UHCOM COLLEGE ADMINISTRATION:

Associate Dean for Community Health

Developed Community Engaged Health infrastructure for new medical school to address health disparities and inequities that are among the highest in the developed world. Community Health Worker hubs for the Third Ward and East End supporting Household Centered Care and a total of 1000 households in care coordination by 2024. Household Centered Care is an Inter Professional Educational program with the UHCOM, UHCON, UHGCSW and UHD SW.

Health Research Institute: board member on behalf of UHCOM 2018-current.

Member	CME Committee University of Houston College of Medicine	2023-current

2. BCM DEPARTMENT ADMINISTRATION, COMMITTEES, ET CETERA:

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Chair, Maternal Child Health Curriculum Committee; BCM	1997-1998

3. BCM COLLEGE ADMINISTRATION, COMMITTEES, ET CETERA:

Member, Steering Committee, Longitudinal Ambulatory Care Experience, Baylor College of Medicine	1999-2017
Member, Oversight Committee, Student Leadership in Community Service Program, Baylor College of Medicine	2004-2010
BCM Group Healthcare Policy Committee	2013-2014
Member, Faculty Promotions Committee, Dept. of Family and Community Medicine, Baylor College of Medicine	2014-2018
Member of numerous Committees to develop and prepare for LCME accreditation for the new application for University of Houston College of Medicine	2018-2020

E. OTHER PERTINENT INFORMATION NOT GIVEN ABOVE

1. COMMUNITY SERVICE ACTIVITIES:

Volunteer, Mother Theresa's Center for the Destitute and Dying and Rural Hospital, Calcutta, India.	1984
Established 2 free medical clinics and 1 free dental clinic at Casa Juan Diego (Houston Catholic Worker House) as a medical student for undocumented immigrants with Mark and Louise Zwick. Clinics were Rice Military/Washington Ave and Southwest Houston.	1984 - 1990
Project Co-coordinator, Wellness Project, Alameda Junior High School, Santa Fe, NM.	1993-1994
Physician Health Educator, Health Education Project, Agua Fria Elementary School, Santa Fe, NM.	1994-1995
Board Member, Healthy Mountain Communities; Roaring Fork Valley, Glenwood Springs, CO.	1997
Volunteer Physician, Casa Juan Diego, Houston, TX .	1997-1998
Implications of the National Survey of Homeless Assistance Providers and Clients. Talk presented to the Homeless and Special	1999 December

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Needs Subcommittee of the City's Consolidated Plan Advisory Task Force, City of Houston, TX.	
Health Care Solutions: Case Studies in Quality, Access, and Affordability. Talk presented to the Greater Houston Partnership and the National Chamber Foundation of U.S. Chambers of Commerce Panel, Houston, TX.	1999 September
Healthcare for the Homeless--Houston's Student-Run Free Clinic. Presentation given on Fox 26 Television, Houston, TX.	2000 September
Member, Peace and Social Action Committee, Live Oak Friends Meeting, Houston, TX.	2000-2003
Health Care in Houston---From Crisis to Collaboration: Where Do Funders Fit In? Talk presented to the Greater Houston Grantmakers' Forum, Houston.	2002 December
How Can We Involve Homeless Clients in Our System of Care? Talk presented to the Homeless Services Coordinating Council of Harris County, Houston, TX,	2003 May
Magnificat House, St. Joseph's Clubhouse. Advisory Board to improve healthcare and mental health access.	2014 January-present
Crossroads at Park Place: https://crossroadsatparkplace.org/ Consultation to improve healthcare access.	2014 - 2015
Consultation in the Design of the new Clinic for HHH.	2014-2016
Advisor to HHH for development of outreach program.	2015-6
Took 7 BCM and UT medical students to International Street Medicine Institute Conference in San Jose, CA.	October 2015
Healthcare Redesign Project for Texas Team (Robert Kamm)	2020-2021

2. COMMUNITY HEALTH-PROMOTION ACTIVITIES:

Monthly Medical Columnist, Health Care Today, The Valley Journal.	1996-1997
Director, project to develop a community health center to provide care for uninsured, underinsured, Medicaid, and Medicare patients in the Roaring Fork Valley Region (Aspen to Rifle, CO). A joint effort of Aspen Valley and Valley View hospitals.	1997

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Certification for Yoga Instruction, Yoga Better	2014

4. SERVICE ACTIVITIES AT OTHER ORGANIZATIONS:

Developer and Director, two free medical clinics and one free dental clinic for Casa Juan Diego, a temporary residence for Central American immigrants and abused women and children, Houston, TX.	1984-1990
Chair, National Chapter on Community Health, American Medical Student Association.	1987-1988
Co-founder, Vulnerable and Indigent Population Health Care Task Force, Texas Medical Center, Houston, TX.	1989-1990
Consultant, Medical College of Ohio, to help develop a free clinic run by medical students for a homeless shelter in Toledo, OH.	1990
Supervisor, University of New Mexico Family Practice Residents and Medical Students, La Familia Medical Center and St. Vincent Hospital, Santa Fe, NM.	1993-1995
Preceptor, Albany Medical College Medical Students, Oneonta, NY.	1995-1996
Co-Medical Director, Hospice of the Rockies, Carbondale, CO.	1996-1997
Member, Colorado Steering Committee, Ambulatory Sentinel Practice Network.	1996-1997
Public Health Consultant, Indigent Health Care Task Force for the Roaring Fork Valley Region (Aspen to Rifle, CO).	1996-1997
Consultant, Star of Hope Homeless Shelter, Houston, TX.	1998
Integrating Health Care for Houston's Homeless. Talk presented at a meeting of the SEARCH Shelter Board, Houston, TX.	September1999
Founder and Chairman of the Board, Healthcare for the Homeless—Houston.	1999-2003
Member, Ethics Committee, Ben Taub General Hospital, Houston, TX.	2000-2003

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Member, Medical Information Systems Committee, Harris County Hospital District.	2000-2005
Member, Physicians IS Advisory Committee, Harris County Hospital District.	2000-2006
Consultant, La Puente Home, Alamosa, CO.	June 2002
Designed Health Indicators for County ratification and Behavioral HealthCare Report Card for County Health Plan.	2006
Consultant for electronic health record development for street medicine: Community Initiative, San Juan, Puerto Rico.	2008
Consultant for electronic record development for street medicine: Calcutta Rescue; Calcutta, India.	February 2009
Consultant for electronic record development for street medicine: Operation Safety Net; Pittsburgh, PA.	2009 – 2012
Consultant for electronic record development for street medicine: Boston Health Care for the Homeless Program; Boston, MA.	2010 - 2012
Invited to attend American Productivity & Quality Center Conference.	October 16-17 2014
Clubhouse Advisory Board, Magnificat House; Houston, TX.	2017-present
Member, University of Texas Harris County Psychiatric Center (HCPC)-Sub-Committee to Reduce Patient Homelessness, Houston, TX.	2017-2019
Workshop with Patient Care Intervention Center's Values Based Care with Southampton UK partners, Houston, TX.	January 2019
National Workshop with Patient Care Intervention Center and Household Centered Care with Southampton UK partners: Values Based Care.	July 2019

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Curriculum Vitae

Ben King, PhD MPH

Clinical Assistant Professor, Tilman J Fertitta Family College of Medicine
Department of Health Systems and Population Health Sciences
Department of Behavioral and Social Sciences
Statistician, UH-Humana Integrated Health Systems Sciences Institute
The University of Houston

Office
University of Houston, College of Medicine
Biomedical and Health Building 2
4733 Wheeler Ave, #8039
Houston, TX 77004
Cell: 713-398-5528
Email: KingB@central.uh.edu
Personal Email: Bentayorking@gmail.com
LinkedIn: https://www.linkedin.com/in/methodsandresults/

EDUCATION

PhD in Epidemiology, 2018, The University of Texas School of Public Health, Austin Regional Campus; Minor in Biostatistics, Breadth in Measurement.
Dissertation Topic: *Assessment and findings of the Vulnerability Index (VI-SPDAT) survey of individuals experiencing homelessness in Travis County, TX.*

Masters of Public Health, Community Health Management, 2011, The University of Texas School of Public Health.

Bachelor of Arts, Major in Biology & Psychology; Premed Studies, 2003, Bard College.

CURRENT POSITIONS

Clinical Assistant Professor, Department of Health Systems and Population Health Sciences, College of Medicine, University of Houston, 2020-present

Secondary Appointment: Department of Behavioral and Social Sciences, College of Medicine, University of Houston, 2021-present

Statistician: UH Humana Integrated Health Systems Sciences Institute, 2020-present

Affiliated Faculty: HEALTH Center for Addictions Research and Cancer Prevention, 2023-present

President, Methods and Results LLC, 2013-present

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FORMER POSITIONS

Special Government Employee, United States Environmental Protection Agency, Scientific Advisory Board, 2022-2023
Clinical Assistant Professor, Public Health Program, School of Human Ecology, College of Natural Sciences, The University of Texas at Austin, 2020-2020
Research Scientist, Department of Neurology, UT Dell Medical School, The University of Texas at Austin, 2017-2020
Instructor, Graduate School of Integrative Medicine, Academy of Oriental Medicine of Austin,2019-2021
Adjunct Professor, Graduate School of Social Work, University of Houston, 2019-2020
Research Scientist; Seton-UT Southwestern Clinical Research Institute, 2013-2017
Research Coordinator & Project Manager; Hospital Physicians in Clinical Research, 2009-2013
Research Coordinator; University Medical Cater at Brackenridge, 2008-2009
Infection Control Practitioner; Infection Prevention and Management Associates, 2008-2008
Graduate Research Assistant; UT MD Anderson Cancer Center, Gastrointestinal Medical Oncology, 2007-2008
Graduate Research Assistant; UT School of Public Health, Center for Biosecurity and Public Health Preparedness, 2007-2007
Graduate Research Assistant; UT School of Public Health, Center for Health Promotion and Prevention Research, 2005-2007
Psychiatric Assistant; Queens Medical Center, Family Treatment Center, 2003-2005
Clerk III & Psychiatric Tech; Seton Shoal Creek Mental Hospital, 2001-2002

TEACHING

Clinical Assistant Professor; University of Houston, College of Medicine, Evidence Based Medicine: 2020-present
Community Preceptor; UT Houston, School of Public Health, Practicum: 2009-current (26 MPH students)
Clinical Assistant Professor; The University of Texas at Austin, Public Health Program, PBH 338 Environmental Health: Spring 2020
Instructor; Austin Oriental Medicine Academy, INQ 5011 Paradigms of Inquiry; INQ 5012 Quantitative and Qualitative Assessment, INQ 5013 Methods of Inquiry and Research Design: 2019-2021
Adjunct Professor; University of Houston, Graduate College of Social Work, SOCW 7305 Evaluation of SW Practice: 2019-2020
Guest Lecturer; UT Austin, Department of Psychology, Understanding Homelessness: 2019, 2020
Guest Lecturer; MassChallenge TX: Demonstrating Your Impact for the Empirical Audience, 2018-2020
Instructor; University of Texas at Austin, Dell Medical School, Emergency Medicine GME: 2018-2019
Co-Instructor; UT Medical Branch Galveston, School of Medicine, Behavioral and Health Sciences Electives: Emergency Medicine Research & Neurology Research: 2009-2015 (14 MD students)
Mentor; Texas State University, Clinical Health Psychology, Community Internship: 2010 (1 MS student)
Journal Club Instructor; University of Texas Southwestern, Emergency Medicine GME: 2012-2014
National Disaster Life Support Instructor; certification as of 5/07

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PROFESSIONAL COMMITTEE MEMBERSHIPS AND ADVISORY BOARDS

Strategic Outcomes Subcommittee, American Heart Assoc.	2022-current
University of Houston, Health Promoting University Task Force	2021-current
Review Editor, Frontiers in Neurology – Neuroepidemiology	2021-current
Early Career Cmt, American Heart Association, EPI Council	2020-2024
Science Board, American Public Health Assoc.	2019-current
Review Editor, Frontiers in PH, Life-Course Epidemiology	2019-current
Board Treasurer, Caucus on Homelessness	2018-current
Mentor, MassChallenge Texas	2018-current
Board Member, Texas Homeless Network	2017-current
Board Vice-Chair, Texas Homeless Network	2019-2021
Board Chair, Texas Homeless Network	2021-current
Scientific Advisory Board, Austin Speech Labs	2017-2020
Editor, Neurology & Neurotherapy Open Access Journal	2017-current
Section Councilor, APHA Medical Care Section	2016-current
Policy Chair, APHA Medical Care Section	2016-current
Chair, Caucus Collaborative, American Public Health Assoc.	2015-2017
Chair, APHA Caucus on Homelessness	2009-2016
Membership Board,	2014-2016
Chair, Data Work Group,	2011-2015
Ending Community Homelessness Coalition (ECHO)	
Research Committee,	2010-current
National Health Care for the Homeless Council	

PROFESSIONAL ORGANIZATION MEMBERSHIPS

American Heart Association	2014-current
American Public Health Association	2008-current
Ending Community Homelessness Coalition	2009-current
Texas Homeless Network	2017-current

MANUSCRIPT REVIEWER (past and present)

Administration and Policy in Mental Health and Mental Health Services Research
Children & Youth Services Review
Current Hypertension Reviews
Current Psychiatry Research and Reviews
Journal of Social Distress and Homelessness
Journal of Stroke and Cerebrovascular Disease
Frontiers in Neurology: Neuroepidemiology
Frontiers in Public Health: Life-Course Epidemiology
Medical Care
Neurology & Neurotherapy Open Access Journal
New England Journal of Medicine
Psychiatric Services

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Texas Public Health Journal

GUEST EDITOR FOR JOURNAL SPECIAL ISSUE

Medical Care - 2021

CONFERENCE ABSTRACT REVIEWER (past and present)

American Public Health Association
National Health Care for the Homeless Council
Texas Homeless Network
Central Texas Clinical Research Forum

AWARDS & HONORS

University of Houston HEALTH Research Institute - Affiliate Faculty	2023
American Heart Association - Sandra A Daugherty Award Finalist	2021
University of Houston New Faculty Program Award	2021
National Violent Death Reporting System (NVDRS) New Investigator Research Award	2020
American Heart Association - HEADS-UP Early Stage Investigator Award	2020
UT Staff Council Professional Development Grant	2019
American Heart Association- Award for Excellence in Research Addressing Cardiovascular Health Equity	2019
APHA Injury Control President's Road Safety Scholar	2018
APHA Student Assembly Scholarship	2018
Doctoral Dissertation Award, UT School of Public Health	2018
American Heart Association- Stroke Rehabilitation Award	2018
Finalist, Stallones Lecture Series Student Competition	2017
APHA Student Assembly Scholarship	2017
APHA Caucus on Homelessness Student Award	2017
Finalist, Barbara Starfield Medical Care Scholar	2017
SAEM Academy of Geriatric Emergency Medicine Award	2017
Hatton W. Sumners Scholarship, New Politics Forum	2017
Hatton W. Sumners Scholarship	2015

PEER-REVIEWED PUBLICATIONS

1. Vargas S, Siddiqi S, **King B**, Nguyen C, Diep J, Gilbert L, Nguyen BM. (2024) Vietnamese Americans' Level of Trust in Sources of Information and Willingness to Participate in COVID-19 Clinical Trials. Journal of Clinical and Translational Science. Accepted.
2. **King B**, Berg L, Koenig J. (2024) Popular Musician Occupational Stress and Psychological Ill-Health: An Exploratory Factor Analysis. *Medical Problems of Performing Artists.* Accepted.
3. Novick T, **King B**. (2024) Addressing Housing Issues Among People With Kidney Disease: Importance, Challenges, and Recommendations. *American Journal of Kidney Diseases.* 6 Mar 2024; In Press. https://doi.org/10.1053/j.ajkd.2024.01.521
4. Liaw W, **King B**, Olaisen H, Pastoor S, Kiaghadi A, Cloven N, Reed B, Matuk-Villazon O, Waldren S, Spann S. (2024) An Academic Direct Primary Care Clinic Served Patients from Vulnerable

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Communities. *Journal of the American Board of Family Medicine.* In production ahead of print. DOI: 10.3122/jabfm.2023.230346R1

5. **King B**, Adepoju OA, Woodard L, Oluyomi A, Zhang X, Amos CI, Badr H. (2023) The Effects of COVID-19 Lockdown on Social Connectedness and Psychological Distress in US Adults with Chronic Diseases. *International Journal of Environmental Research and Public Health.* 20(13): 6218.
6. Sattler ELP, Ogungbe O, Wallace AS, Aryan Z, Castilla-Ojo N, Dai J, Anda-Duran ID, Foti K, German CA, Hyde ET, Jafarian-Kerman SR, Kendrick KN, **King B**, Lang AE, Tang O, Turkson-Ocran RA, Rodriguez LA, Wang FM, Zhang M, Hivert MF, & Lutsey PL. (2023) American Heart Association EPI | Lifestyle Scientific Sessions: 2022 Meeting Highlights. *Journal of the American Heart Association.* 12(8): e028695.
7. Woodard L, Gilbert L, **King B**, Adepoju O, Bruce MA, McDougle L, Moultry AM, Beech BM. (2023) Examining Black and Hispanic physicians and other healthcare providers' attitudes toward the COVID-19 vaccine. *Journal of the National Medical Association.* Epub Jan 5; 115(1): 53-65.
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King B. (2020) Health and Housing Equity: a new report released by the American Public Health Association. *The Medical Care Blog.* 10/12/2020. https://www.themedicalcareblog.com/health-and-housing-equity/

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King B, Foyt A. (2020) Framing Success for Supportive Housing Services. *The Medical Care Blog.* 6/11/2020. https://www.themedicalcareblog.com/supportive-housing-services/

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King B. (2019) Veteran Access to Hepatitis C Treatment. *The Medical Care Blog.* 5/9/2019. https://www.themedicalcareblog.com/hepc-geography-veterans/

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PRESENTATIONS (peer-reviewed)

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1. Elder W, **King B**, Smith B. Longitudinal Changes in Compassion, Concern for the Underserved and Well-Being Reported by Medical Students. Poster. 2024 Society of Teachers of Family Medicine Annual Spring Conference. Los Angeles, CA.
2. Powers S, **King B**. Prison Inmate Awareness of Heart Disease Status While Incarcerated in State and Federal Prisons, 2016. Poster. 2024 American Heart Association Epi | Lifestyle Conference. Chicago, IL.
3. **King B**, Attri S, Buck D. Differences in Cardiovascular Disease Burden, Screening, Education, and Care by Clinic Type in the 2022 Health Center Patient Survey (HRSA). Poster. 2024 American Heart Association Epi | Lifestyle Conference. Chicago, IL.
4. **King B**, Sanchez S, Medford D, Liaw W, Tran L, Arocha M, Adepoju OE, Woodard L, Moscoso B, Sharma I. Health-Harming Legal Needs Are Associated With Blood Pressure, Quality of Life, and Utilization. Poster. 2024 American Heart Association Epi | Lifestyle Conference. Chicago, IL.
5. Swamy S, Khorsandi S, Attri S, Nichols R, **King B**. Clinical, Demographic, and Geographic Trends in Cardiovascular Causes of Deaths Associated With Homelessness. Poster. 2024 American Heart Association Epi | Lifestyle Conference. Chicago, IL.
6. Castaneda A, Saldana G, Okeke CM, Pham C, Gilbert LR, **King B**. Factors Affecting Treatment Completion in Those with Substance Use Disorder or Dependence. Poster. 2024 Latino Medical Student Association, Southwest Region, Annual Regional Conference.
7. **King B**, Wheeler J, Synovec C. Design of a novel fidelity measure for use in accreditation of medical respite programs. Oral Presentation. 2023 American Public Health Association: Medical Care Section.
8. Tuli A, Escamilla C, Thomas S, Dhurjati VNN, Truong K, **King B**. Associations of exposure to homelessness with risk of tobacco smoking or e-cigarette use: A systematic review. Poster. 2023 American Public Health Association: Alcohol Tobacco and Other Drugs Section.
9. **King B**, Powers S. Prison inmate awareness of heart disease status and association with ADHD while incarcerated in state and federal prisons, 2016. Poster. 2023 American Public Health Association: Mental Health Section.
10. King J, Delorey C, **King B.** Panel Discussion: How Does Congress Allocate our Tax Dollars for Public Health and Foreign Wars (a collaborative session organized by the Peace Caucus and Medical Care section). Oral Presentation. 2023 American Public Health Association Annual Meeting: Medical Care Section and Peace Caucus.
11. Siddiqi S, Vargas S, Nguyen C, **King B**, Gilbert L, Le A, Nguyen A, Diep J, Nguyen BM. CEAL survey Examining Vietnamese Americans' level of trust in sources of information ad willingness to participate in COVID-19 clinical trials. Oral Presentation. 2023 American Public Health Association: Asian & Pacific Islander Caucus for Public Health.
12. Nguyen C, Le A, Siddiqi S, Vargas S, **King B**, Diep J, Nguyen A, Gilbert L, Nguyen BM. CEAL Survey: Vietnamese American health insurance coverage and challenges during the COVID-19 pandemic. Poster. 2023 American Public Health Association: Asian & Pacific Islander Caucus for Public Health.
13. Nguyen C, Le A, Siddiqi S, Vargas S, Nguyen A, Diep J, **King B**, Gilbert L, Nguyen BM. Qualitative study examining barriers and facilitators of COVID-19 vaccination in Vietnamese American youth. Poster. 2023 American Public Health Association: Public Health Education and Health Promotion Section.
14. Nguyen C, Le A, Siddiqi S, Vargas S, **King B**, Diep J, Nguyen A, Gilbert L, Nguyen BM. Examining health insurance and challenges among Vietnamese Americans during the COVID-19 pandemic through CEAL survey. Poster. 2023 American Public Health Association: Medical Care Section.
15. Sanchez S, Medford D, **King B**, Sharma I, Dobbins J, Liaw W, Tran L. Health-Harming Legal Needs are Associated with Blood Pressure, Quality of Life, and Utilization. Poster. 2023 North American Primary Care Research Group (NAPCRG) Annual Meeting.

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16. Danforth J, **King B**. Addressing the trauma of unsheltered homelessness through holistic encampment strategies – and the mental health consequences of callous politics. Workshop. 2023 NAMI Texas Conference.
17. Saldana G, Castaneda A, Pham C, Okeke CM, **King B**, Gilbert LR. The Role of Self-Help Groups on SUD Treatment Completion. Poster. 2023 Latino Medical Student Association National Conference.
18. Castaneda A, Saldana G, Pham C, Okeke CM, Gilbert LR, **King B**. The Effect of Medicaid Expansion on MAT Treatment Completion Completion Among Those with Opioid Use Disorder. Poster. 2023 Latino Medical Student Association National Conference.
19. **King B**, Nguyen A, Harrison S. Evaluating the Equity and Validity of a Novel Housing Prioritization Tool. Oral Presentation. 2023 National Health Care for the Homeless Council annual meeting.
20. **King B**, Alegria M, Azadi W, Alvarez A. Disparities in Age of Death in Individuals Experiencing Homelessness. Oral Presentation. 2023 National Health Care for the Homeless Council annual meeting.
21. Tran T, Truong K, Thomas S, **King B**. Dual Systematic Review Characterizing the Relationship Between Homelessness and Infectious Diseases. University of Houston, Undergraduate Research Day. Poster, 04/13/23.
22. Truong K, Tran T, Syed S, Philip S, Warren V, Benandi K, **King B.** Systematic Review of the Lower Perceived Access to Care Among Homeless Populations. University of Houston, Undergraduate Research Day. Poster, 04/13/23.
23. Warach SJ, Milling TJ, Lawrence P, **King B**; Lone Star Stroke Consortium Researchers. Optimal Delay Time to Initiate Anticoagulation after Ischemic Stroke in Atrial Fibrillation (START): A pragmatic, adaptive, randomized clinical trial. Poster. 2023 AHA International Stroke Conference.
24. **King B**. Tracking and Defining Mortality Associated with Homelessness in Harris County, 2009-2021: A Collaboration Between Public Health and Community Programs. Assistant Professor of Excellence (APEx) Lecture Series, 01/25/23.
25. **King B.** Violent Deaths Associated with Homelessness: 15 states, 2005-2017. UH Tilman J Fertitta Family College of Medicine Grand Rounds, 01/10/23.
26. **King B**, Childress C, Curran E, Frost L, Buck D. Surveillance of Mortality associated with Homelessness: Excess mortality estimates over time, geography, sex, and racial disparities. Oral Presentation. 2022 American Public Health Association.
27. Curran E, **King B**, Syed S, Escamilla C. Characteristics of Suicides associated with Homelessness: Cohort study of excess mortality and violent deaths across 15 states from 2003-2017. Oral Presentation. 2022 American Public Health Association.
28. Truong K, Tran T, Syed S, Philip S, Warren V, Benandi K, **King B**. Systematic Review of the Lower Perceived Access to Care Among Homeless Populations. Oral Presentation. 2022 American Public Health Association.
29. Syed S, Philip S, Warren V, Benandi K, **King B**. Systematic Review Identifies Increased Physical Activity associated with Experience of Homelessness. Poster. 2022 American Public Health Association.
30. Nguyen C, Gilbert L, Diep J, **King B**, Nguyen BM. CEAL Survey Exploring Impact of COVID-19 on Vietnamese Americans in Texas. Poster. 2022 American Public Health Association.
31. Chae M, Adepoju OE, **King B**, Luo J, Pierett J, Glasheen W, Dobbins J, Woodard L. Predictors of Participation in a Telephone-based Social Connectedness Intervention for Older Adults. Poster. 2022 American Public Health Association.
32. Berg L, Flowers K, Fraher D, **King B.** Teaching Empathy Through Lived Experience: Understanding Homelessness Course for Health Professionals. Poster. University of Texas Dell Medical School Educational Innovation, Research and Awards Symposium, 10/22.

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33. **King B**, Gai L, Thesen T, Martinez A, Buck D. Utilization trends in persons with homelessness experience varied by dementia comorbidity. Oral Presentation. 2022 Alzheimer's Association: Addressing Health Disparities, 06/21/22.
34. **King B**, Benandi K, Warren V. A Systematic Scoping Review of Sleep Disruption and Environmental Exposures Related to Homelessness. Oral Presentation. 2022 National Health Care for the Homeless Conference and Policy Symposium, 05/12/22.
35. Synovec C (panelists: Boyer A, **King B**). Rebuilding Systems: Adapting Housing Assessments to Prioritize Health, Equity, and Belonging. Oral Presentation. 2022 National Health Care for the Homeless Conference and Policy Symposium, 05/11/22.
36. Elder W, **King B**. Longitudinal Mission-Based Evaluation and Research (LMBER). Oral Presentation. 2022 Beyond Flexner Conference, 03/28/22.
37. Fraher D, Flowers K, **King B**, Berg L. Teaching empathy through lived experience: Development, application, and evaluation of the Understanding Homelessness course for health professionals. Poster. University of Texas Shine Academy 2022 Innovations in Health Science Education Annual Conference, 02/22.
38. Curran E, Chandler C, **King B**, Buck D. Homeless Status of Decedents in Harris County. Harris County Institute of Forensic Sciences Grand Rounds, 02/11/22.
39. **King B**. Increased risk and distinct characteristics of homicide victimization for persons experiencing homelessness, a study of 15 states, 2005-2017. Oral Presentation. 2021 American Public Health Association.
40. **King B,** Adepoju A, Woodard L, Shetty S, Oluyomi A, Zhang X, Adel Fahmideh M, Raza S, Gilbert L, Badr H. Impact of the early 2020 Lockdown on Social Networks and Mental Health symptom burden. Oral Presentation. 2021 American Public Health Association.
41. **King B,** Woodard L, Adepoju O, Mak R, Oluyomi A, Zhang X Adel Fahmideh M, Raza S, Gilbert L, Badr H. Identifying associations between Social Network Impacts and Health Behavior Changes unique to Chronic Illness status during onset of 2020 Lockdown. Oral Presentation. 2021 American Public Health Association.
42. **King B** & Gilvar J. Introduction to participatory design and validation of fair, effective housing prioritization tools. Facilitated Discussion. 2021 National Health Care for the Homeless Annual Meeting.
43. **King B**. Odds of Heart Disease and Arrhythmia Associated with Exposure Dose to Homelessness. Poster. 2021 AHA EPI | Lifestyle Conference. AHA Sandra A. Daugherty Award for Excellence in Cardiovascular Disease or Hypertension Epidemiology Nominee.
44. **King B.** Vulnerability model variance by gender, race, and ethnicity in housing prioritization tools may explain disparities in housing allocation. Oral Presentation. 2020 American Public Health Association.
45. **King B.** Under-reporting of medical conditions a bigger problem in housing prioritization assessment than over-reporting /gaming the system. Oral Presentation. 2020 American Public Health Association.
46. **King B.** Racial disparities in the new paradigm of penumbra approximated by MRI perfusion-diffusion mismatch: Targeting for stroke treatment. Poster. 2020 American Public Health Association.
47. **King B.** APHA policy on single payer. Oral Presentation. 2020 American Public Health Association.

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48. **King B**, Latour L, Luby M, Warach S. Racial Disparities in Perfusion-Diffusion Mismatch Targets. Poster. 2020 International Stroke Conference. ISC Health Equity and Actionable Disparities in Stroke-Understanding and Problem-solving (HEADS-UP) Award winner.
49. Lawrence P, Detry M, **King B,** Milling T, Warach S. Optimal Delay Time to Initiate Anticoagulation after Ischemic Stroke in Atrial Fibrillation (START). Poster. 2020 International Stroke Conference.
50. **King B,** Fleming V. Hepatitis C Treatment Efficacy and Treatment Completion Rates in patients with and without housing during treatment. Oral Presentation. 2019 American Public Health Association.
51. **King B,** Shamapant S, Warach S. Objective Measures of Improvement from Intensive Communication Therapy by Treatment Duration, Dose, and Density. Poster. 2019 American Public Health Association.
52. **King B.** Validation and Psychometric Testing of the Vulnerability Index – Service Prioritization Decision Assistance Tool. Facilitated Discussion. 2019 National Health Care for the Homeless Annual Meeting.
53. **King B,** Elliott C, Milling T. Simulating an Adaptive, Randomized, Clinical Trial of Dose-Response from Time to OAT Reinitiation (Restart) after ICH. Oral Presentation. 2019 World IntraCranial Hemorrhage (WICH) Conference.
54. **King B.** Heart Disease and Arrhythmia in a Sample Experiencing Homelessness: Epidemiology, Prior History, and Risk Factors. Oral Presentation. 2019 AHA EPI | Lifestyle Conference. AHA Award for Excellence in Research Addressing Cardiovascular Health Equity winner.
55. Dula A, **King B,** Luby M, Davis L, Latour L, Warach S. Ischemic Stroke Imaging and Outcomes: Differences between Sexes. Poster. 2019 International Stroke Conference.
56. Lawrence P, Detry M, **King B,** Milling T, Warach S. Optimal Delay Time to Initiate Anticoagulation after Ischemic Stroke in Atrial Fibrillation (START). Poster. 2019 International Stroke Conference.
57. **King B,** Shamapant S, Warach S. Objective Measures of Improvement from Intensive Communication Therapy by Treatment Duration, Dose, and Density. Oral Presentation. 2019 International Stroke Conference.
58. **King B,** Muddiman A, Mahlmann O, Milling T. Reinitiating Oral Anticoagulation Therapy after Intracranial Hemorrhage: Identifying the Timing, Setting, and Changes to Treatment. Poster. 2018 American Public Health Association.
59. **King B,** Shamapant S, Warach S. Validation of an Ordinal, 6-item Functional Outcome Scale for Speech and Language Disability in Stroke: the Communication Disability Scale. Poster. 2018 American Public Health Association.
60. **King B.** A Three Factor Model of Vulnerability for Individuals Experiencing Homelessness. Oral Presentation. 2018 American Public Health Association.
61. **King B,** Dula A, Luby M, Latour L, Warach S. The Probability of an Endovascular Intervention Target Independent of Time from Last Known Well. Poster. 2018 International Stroke Conference.

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62. Dula A, **King B**, Luby M, Davis L, Latour L, Warach S. The Probability of Ischemic Stroke Endovascular Targets: Extended Treatment Window for Women. Oral Presentation. 2018 International Stroke Conference.
63. Warach S, **King B**, Shamapant S. Validation of an Ordinal, 6-item Functional Outcome Scale for Speech and Language Disability in Stroke. Oral Presentation. 2018 International Stroke Conference. ISC Stroke Rehabilitation Award winner.
64. Dula A, **King B**, Davis L, Latour L, Warach S. Women's Imaging of Stroke Hemodynamics Study (WISHeS). Poster. 2018 International Stroke Conference.
65. Warach S, Milling T, Lawrence P, **King B.** Optimal Delay Time to Initiate Anticoagulation after Ischemic Stroke in Atrial Fibrillation (START). Poster. 2018 International Stroke Conference.
66. **King B.** Health Vulnerability in Individuals Experiencing Homelessness: Patterns of Association and Mediation of Racial and Sex Disparities in a Coordinated Assessment. Poster. 2018 American Public Health Association Annual Meeting. APHA Caucus on Homelessness Student Award winner.
67. **King B,** Thorngren C, Winegar A, Hydari I, Ledet S, Robertson H, Milling T. Innovative Approaches to Age Adjustment of D-Dimer Values for Pulmonary Embolus Across a Hospital Network. Poster. 2018 American Public Health Association Annual Meeting.
68. Thorngren C, Winegar A, **King B,** Hydari I, Ledet S, Robertson H, Milling T. Applying Age Adjusted D-Dimers for Pulmonary Embolus Across a Hospital Network. Oral Presentation. 2017 Society for Academic Emergency Medicine Annual Meeting. Academy of Geriatric Emergency Medicine (AGEM) Award winner.
69. Berg L, **King B,** Koenig J, Adair J, Tirado C. Impact of Work and Economic Stress on Musician Mental Health Burden in the 'Live Music Capital of the World'. Oral Presentation. 2017 Innovation in Healthcare Delivery Systems Symposium.
70. **King B,** Salazar M, Petty P. Gender and Race Disparities of Individuals Experiencing Homelessness: Medical, Trauma, and Injury History, Risk Factors and Service Utilization within the Coordinated Assessment. Poster. 2017 St. David's Center for Health Promotion & Disease Prevention Research in Underserved Populations Annual Conference.
71. **King B,** Berg L, Koenig J, Pierson B, Tirado C. Impact of Work and Economic Stress on Musician Mental Health Burden in the 'Live Music Capital of the World.' Poster. 2017 St. David's Center for Health Promotion & Disease Prevention Research in Underserved Populations Annual Conference.
72. McCaslin K, Dula A, **King B,** Warach S. Sex Differences in Stroke Risk Factors and Severity at Presentation. Poster. 2017 International Stroke Conference.
73. Dula A, Luby M, **King B,** Davis L, Latour L, Warach S. Sex Differences in Therapeutic Targets in Ischemic Stroke. Poster. 2017 International Stroke Conference.
74. Tabas I, **King B,** Milling T, Daley M. Effect of Comorbidities on Hemostatic Recovery After Coagulopathy Reversal with 4-Factor Prothrombin Complex Concentrate. Poster. 2016 American Public Health Association Annual Meeting.

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75. Berg L, **King B,** Koenig J, McRoberts L. Popular Musician Attitudes Regarding Mental Health Services. Oral Presentation. 2016 Performing Artists Medical Association Meeting.
76. Berg L, Koenig J, **King B,** McRoberts L. Musician Mental Health Service Delivery and Impact in the Live Music Capital of the World. Oral Presentation. 2016 McCombs Business School Healthcare Symposium.
77. Warach S, **King B,** Chandler K, Topel C, Tabas I, Morton J, Milling T. Feasibility Of Mobile, Wearable Telestroke Devices. Poster. 2016 International Stroke Conference.
78. Murthy M, Helmink B, **King B,** Milling T, Murphy M, Tabas I, Peterson E, Daley M. Does Early PCC Administration Influence Outcomes for Warfarin-Associated Intracranial Hemorrhage? Oral Presentation. 2016 Society of Critical Care Medicine.
79. Helmink B, **King B,** Milling T, Murphy M, Tabas I, Murthy M, Shuman C, Daley M. Efficacy and Safety of 4-PCC for Coagulopathy Reversal Stratified by FDA Approval Status. Oral Presentation. 2016 Society of Critical Care Medicine.
80. Adamson R, Peterson E, Knight T, **King B**. Prevalence of drug-drug interactions with the novel oral anticoagulants (NOACs). Poster. 2015 American Society of Health-System Pharmacists Midyear Clinical Meeting.
81. Warach S, **King B**, Chandler K, Hartman A, Milling T. Assessment of the Feasibility of Using Wearable Technology as an Innovative Tool for Telestroke Services: Initial Results of Google Glass Evaluation. Poster. 2015 European Stroke Organisation Conference.
82. Held T, Barrera P, Arroyo M, **King B**. Transforming Care Delivery Through the Development of Street Medicine Approach to Mobile Health. Oral Presentation. 2015 University of Texas Healthcare Initiative Symposium.
83. Wilbert C, Shea K, **King B,** Garrett S, Ziebell C. Retrospective Evaluation of an Antimicrobial Stewardship Treatment Pathway for the Management of Cystitis and Acute Uncomplicated Pyelonephritis in an Emergency Department Setting. Poster. 2012 American Society of Health Systems Pharmacists Annual Meeting.
84. **King B**, Pease D, Gore D. Epidemiology, Evaluation, and Data Management Impact for Homeless Populations. Oral Presentation. 2012 National Health Care for the Homeless Council Annual Meeting.
85. Milling T, Higginbotham E, **King B**, Taylor D, Barron G, Crocker P. PEWS Assessment in the Emergency Department Halves Unanticipated In-Hospital Transfers to a Higher Level of Care. Poster. 2012 Society for Academic Emergency Medicine Scientific Assembly.
86. Ziebell C, Crocker P, Wood R, **King B**, Cooper H, Rice C, Milling T. Review of Methicillin Resistant Staphylococcus Aureus Treatment Outcomes in the Emergency Department. Poster. 2011 American Academy of Emergency Medicine Scientific Assembly.
87. Buck D, Brown C, **King B**. Evaluation of Medical Student Attitudes through Assessment of Two Attitudinal Inventories: the HPATHI and the ATHI. Poster. 2010 Society for Teachers of Family Medicine: Conference on Medical Student Education.

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88. McMorries R, Crocker P, Spear D, Weston R, Kempema J, Polden H, Summers M, **King B**, Milling T. Focused Assessment with Sonography for Trauma (FAST) on the helicopter ambulance: A feasibility study. Poster. 2010 American College of Emergency Physicians Research Forum.
89. Ziebell C, Crocker P, Wood R, **King B**, Cooper H, Rice C, Milling T. Review of Methicillin Resistant Staphylococcus Aureus Treatment Outcomes in the Emergency Department. Poster. 2010 Central Texas Clinical Research Forum.
90. McMorries R, Crocker P, Spear D, Weston R, Kempema J, Polden H, Summers M, **King B**, Milling T. Focused Assessment with Sonography for Trauma (FAST) in Aeromedical Transports: An Efficacy Study. Oral Presentation. 2010 Society for Academic Emergency Medicine Western Regional Scientific Assembly.
91. McMorries R, Crocker P, Spear D, Weston R, Kempema J, Polden H, Summers M, **King B**, Milling T. Focused Assessment with Sonography for Trauma (FAST) on the helicopter ambulance: An efficacy study. Poster. 2010 American Academy of Emergency Medicine Scientific Assembly.
92. **King B**, Brown C, Buck D. Evaluation of Differences and Changes in Medical Student Attitudes through Assessment and Comparison of Two Attitudinal Inventories: the HPATHI and ATHI. Oral Presentation. 2009 American Public Health Association Scientific Assembly.
93. Abello A, Brieger B, Ziebell C, Dear K, Milling T, **King B**. Care plan program reduces the number of visits for high-utilizing psychiatric patients in the emergency department. Poster. 2009 American College of Emergency Physicians Scientific Assembly.
94. Abello A, Brieger B, Ziebell C, Dear K, Milling T, **King B**. Impact of enrollment in the emergency department (ED) High Alert Program (HAP) on high-utilizing psychiatric patients' service patterns. Poster. 2009 Central Texas Clinical Research Forum. *Winner: First Place Poster.*
95. Crocker P, Milling T, **King B**. Bicycle Helmets Impact in Prevention of Traumatic Brain Injury. Poster. 2009 Central Texas Clinical Research Forum.
96. Crocker P, Zad O, Milling T, Maxson T, **King B**, Whorton E. Human cytokine response to Texas Crotaline envenomation before and after antivenom administration. Poster. 2009 Central Texas Clinical Research Forum.
97. **King B,** Fernando R, Bull L, Williams L, McCurdy S. Role of public health in a student-run health clinic. Oral Presentation. 2008 American Public Health Association Conference.
98. Welsh K, McCurdy S, Patel C, Williams L, Agbim U, Fernando R, **King B,** Buck D, Bull L. Houston Outreach Medicine, Education, and Social Services' (HOMES) homeless population demographics, descriptions and barriers to care. Poster. 2007 American Public Health Association Conference.

FUNDED RESEARCH (current)

Principal Investigator. "Identifying Opportunities for Interventions to Prevent Overdose Deaths Associated with Homelessness." University of Houston (UH) HEALTH Center for Tobacco and Addictions Research (NIMHD R03 equivalent; 10/2023-10/2024). $50k direct costs.

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Principal Investigator. "Trends in Mortality Rates and Causes of Death Among People Experiencing Homelessness in Harris County." University of Houston (UH) Small Grants Award (03/2022-12/2023). $6k direct costs. Award #I0508176.

FEDERALLY FUNDED RESEARCH (completed)

Principal Investigator/Contractor. "Characteristics and Circumstances Associated with Violent Deaths in Homelessness." National Violent Death Reporting System (NVDRS) New Investigator Research Award. (08/2020-01/2021). $5k direct costs.

Research Scientist; grant writer. "A Patient Centered Approach to Restarting Oral Anticoagulant Therapy After Major Hemorrhage". National Heart, Lung and Blood Institute. #1K23 HL 127227-01. PI: Truman Milling, MD.

Research Scientist; grant writer. "Innovative trial design for the timing of restarting anticoagulants after major hemorrhage". National Heart, Lung and Blood Institute. #X01 HL 143311-01. PI: Truman Milling, MD.

Project Manager; sub-award, grant writer. "Neurological Emergencies Treatment Trials Southeast Texas Clinical Site Hub". National Institute of Neurological Disorders and Stroke. Principal Investigator: Elizabeth Jones, MD.

Spoke Coordinator; sub-award. "POINT: Platelet-Oriented Inhibition in New TIA and minor ischemic stroke". National Institute for Neurological Disorders and Stroke. FOA: R01 NS062835-01; FDA IND #: waived. National PI: S. Claiborne Johnston, MD, PhD.

Spoke Coordinator; sub-award. "Progesterone for the Treatment of traumatic brain injury: Experimental Clinical Trial (ProTECT)". National Institute of Neurological Disorders and Stroke. FOA: U01 NS062778; 104118. National PI: David Wright, MD.

Site Coordinator; sub-award. "Transforming Traumatic Brain Injury Research and Clinical Care". National Institutes of Health: Recovery Act Limited Competition for NIH Grants: Research and Research Infrastructure Grand Opportunities (RC2). FOA: OD09-004; 1RC2 NS069409-01. National PI: Geoff Manley, MD PhD.

Spoke Coordinator; sub-award. "Rapid Anticonvulsant Medication Prior to Arrival Trial (RAMPART)". National Institute of Neurological Disorders and Stroke. FOA: 201 NS056975. National PI: Robert Silbergleit.

FUNDED RESEARCH (completed)

Principal Investigator. "Systematic Review of the relationship between Homelessness and Progression of Cardiovascular Disease." University of Houston (UH) New Faculty Program Award. (03/2021-09/2022). $6k direct costs. Award #000181666.

Statistician / Research Scientist. "Lone Star Stroke Consortium". State of Texas, Department of State Health Services: 2016-048097-001. $5M direct cost per biennium. PI: Steven Warach, MD PhD.

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Research Scientist; grant writer. “Optimal Delay Time to Initiate Anticoagulation after Ischemic Stroke in Atrial Fibrillation (START)”. State of Texas, Department of State Health Services. $1.2M direct cost per biennium. PIs: Steven Warach, MD PhD & Truman Milling, MD.

Research Scientist; grant writer. “Independent and Combined Assessment of Risk Factors and Imaging Markers in a Retrospective Stroke Cohort: a multi-site study (MVT-AF)”. State of Texas, Department of State Health Services. $400,000 direct cost per biennium. PI: Steven Warach, MD PhD.

INDUSTRY FUNDED RESEARCH (completed)

Co-Investigator, industry contract. “Tenecteplase in Stroke Patients Between 4 and 24 Hours (TIMELESS)”. NCT03785678. Genentech, Inc. PI: Steven Warach, MD PhD.

Statistician / DSMB Member; grant writer. “Comparison of a Breath Enhanced High Density Jet Nebulizer with a Standard Jet Nebulizer for the Treatment of Children with a Moderate to Severe Asthma Exacerbation in the Emergency Department”. Nebutech, Inc. $150,000 direct cost. PI: Matt Wilkinson, MD.

Statistician; grant writer. “Examining the Feasibility of Using Wearable Technology as an Innovative Tool for Telestroke Services in a Rural Environment”. Genentech Foundation. $300,000 direct cost. PI: Steven Warach, MD PhD.

Data analyst; grant-writer. “Dabigatran reversal strategies, a multi-center retrospective review”. Boehringer Ingelheim. $150,000 direct cost. PI: Truman Milling, MD.

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BRITTANI MANZO

(732) 278-1652 • BMANZO.CONSULTING@GMAIL.COM • WASHINGTON, DC

Brittani is a housing and homelessness policy strategist and coalition-builder with expertise in community-driven and anti-racist policymaking, federal and Congressional advocacy, and strategic partnerships and planning, now based in Washington, DC, hailing from New Jersey.

Brittani Manzo Consulting June 2021 – Present

Advisor, Facilitator and Coach

- Provides technical assistance to homeless service providers and system leaders who are seeking to end homelessness, advance racial equity, engage and move power to people with lived experience, and integrate best practices into service provision and systems design.
- Supports communities in designing and implementing homeless service system transformation initiatives, including recent efforts statewide in Oregon, Seattle/King County, Detroit, and San Francisco.
- Advises national, state, and local system leaders on systemic change management in service of preventing and ending homelessness, and anti-racist policymaking, community engagement, and communications.

National Innovation Service October 2018 – June 2021

Director of Public Policy

- Designed and managed national housing justice and homelessness policy advocacy, analysis, strategic partnerships, and coalition-building on issues related to racial justice, housing, homelessness, and economic relief. Responsibilities included:
  - Representing NIS in the National Coalition for Housing Justice, the National Low Income Housing Disaster Housing Recovery Coalition, and A Way Home America's Policy Squad.
  - Developing national tools and guidance, such as the Equity-Based Decision-Making Framework, Community Assessments, and informing the Framework for an Equitable COVID-19 Response.
  - Serving as a founding Leadership Committee member of the National Racial Equity Working Group and leads the group's policy advocacy. In that capacity, launched the National Racial Equity Working Group educational campaign.
  - Advising national coalitions, think tanks, and advocacy groups on effective policy development, messaging, and coalition-building.
- Led the firm's housing and homeless service system policy redesign process, including:
  - Supporting elected local executives, legislators, government agencies, nonprofit service providers, community coalitions, and philanthropic and business sector leaders in community engagement, strategic planning, anti-racist policy development, budgeting, and prioritizing competing needs and political priorities.
  - Leading policy audits to map federal, state, and local regulatory, statutory, and provider-level policies that reinforce structural racism and systemic inefficiencies.
  - Leading policy research and co-design processes to develop new program, system, and governance models in partnership with communities, centering the perspectives and leadership of people who have experienced homelessness.

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- Products resulting from this work include: A Way Home America's New Deal for Housing Justice Housing Pillar and the Transformative Justice Pillar, King County and Seattle's 10 Actions, Detroit's Housing Justice Roadmap (not yet published).

Chief of Staff February 2020 – March 2021

- Facilitated $1.2M in project-based business development. Oversaw $2M annual budget. Managed finance, operations, and cross-functional team collaboration.
- Led internal operations and organizational strategy, advised other senior leadership in project management, business development, and partnership building.
- Managed five team members, as well as fundraising, business development, and human resources portfolios during different stages of organizational development.

U.S. Interagency Council on Homelessness April 2016 – October 2018
Policy Advisor

- Led consensus building, policy development, guidance, and implementation to improve the federal response to family and chronic homelessness and on issues that intersect with homelessness, including structural racism, affordable housing, domestic violence, foster care, and health care.
- Managed key public-private partnerships and relationships with 19 federal agencies. Private sector partners included philanthropic leaders, think tanks, advocacy groups, and coalitions.
- Launched and led the agency's racial equity portfolio. Created the agency's first racial equity framework for anti-racist policy development, guidance on racial equity for communities, and built and strengthened partnerships to further racial equity within the federal government, and supported staff in developing their own anti-racist analysis.
- Advised on political strategy and drafted core elements of the Federal Strategic Plan to Prevent and End Homelessness. Managed the Federal Regional Interagency Engagement Strategy effort to foster collaboration among regional officials.

United States Institute of Peace January 2011 – March 2016
Program Officer

- Led policy analysis, messaging, and programming related to the Israeli-Palestinian conflict, in addition to fundraising and overseeing grant administration in the region. Led the design, monitoring, management, and evaluation of training and research projects focused on supporting Palestinian civil society and peacebuilding initiatives.
- Built partnerships with U.S. government agencies, donors, and NGOs to support international policy development and to support local capacity building with Palestinian and Israeli organizations.
- Built and sustained institutional buy-in to prioritize the portfolio in the Institute's budget allocations, organizational strategy, and in public-private partnerships. Conducted media interviews, college lectures, and participated in public events related to international policy, grassroots community-building, and the politics of the Middle East.

Education

Georgetown University, M.A. in Conflict Resolution, Department of Government (2011)

New York University, B.A. in Journalism and Middle Eastern and Islamic Studies (2009)

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REYNA O. ANDERSON

7806 Carrotwood Ct ♦ Houston, Texas 77049 ♦ (832) 795-2831 ♦ reyna.anderson@gmail.com

EDUCATION

AVE MARIA SCHOOL OF LAW, Naples, FL *J.D.*, December 2019
- Studied International Human Rights Law in Latin America under UNHRC member in San Jose, Costa Rica
- Studied International Human Trafficking Policy and Protocol in Madrid, Spain

UNIVERSITY OF ST. THOMAS, Houston, Texas *M.A.,* Faith & Culture, May 2015
- Studied Ecumenical and Interreligious Movements at Centro Pro Unione in Rome, Italy

BAYLOR UNIVERSITY, Waco, Texas *B.A.,* Environmental Studies, August 2012
- Studied Intercultural philosophy and communication at University of Maastricht in Maastricht, Netherlands

EXPERIENCE

Independent Consultant, Houston, Texas 12/2022-present
- Provides policy analysis and expertise regarding displaced populations and human rights issues

Hope Border Institute, El Paso, Texas 12/2022-08/2023
Executive Assistant
- Delivered high-level administrative support as a liaison for strategic diplomatic outreach
- Provided thought partnership to the executive director through sound counsel, ad-hoc analysis and decision support

Researcher Writer
- Researched and drafted articles, biographies, and speeches regarding root causes of migration for both domestic and international migration policies

University of St. Thomas, Houston, Texas 02/2022-12/2022
Assistant Director of Community Partnerships, Nesti Center for Faith & Culture (MAFC)
- Coordinated ongoing conferences, symposia, ecumenical and interreligious events, and lectures as part of an initiative to engage civic society in dialogue about current social justice issues
- Organized and facilitated listening sessions with vulnerable populations for Pope Francis' Synod on Synodality

Career and Recovery, Houston, Texas 04/2021-08/2021
Contractor, City of Houston Pilot Program
- Contracted to launch a workforce program to employ individuals living in homeless encampments

Alliance Defending Freedom International, United Nations Headquarters New York**,** NY 03/2020-03/2021
Legal Fellow
- Strategic advocacy outreach to diplomat allies
- Prepared UN submissions, white papers, position memos, and media pieces

Permanent Observer Mission of the Holy See to the United Nations 8/2018-12/2018
Legal Fellow following Special Political and Decolonization Committee (Fourth Committee)
- Reported daily on Fourth Committee and authored final committee report
- Appointed to analyze and report on high-level debates for the 73rd session of the UN General Assembly and Security Council

Human Trafficking Clinic, Ave Maria School of Law 8/2017-5/2018
Advanced Clinician
- Represented undocumented survivors of sex and labor trafficking, and other forms of violence
- Organized and engaged in community outreach and training for Human Trafficking Awareness campaign

SKILLS & OTHER EXPERIENCE

Languages: Spanish (Fluent: Speak, Write, Read and Translate); Portuguese (Beginner: Conversational, Read and Translate)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Danforth Consulting LLC

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

Viam Advising

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

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2039 Tarfite Place

6 City, state, and ZIP code

Houston, TX 77077

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

9	9	–	1	8	0	6	5	1	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | **Date** 3/28/2024

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

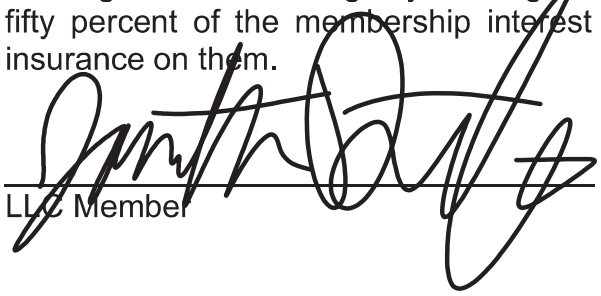
Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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SINGLE MEMBER LLC WORKERS' COMPENSATION INSURANCE WAIVER

I am a working member of the following limited liability company (LLC) and I own fifty percent or more of the membership interest in this LLC: Danforth Consulting LLC dba Viam Advising. I am performing work as an independent contractor for the City of Sedona. I am not an employee of the City of Sedona for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City of Sedona. I understand that if I have any employees working for me, including any working members of the above-mentioned LLC who own less than fifty percent of the membership interest in this LLC, I must maintain workers' compensation insurance on them.



LLC Member

05/20/24

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Danforth Consulting, LLC DBA Viam Advising 2039 Tarfite Place Houston, TX 77077	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	P101.715.288.2	04/03/2024	04/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ S/T Gen. Agg.
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		P101.715.288.2	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 1,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y	Y	P103.091.672.1	03/07/2024	03/07/2025	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

The City of Sedona, The State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, employees and volunteers are listed as additional insureds subject to policy terms and conditions. The General Liability is primary/non-contributory and The General and Professional are endorsed with waiver of subrogation in favor of the certificate holder(s). The Business Owners Policy is endorsed with Hired and Non-Owned Auto coverage up to the policy's liability and medical expense limit of $1,000,000 subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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ii. send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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CITY COUNCIL AGENDA BILL

AB 3209
April 22,2025
Appointments

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding the appointment of Planning & Zoning Commissioners.

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

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Recommend approval ABS 4/11/25

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

SUMMARY STATEMENT

Background:

The Planning & Zoning Commission previously advertised seeking applicants to fill three (3) open seats on the Commission with an application deadline of September 3, 2024. The vacancies are the result of three (3) current members terms approaching expiration. A total of five (5) applications were received for the vacancy, including two (2) incumbents.

The Selection Committee, made up of Mayor Scott Jablow, Vice Mayor Holli Ploog, and Chair Kathy Levin, interviewed two (2) of the new applicants on October 7, 2024. One (1) of the new applicants withdrew his application on October 5, 2024.

The Selection Committee unanimously recommended the reappointment of Charlotte Hosseini and Will Hirst to seats on the Planning & Zoning Commission and requested the one (1) remaining vacancy be reposted. On November 12, 2024, City Council reappointed Charlotte Hosseini and Will Hirst to the Planning and Zoning Commission.

The Planning & Zoning Commission reposted the vacancy seeking applicants. A total of three (3) applications were received. One (1) of the new applicants withdrew his application on March 13, 2025.

The Selection Committee interviewed the two (2) new applicants on April 1, 2025. Both applicants had the qualifications desired by the Selection Committee. Due to a seat on the commission expiring on October 31, 2025 and knowing the Commissioner will not be seeking reappointment, the Selection Committee recommended Rob Smith for appointment to the Planning & Zoning Commission with a term beginning immediately and ending October 31, 2027, or until a successor is appointed, whichever is later. They also recommended Harmony Walker for appointment to the seat expiring on October 31, 2025 with a term beginning on November 1, 2025, and ending October 31, 2028, 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 current and/or future vacancy be reposted.

MOTION

I move to: appoint Rob Smith to a seat on the Planning & Zoning Commission for a term that will begin immediately and end October 31, 2027, or until a successor is appointed, whichever is later; and, appoint Harmony Walker to a seat on the Planning & Zoning Commission for a term beginning on November 1, 2025, and ending October 31, 2028, or until a successor is appointed, whichever is later.

RECEIVED

FEB 17 2025

CITY OF SEDONA
CITY CLERK'S OFFICE

PLANNING AND ZONING COMMISSION APPLICATION

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 SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes ☐ No ☑

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Rob Smith

MAILING ADDRESS: [redacted]

(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted]

(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** [redacted]

EMAIL: [redacted]

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

Tuesday and Thursday

Sedona residency is a requirement to serve on the Planning and Zoning Commission.
Do you live within the incorporated boundaries of the City of Sedona? Yes ☑ No ☐

If so, for how many years? 5

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes ☑ No ☐ If so, for which board/commission and for what length of term?

Citizen Budget Review Committee where I learned much about the operations of the city.

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

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

After graduating from Iowa State University, I practiced architecture in Des Moines, Iowa from 1979 until my retirement at the end of 2020. I started my own office in 1981 and retired as CFO/shareholder of a 55 person architectural firm with four offices where I managed the Des Moines office. The practice focused on some residential but mostly the commercial, institutional, education, and healthcare markets. As a principal I dealt with the planning and zoning commisions of many municipalities in the greateer Des Moines market of 500,000 people. I had a positive working relationship with city staff and always strived to find consensus for our projects.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

As CFO of a 55 person architectural with 10 shareholders, I served on the executive board of 3 shareholders. Consensus among shareholders was important. I have good listening skills and I build consensus by understanding the other person's view point. Then I ask questions to uncover the truth and work to a common understanding.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

Every project submitted to the commision deals with city regulations, city staff, budgets, and an owner/developer. I have found within the many city ordinances not everything is black and white. The city staff usually follows the rules as they should. However the commision is to deal with the grey issues. How can a great project for the city better serve our community. Where are the places for compromise to have a great project move forward. And perhaps most importantly, the commision understands the merit of the project and can explain the reasons for approval or denial to the citizens of Sedona.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

Over 40 years of architectural practice have provided experience in each of those areas and more. I worked with consultants in civil, structural, mechanical, and electrical engineering as well as cost consultants. Proper traffic flow, manueverability, and parking issues were present in nearly all projects.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Since there is little available land for commercial development each project is special. The city deserves the best in each case. Multi family housing is important so the commision should take opportunities to work with developers in this market and have a positve response in the review process. Lastly it appears there is a public outcry against additional hotel projects. Therefore each hotel submittal should require a critical eye.

What do you hope to accomplish as a Planning and Zoning Commission member?

Bring my experience and wisdom to the commission and assist in making every project the best we can for the city. There is not much available land so each new structure is very important to the landscape of our city. Also as a retired architect I have years of experience reviewing design and drawings and can assist other commision members in understanding the project. Nowadays project drawing submittals can be quite extensive and I know where to look to understand the big issues a project brings to the table.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Absolutely.

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

Yes

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

The community plan is the 10 mile high view of what is important to the city. Overall goals are stated for development at many levels.

The land development code addresses detail requirements for projects such as zoning districts and what is allowed in each classification.

The design review manual provides a road map for the project team to submit drawings and information that will be acceptable to the city.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

First, thoroughly review the project and come to a basis of knowledge for the proposal. Second, share any positive or negative planning issues I may have with other commision members. If different than other commisioners, ask questions to understand their point of view. Third, circle back to the staff or developer to clarify questions we may need to gain consensus.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

That's a tough question because if a project meets zoning regulations and design requirements it is difficult to deny "just because". In this case I would first discuss my personal issues with the commision to see if anyone shares my concern. If no one does, then I strongly support the majority rules. I may still vote my conscience and would move on from there.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

RECEIVED

JAN 21 2025

CITY OF SEDONA
CITY CLERK'S OFFICE

PLANNING AND ZONING COMMISSION APPLICATION

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 SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes ☐ No ☑

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Harmony Walker

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

HOME ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** [redacted]

EMAIL: [redacted]

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

Sedona residency is a requirement to serve on the Planning and Zoning Commission.
Do you live within the incorporated boundaries of the City of Sedona? Yes ☑ No ☐

If so, for how many years? 2.5

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

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

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

Construction Management BS, Various Positions in Residential and Commercial builders. I've been an Estimator, Scheduler and Project Manager.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

I'm willing to listen to both sides and not afraid to ask questions to better understand.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

To understand the local zoning rules and help the city gauge what will be best for the community and city.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

I've worked for various construction companies that required me to read and interpret all sorts of plans, from concrete, to houses, to asphalt. I have an eye for design and appreciate the fact that Sedona has worked hard to create a city aesthetic that doesn't take away from the natural beauty. While looking for a home in West Sedona (took 2.5 years and 5 moves) We stayed in many different homes and neighborhoods giving me a quick idea of how Sedona is laid out. I've driven most of the roads in a car or on a bike, with my children. We know what roads to avoid and which are best to avoid traffic.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Growth and tourism and affordable housing. Sedona is landlocked, filled with millions of tourists, a work force who can't afford to actually live in Sedona and families who are trying to navigate through the growing pains.

What do you hope to accomplish as a Planning and Zoning Commission member?

I'd like to help give a voice to the families of Sedona. We live here, work here and are trying to raise our kids here. I'd like to help make Sedona a more family friendly community.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Yes.

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

No, but will if appointed.

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

I'll be researching all perspectives I can. I'll be asking the community first hand for their opinions and gathering information wherever possible.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

I'd be sure to voice my reservations and ask more questions until I feel comfortable.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

HARMONY WALKER

[redacted]

Objective

I desire to share my knowledge and expertise for the Sedona Planning & Zoning Commission Committee.

Qualifications

Actually living in West Sedona with my family for 2 years. Navigating through Sedona traffic. Prior work experience in Residential Building.

Work History

November 2014 - 2021
Owner of The Salt Project Website - Creates website articles and social media blasts all about things to do in Utah

January 2008 – 2012
Overland Construction/DaVinci Homes | Salt Lake City, UT
Estimator/Supervisor - Generate take-offs, collect and compile estimates, manage job flow, create schedules and specification books, deal directly with architects and subcontractors.

January 2007 – December 2007
GT Builders | Cedar City, UT
Supervisor - Managed job flow by creating schedules, selecting and ordering building materials and dealing directly with the clients and subcontractors.

March 2005 – May 2006
Blackburn & Associates | Cedar City, UT
Estimator / Scheduler - Job estimates and schedules for construction projects.

Education

Bachelor of Science: Construction Management
August 2003 – May 2006
Southern Utah University | Cedar City, UT

August 2003 – December 2005
Southern Utah University | Cedar City, UT
Associated Degree: Construction Technology

CITY COUNCIL AGENDA BILL

AB 3127
April 22, 2025
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include regulations for constructing Private Sport Courts (such as pickleball, tennis, and basketball courts). Case Number: PZ25-00001 (LDC) Applicant: City of Sedona

Department	Community Development/Cari Meyer
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	October 9, 2024 (Work Session)
Exhibits	A. April 22, 2025 Proposed LDC Revisions B. Ordinance C. Planning and Zoning Commission meeting minutes, March 18, 2025

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Reviewed 4/10/25

Expenditure Required
$
Amount Budgeted
$
Account No. (Description)

SUMMARY STATEMENT

This agenda item provides for a public hearing and an opportunity for discussion/possible action regarding revisions to the Land Development Code (LDC) as recommended by the Planning and Zoning Commission (Commission). The proposed revisions to the LDC are in Exhibit A.

Background:

The LDC contains the standards for development in Sedona. While the code is comprehensive, it is constantly evaluated for potential updates to address changing conditions and needs within the City. Proposed changes are initiated by the City (by Staff or through direction from the City Council or Planning and Zoning Commission) and are brought to the Planning and Zoning Commission and City Council as needed.

The currently proposed changes are in response to the City Council's Work Session held on October 9, 2024, regarding the construction of sport courts on private property and the potential impacts such courts may have on a neighborhood.

The proposed revisions are attached as Exhibit A. These revisions are organized by Article and Section in the same order as the LDC. This table includes the relevant section number, the current code language, the proposed code language, and an explanation of the purpose of the proposed change or any additional information relevant to the change. The strikethrough text and red underline text represents amendments made by the Planning and Zoning Commission to Staff's original recommendation with an explanation for the Commission's change in the "Notes" column to the right.

LDC Section 8.6.C(4) provides approval criteria for text amendments to the LDC. The criteria state that the Planning & Zoning Commission and City Council shall consider whether and to what extent the proposed amendment:

a. Is consistent with the Sedona Community Plan, Community Focus Area Plans, other adopted plans, and other City policies;

b. Does not conflict with other provisions of the LDC or other provisions in the Sedona Municipal Code;

c. Is necessary to address a demonstrated community need;

d. Is necessary to respond to substantial changes in conditions and/or policy; and

e. Is consistent with the general purpose and intent of the LDC.

The changes being proposed are outlined below.

Private Sport Courts

Based on the Work Session held with City Council in October 2024, the following LDC revisions are proposed:

- Create a separate use category for sport courts
- Include standards for construction, including setbacks, fences/walls, prohibition of rental of courts separately from the house, limit the number of courts on a property, prohibit lighting of courts.

Noise Ordinance

At the October 2024 Work Session, Council also requested that Staff review the noise ordinance to determine if any changes are needed to address potential noise impacts from sport courts. After reviewing the current noise ordinance (City Code Chapter 8.25, Noise Regulations) and specifically Chapter 8.25.060, Unnecessary noise in residential areas, Staff believes that the noise ordinance, as currently written, is adequate to address the concerns raised by community members regarding sport courts and is not recommending any changes to the noise ordinance.

Approval Criteria

In Staff's opinion, these changes are consistent with the approval criteria in LDC Section 8.6.C(4). They are consistent with the general purpose and intent of the LDC as well as adopted plans and policies, are being proposed in response to community needs, and do not conflict with other LDC provisions.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing for the proposed revisions on March 18, 2025. The Commission was in general support of the proposed revisions, but made the following changes to Staff's recommendation:

- Allow sport courts as a conditionally permitted accessory use.
    - Staff's recommendation was for an accessory use (no Conditional Use Permit)
    - Having courts as a conditionally permitted use will require Planning and Zoning Commission review of a CUP, including noticing of property owners within 300 feet of the subject property and a public hearing.
- Adding in hours of operation, 8:00 am to 8:00 pm
    - Staff's recommendation did not have a time limitation, but had a prohibition of lighting of courts, which would limit play to daylight hours.
- Adding that temporary or permanent lighting of courts is prohibited.
    - Staff's recommendation was to prohibit lighting; the Commission wanted to be clear that all types of lighting are prohibited.

At the conclusion of the meeting, the Commission voted 6-1 to recommend approval of the changes to the LDC. The Commissioners voting in favor of the changes were in agreement with Staff's recommendation, as modified by the Commission. Commissioner Gajewski voted against the revisions, stating that she is opposed because she feels that it will have some unintended consequences, it feels anti-family, and she hopes that with time it is refined to make sure sports are accessible to all.

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

The proposed amendments do not impact sustainability-related items. The Sustainability Department was given the chance to review the proposed amendments and had no comment.

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

On March 18, 2025, the Planning and Zoning Commission voted 6-1 (Commissioner Gajewski opposed) to recommend approval of the changes to the LDC, as modified by the Commission.

Alternative(s): Council could choose to defer action pending further review.

MOTION

I move to: approve Ordinance 2025-__, 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 – April 22, 2025 Proposed Land Development Code Revisions", providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith.

Exhibit A – April 22, 2025 Proposed LDC Revisions

As recommended for approval by the Planning and Zoning Commission, March 18, 2025

Black text represents Staff's Original Recommendation.

~~Black Strikethrough~~ and Red Underline text represents amendments made by the Planning and Zoning Commission and included in their recommendation.

Notes column includes the reasoning for the Planning and Zoning Commission amendment.

Article 3 – Use Regulations:			
Section	**Current Language**	**Proposed Change**	**Notes**
3.2.E: Table of Allowed Uses	n/a – New Use	Accessory Uses – Private Sport Court Add as ~~"A"~~ "CA" use in All Zones Use Specific Standards in 3.4.D(8) (New Section)	The Commission recommended requiring a Conditional Use Permit and the associated notification and public hearing.
3.4.D(8): Private Sport Courts	n/a – New Use	(8) Private Sport Courts a. **Purpose:** On residentially zoned properties, Private Sport Courts shall be for noncommercial purposes strictly for the convenience and pleasure of the owner(s), occupant(s), and their guests or, on a commercially zoned property, for use by the users of the primary use on the property. b. **Impervious Coverage:** Private Sport Court area shall count towards the total allowable Impervious Coverage for a parcel (LDC Section 2.24.F) c. **Setbacks:** Private Sport Courts shall be setback a minimum of 200 feet from all property lines. ~~1. The Director may reduce the 200 foot setback to a setback not less than 25 feet based on two or more of the following:~~ The setback may be reduced to not less than 25 feet based on two or more of the following: i. The property owner providing sound mitigation techniques that will reduce the sound from the courts at the property line to no more than 50dB; or ii. The courts are being constructed on a commonly owned piece of property for use by multiple property owners; or iii. Property owners within 200 feet have agreed to the reduced setback; or iv. The presence of buildings on the property between the court and the property line for which the setback reduction is requested; or v. Properties within 200 feet of the subject property are City parks, open space, National Forest, or other property without the potential for permanent development.	With the change to require a CUP, the setback reduction would be considered during the CUP process, not by the Director. Clarification of this section.

		d. **Fences and Walls:** Fences and walls around a Private Sport Court shall meet the fence and wall requirements of LDC Section 5.6.E. e. **Noise:** Use of Private Sport Courts shall comply with applicable Noise Regulations (SCC Chapter 8.25) f. Rental of courts separate from the rental of the primary use of the property is prohibited. g. Courts shall only be used from 8:00 am to 8:00 pm, or as modified by the Planning and Zoning Commission through a Conditional Use Permit. h. Additional restrictions on Single-Family Zoned properties 1. This section is not applicable for courts being constructed on a commonly owned property for use by multiple property owners 2. Maximum of one Private Sport Court is permitted 3. Temporary or Permanent Lighting of Private Sport Courts is prohibited	Added hours of use for courts. Clarify that all types of lighting are prohibited.
Section	**Current Language**	**Proposed Change**	
9.4.F: Definitions, Accessory Uses	n/a – New Use	**Private Sport Court** Any flat, hardscape area of dimensions exceeding twenty feet by thirty feet, specifically designed for athletic purposes, including, but not limited to, basketball courts, tennis courts, handball courts, racquetball courts, and pickleball courts, but excluding pools and driveways used exclusively for access to a garage. Private Sport Courts may include fencing, netting, or boards. For commercial uses, see Outdoor Recreation Facility.	

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED "EXHIBIT A – APRIL 22, 2025 PROPOSED LAND DEVELOPMENT CODE REVISIONS" AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE LAND DEVELOPMENT CODE (LDC) REGARDING PRIVATE SPORT COURTS; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it necessary and desirable to establish zoning regulations to provide for the orderly development of property within the City by governing the use of land in order to promote the public health, safety, and general welfare of the residents of the City; and

WHEREAS, the City Council finds that noise pollution generated by sports courts, like pickleball courts, are uniquely disturbing to neighbors and leads to lawsuits for the creation of nuisances and disturbing the peace and warrants specific limitations; and

WHEREAS, the City Council further finds that numerous studies have found noise pollution increases stress, anxiety, depression, high blood pressure, and heart disease and disturbs sleep which is essential to good health and the World Health Organization's (WHO) guidelines for community noise recommend less than 30 decibels in bedrooms at night for good quality sleep and sports courts routinely exceed 30 decibels; and

WHEREAS, this Ordinance was properly noticed for public hearings and the necessary hearings and opportunities for public input were completed; and

WHEREAS, on March 18, 2025, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed revisions; and

WHEREAS, the City Council held a public hearing on the proposed revisions on April 22, 2025; and

WHEREAS, the City Council hereby finds and determines that the proposed revisions are in the best interest of the residents of Sedona.

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

Section 1. Adoption The document known as "Exhibit A – April 22, 2025 Proposed Land Development Code Revisions", ("LDC Revisions"), 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 LDC is hereby amended as set forth in the LDC Revisions, 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 is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal. All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

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 civil violation subject to a fine not to exceed $2,500 per day, a class 1 misdemeanor, 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 22th day of April, 2025.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, March 18, 2025 - 4:30 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL

Chair Levin called the meeting to order at 4:30 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commission Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini, and Commissioners George Braam, Kali Gajewski, Will Hirst, Jo Martin and Sarah Wiehl.

Staff Member(s) Present: Frankie Almutawa, Monique Coady, Steve Mertes, Cari Meyer and Donna Puckett

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

Chair Levin indicated that interviews for the Commission vacancy will be held on April 1st, and she attended an Emergency Preparedness meeting conducted last week at St. Andrews Episcopal Church. Yavapai and Coconino Counties were there, plus the Fire District and Police were represented. It was an excellent program and Vice Chair Hosseini was there also. There will be a follow-up meeting on April 2nd at the Sedona Performing Arts Center from 4:00 p.m. to 6:00 p.m. It was good information on floods, fires, how to protect our homes, what items we should have ready to take with us, knowing our zone and what the resources are, so she would recommend that for you.

Cari Meyer introduced Frankie (Almutawa), our new Development Services Assistant, who is training with Donna, and you might see some emails from her as well. Gary (Leikness) is our new Senior Planner, so we are getting them integrated and up to speed, and you will be seeing them around more.

Steve Mertes stated that next Monday and Tuesday at the library there will be a discussion held by our Sustainability Department and the Fire District plus other organizations regarding Firewise that will be held at 11:00 a.m. next Monday and 5:00 p.m. on Tuesday. One or two people from our Sustainability Department and Amy, from AmeriCorps Vista, have been heading that venture up, but he is not sure who from the Fire District is presenting. They have been working with FMA, so they might also have a representative there.

Commissioner Braam announced that the curbside pick-up will be starting in a couple of weeks for yard waste, so look at the email.

Commissioner Martin asked if the Fair Housing Seminar is on April 4th or 7th. They talk about the Fair Housing laws regarding disabilities and animals, so people understand the laws for rentals, etc. Cari indicated that the Fair Housing Seminar is on April 7th from 11:30 a.m.to 1:00 p.m. at the library.

3. APPROVAL OF THE FOLLOWING MINUTES:

a. December 17, 2024 (R)
b. December 17, 2024 (SV)

Chair Levin referenced the minutes for the December 17th regular meeting and site visit and, hearing no objections, stated that she considers these minutes approved.

4. PUBLIC FORUM: (This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the

agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further consideration and decision at a later date.)

Opened the public forum at 4:36 p.m. and, having no requests to speak, closed the public forum at 4:37 p.m.

5. CONSIDERATION OF THE FOLLOWING ITEM(S) THROUGH PUBLIC HEARING PROCEDURES:

a. Public hearing to review, take public testimony, discuss, and possibly take action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include regulations for constructing Private Sport Courts (such as pickleball, tennis, and basketball courts). Case Number: PZ25-00001 (LDC) Applicant: City of Sedona

Introduction and explanation of the public hearing process by Chair Levin

Presentation by Cari Meyer

Commission's questions of staff and comments.

The Chair opened the public hearing at 5:11 p.m. and the following people spoke: Robert Pifke, Sedona, AZ; Becky Hofer, Sedona, AZ, and Jim Blair, Sedona, AZ.

Closed the public hearing at 5:23 p.m.

Additional Commission comments.

Based on Commission comments, the following modifications were proposed.

1. Change to Conditionally Permitted Accessory Use
2. Reword who can approve a setback reduction
3. Clarify that the building between the court and the property line must be between the court and the property line from which they are requesting the setback reduction
4. Add hours of operation: 8:00 a.m. to 8:00 p.m. or as modified by P&Z with a CUP
5. Prohibit permanent and temporary lighting of courts

MOTION: Vice Chair Hosseini moved to recommend to City Council approval of case number PZ25-00001 (LDC Revisions – Private Sport Courts), consistent with the approval criteria in Section 8.6.C(4). of the Land Development Code as modified. Commissioner Martin seconded the motion.

VOTE: Motion carried six (6) for and one (1) opposed. (Braam, Hirst, Hosseini, Levin, Martin and Wiehl in favor and Gajewski opposed.)

Commissioner Gajewski explained that she is opposed because she feels that it has some unintended consequences and it feels anti-family to her, and she hopes that with time it is refined to make sure that no one besides the giant property owners can access sports in this way.

6. FUTURE MEETING DATES AND AGENDA ITEMS

a. Tuesday, April 1, 2025

b. Tuesday, April 15, 2025

Cari indicated that for the public's knowledge this item is tentatively scheduled for Council on April 22nd, but we will confirm that and post it on the website with the Clerk's Office now that we have a recommendation from you. We do not have a Planning and Zoning Commission meeting on April 1st. On April 15th, we are tentatively planning a work session on the Western Gateway Master Plan, and we hope for the draft of the Master Plan a couple of weeks in advance of the meeting, so it

would be available for public review about two weeks prior to the meeting. Depending on when we get the draft from the consultants, we may have to adjust the date, but a site visit could be planned if you want to look at some of those areas.

Chair Levin indicated that she didn't feel a site visit would be necessary, and Vice Chair Hosseini asked if the public would just be giving input electronically. Cari explained that she is hoping to have some places where the public can look at it in person with copies in our office and potentially at the library for different opportunities other than just on the website, and Chair Levin pointed out that the Chair can allow public comment in a work session.

Cari stated that there will be additional Western Gateway things and possibly a couple of projects in May and June, and they can check the website, but if you are going to be out of town, please let her know. She also explained that if a new Commissioner is identified on April 1st, they could at least listen to the work session on April 15th.

7. EXECUTIVE SESSION

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

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

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

No Executive Session was held.

8. ADJOURNMENT

Chair Levin adjourned the meeting at 6:10 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on March 18, 2025.

_____ _____

Donna A. S. Puckett, *Administrative Assistant* Date

CITY COUNCIL AGENDA BILL

AB 3210
April 22, 2025
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding approval of a Resolution approving the Ground Lease with Villas on Shelby, LLC (HS Development Partners, LLC) for the Villas on Shelby Affordable Housing Project.

Department	CD / Housing - Jeanne Blum
Time to Present **Total Time for Item**	15 minutes 30 minutes
Other Council Meetings	March 28, 2023; December 12, 2023; May 28, 2024
Exhibits	A. Resolution and Ground Lease B. Declaration of Affirmative Land Use and Restrictive Covenants C. Deed of Trust D. Promissory Note E. Lease, December 2023 F. Development Agreement, May 2024

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/14/25 KWC
City Manager's Recommendation	Recommend approval subject to City Attorney's final review of documents ABS 4/14/25

Expenditure Required	
	$ 2,250,000 (loan)
Amount Budgeted	
	$ 2,250,000
Account No. (Description)	12-0000-00-1500 Long Term Loans Receivable

SUMMARY STATEMENT

Background:

Housing affordability has been a long-standing challenge in Sedona, with multiple studies highlighting the urgent need for additional affordable units. The Sedona Housing Needs Assessment and Action Plan (2020) and the Verde Valley Housing Needs Assessment (2021) identified a severe shortage of traditional apartment units, which comprise only 4.7% of Sedona's housing stock. These reports projected a shortfall of at least 1,620 affordable housing units in Sedona and 3,700 units across the Verde Valley by 2026. Additionally, 43% of Sedona

households are considered housing cost-burdened, spending more than 30% of their income on housing. The Verde Valley Housing Needs Assessment also found that 72.4% of Sedona's workforce lives outside the city, commuting into the city for work.

To address this critical issue, the City purchased the property at 2250 Shelby Drive in December 2022, recognizing its strategic location near Sunset Park, recreational trails, and other amenities. The site, designated within the Sunset Community Focus Area (CFA), was identified as an ideal location for multi-family housing development, aligning with the City's long-term housing strategy.

Following the acquisition, HS Development Partners, LLC, an experienced affordable housing developer, expressed interest in the site and formed The Villas on Shelby, LLC to pursue development. The project was initially proposed as a 9% Low-Income Housing Tax Credit (LIHTC) transaction but was later restructured to a 4% LIHTC transaction after the 9% funding was not awarded, given the highly competitive nature of the process, with only one 9% project funded per county. This transition introduced additional complexity, requiring intricate financial structuring, an extended timeline, and compliance with multiple regulatory layers.

Timeline of Key Actions by City Council and Planning & Zoning Commission

- **December 2022:** Land Acquisition
- **March 2023:** Council approved a Land Lease Option Agreement and $300,000 Loan to support a 9% LIHTC application.
- **December 2023:** Council approved $2.25 Million loan and Land Lease Option Agreement in support of a 4% LIHTC band transaction.
- **May 2024:** Council approved Development Agreement
- **November 4, 2024:** Planning and Zoning moved to approve the project.

Project Development & Financing

The development of The Villas on Shelby as a 4% LIHTC transaction requires multiple funding sources, each with its own regulatory and compliance requirements. The project's financing structure includes a $2,250,000 loan from the City of Sedona, $5,000,000 loan from the Arizona Department of Housing (ADOH), $8,000,000 in Tax-Exempt Bonds, $7,525,000 in a Construction Loan, $1,365,000 in a Permanent Loan.

Each of these funding sources must be carefully coordinated to comply with federal tax regulations, adding both time and complexity to the process.

As part of the development negotiations, the developer was able to renegotiate with the general contractor to include covered parking spaces within the construction budget at no additional cost to the City. Initially, the City Council had approved funding for covered parking spaces at the May 2024 meeting, but this successful renegotiation eliminates the need for City funding while still delivering this community benefit.

Delayed Start Due to Volume Cap Shortage

A critical component of 4% LIHTC financing is the allocation of tax-exempt bonds, which are issued through a state government instrumentality. In early 2024, for the first time in program history, Arizona's Volume Cap was exhausted due to high demand, particularly from large projects in Maricopa County. This left multiple projects statewide—including The Villas on Shelby—without the necessary bond allocation, causing delays in securing financing.

Through strategic efforts, the development team successfully obtained an Arizona Finance Authority Director Discretion Award for Volume Cap in January 2025, based on the project's strength, secured funding commitments, and anticipated community impact. While the Villas on Shelby project was successful in obtaining the bond award, many affordable housing projects across the state remain stalled due to the ongoing Volume Cap shortage.

Legal, Financial & Permitting Complexity

Developing a 4% LIHTC project requires extensive coordination across multiple entities, including financial institutions, regulatory agencies, and legal teams. The financing structure of these projects presents unique challenges, as multiple funding sources must be synchronized to comply with federal tax regulations, state housing guidelines, and investor requirements.

For the Villas on Shelby project specifically, legal documentation was coordinated with more than 10 national and state law firms to ensure compliance with all regulatory requirements. Given the complexity of financing, all legal agreements must align simultaneously before construction can commence, as staggered funding is not permitted in 4% LIHTC transactions, as outlined in IRC §42 (Internal Revenue Code Section 42), which governs the LIHTC program and mandates the use of tax-exempt bonds for financing affordable housing projects.

Beyond financial structuring, industry regulations mandate that construction cannot begin until all financing has closed, a requirement that is distinct from traditional real estate development, where funding and permits often proceed separately. These regulations are set by HUD and Arizona Department of Housing (ADOH) guidelines, which also specify that final building permits must be secured before financial closing; thousands of pages of legal documents must be finalized in coordination with local and state agencies, in line with Arizona's Qualified Allocation Plan (QAP) and Volume Cap Program requirements; and construction can only commence the day after financial closing to ensure proper disbursement of funds and compliance with regulatory timelines.

The project is currently in the final stages of securing building permits, which are anticipated to be issued by the end of April. Once issued, financial closing will proceed immediately, allowing construction to begin shortly thereafter.

It is important to note that industry norms suggest that 4% LIHTC projects typically take between 18 to 24 months to close from the initial application phase, due to the complexities of regulatory compliance, financial structuring, and permitting (as reported by the National Council of State Housing Agencies (NCSHA)). Despite setbacks, this project remains on track to close in approximately 16 months, an accelerated pace for this type of development.

Lease Agreement and Additional Required Documents

This updated lease agreement supersedes the existing Ground Lease Agreement and is designed to ensure compliance with IRC §42 Low-Income Housing Credit Program requirements and tax credit investor standards. The revisions include:

- A staff renegotiated annual 3% rental increase over the 75-year lease term to secure more favorable terms for the City.
- Removal of the City's option to purchase the improvements for $100 after 30 years and changed to option to purchase after year 15 for fair market value or for the sum of all debt and taxes on the project.
- Addition of a City first right of refusal after the tax compliance period to purchase the project in an amount equal to the minimum purchase price under Section 42(i)(7)(B) of the Code.

Supporting documents required include the Villas on Shelby Declaration, Promissory Note and Deed of Trust. (Attached as Exhibits). These ensure compliance with ADOH's funding structure while providing necessary assurances to investors regarding financial and operational oversight.

Lease Terms and Project Commitments

Under the terms of the Ground Lease Agreement, The Villas on Shelby, LLC will develop a 30-unit apartment complex, with all units designated for households earning at or below 60% of the Area Median Income (AMI). The lease provides a 75-year lease term, with an upfront lease payment of $50,000 and an annual lease payment of $1,200 with an annual increase of 3%.

Additionally, the City's $2.25 million loan at 5% interest to the project will be repaid through net cash flow and secured by a leasehold deed of trust and promissory note and will be fully due and payable by year 30 of the Lease if not earlier paid off through the net cash flow. The developer commits to maintaining affordability for the full lease term through the Declaration.

Community Benefits and Strategic Impact

The Villas on Shelby project is a critical step in addressing Sedona's housing crisis by utilizing City-owned land to create long-term affordable housing. This initiative aligns with the *Sedona Community Plan*:

- **Policy 5.1:** Expanding Sedona's housing mix to meet diverse community.
- **Policy 5.2**: Encouraging multi-family housing in redevelopment projects.
- **Policy 5.4**: Promoting strategies to increase affordable and market-rate housing.
- **Policy 5.5**: Expanding workforce housing options.
- **Policy 5.6**: Ensuring safe and stable rental housing.

Located within the Sunset Community Focus Area (CFA), the project supports economic and housing diversity, walkability, and a distinct sense of place. The development aligns with CFA goals by incorporating multi-family housing, pedestrian and bicycle infrastructure, and designs that blend with the natural landscape.

By leveraging external funding, the project minimizes the City's financial burden while preserving affordable housing for future generations. It also advances Sedona's Sustainable Community goals by fostering a walkable, bikeable neighborhood with access to local businesses and recreational amenities.

Staff Recommendation:

Staff recommend approval of the Ground Lease Agreement between the City of Sedona and The Villas on Shelby, LLC to facilitate the development of a 30-unit affordable housing project at 2250 Shelby Drive. The lease ensures compliance with the requirements of the IRC §42 Low Income Housing Credit Program and aligns with tax credit investor documentation standards. Approval is essential for advancing the project and securing long-term affordable housing for the community.

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

The Villas on Shelby project advances Sedona's Sustainable Community goals by fostering a walkable, bikeable neighborhood with access to local businesses and recreational amenities.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): City Council may choose not to approve the Ground Lease, which could hinder efforts to address Sedona's urgent need for affordable housing and delay development at 2250 Shelby Drive.

MOTION

I move to: approve Resolution 2025-____, approving the Ground Lease Agreement, Declaration, Deed of Trust, and Promissory Note with The Villas on Shelby, LLC, for the development of a 30-unit LIHTC affordable housing project at 2250 Shelby Drive.

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE LEASING OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF SEDONA TO VILLAS ON SHELBY, LLC; AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE LEASE.

WHEREAS, on October 23, 2012, the Mayor and Council of the City of Seona adopted Resolution No. 2012-21 establishing a Housing Development Area to combat the shortage of affordable housing; and

WHEREAS, the City of Sedona owns certain real property within the Housing Development Area known as 2250 Shelby Dr., Yavapai County APN 408-28-103F and legally described in Exhibit A to the Ground Lease attached hereto (the "Property"); and

WHEREAS, the City desires to enter into a Ground Lease with Villas on Shelby, LLC to lease the property for the construction and operation of 30 affordable housing units for a period of 75 years; and

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

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

Section 2. That the various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and enter into the Ground Lease with Villas on Shelby, LLC to lease the Property.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 22nd day of April 2025.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Exhibit A to Resolution
Ground Lease with Villas on Shelby, LLC
(see attached)

GROUND LEASE

BETWEEN

CITY OF SEDONA, ARIZONA

as "Landlord"

and

THE VILLAS ON SHELBY, LLC

as "Tenant"

For

_____

located at 2250 Shelby Drive,
City of Sedona, Yavapai County, Arizona

the "Premises"

Dated as of _____, 2025

GROUND LEASE

THIS GROUND LEASE ("**Lease**") is made and entered into as of the 1st day of _____, 2025 (the "Effective Date"), by and between **THE VILLAS ON SHELBY, LLC**, whose mailing address is 102 Roadrunner Road, Sedona, Arizona 86336 ("**Landlord**" or "**City**")), and **THE VILLAS ON SHELBY, LLC**, an Ohio limited liability company, whose mailing address is _____ ("**Tenant**"). Landlord is the owner of the Premises (as defined herein) which Landlord desires to lease to Tenant and Tenant desires to lease from Landlord. Landlord and Tenant are referred to herein individually as a "**Party**" and collectively as the "**Parties**." The Parties, intending to be legally bound, agree as follows:

RECITALS

A. Landlord is the owner of certain real property, situated in the County of Yavapai, State of Arizona, more particularly described on attached Exhibit A (the "**Property**") together with all rights appurtenant thereto and any Improvements (as defined herein) now or hereafter constructed on the Property (the "**Premises**").

B. The Premises are located in the City's Housing Development Area as declared in Resolution 2012-21 and this Lease is entered into under the authority of A.R.S.§9-441 et seq., which declares municipal assistance in providing for the acquisition, construction or rehabilitation of housing a valid public purpose and authorizes municipalities to use its monies to aid the planning, undertaking and carrying out of housing development projects and authorizes the City the powers listed in A.R.S. §9-441.02.

C. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant upon the terms and conditions herein.

D. This Lease is entered into in conjunction with Tenant's goal of establishing and preserving Sedona's affordable housing.

E. The development of the Property contemplated by this Lease is in the vital and best interests of establishing Sedona affordable housing.

F. The Parties desire that Tenant will construct, maintain, and operate an affordable housing rental project comprised of thirty (30) residential rental units, and other ancillary amenities and improvements (the "**Improvements**") necessary for use of the Premises and as an affordable, multi-family, rental housing project (the "**Project**") in accordance with that certain Declaration of Affirmative Land Use Restrictive Covenants in Furtherance of Public Purpose entered into as of _____ 1, 2025 (the "**Declaration**"), by and between Landlord and Tenant, which requires the Premises to be used to further the public purpose of increasing the supply of quality housing options for its citizens through causing the Premises to be developed as an affordable residential apartment development.

NOW, THEREFORE, for and in consideration of the rent, covenants and agreements contained in this Lease and subject to the terms hereof, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, and the Parties hereby covenant and agree as follows:

ARTICLE 1
TERM; PROJECT ENTITLEMENTS

Section 1.01. Lease Term. The Lease Terem shall commence on the Commencement Date and unless sooner terminated pursuant to another provision of this Lease, shall expire and terminate at 11:59

p.m., on the seventy-fifth (75th) anniversary of the Commencement Date (the "**Term**," or the "**Lease Term**"); where the "**Commencement Date**" shall be _____, 2025. After the Commencement Date, either Party may request that the other Party countersign a written statement memorializing the Commencement Date and the non-requesting Party shall execute and return the same without unreasonable delay or condition.

Section 1.02. Due Diligence; Project Entitlements.

(a) Due Diligence; Condition of the Property. Prior to the Effective Date, Landlord provided Tenant with reasonable access to the Property and Tenant acknowledges that it has sufficiently examined the Property, is familiar with the physical condition, zoning, status of title and use that may be made of the Property and every other matter or thing affecting or related to the Property, and is leasing the same in its "AS IS" condition existing on the Effective Date, without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-site improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist on the Commencement Date, throughout the Term.

From and after the Commencement Date and during the Lease Term, Tenant herby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including but not limited to the performance of all burdens running with the land, except that the parties acknowledge that Tenant shall have no liability for environmental conditions existing on the Premises prior to the date that Tenant is granted possession of the Premises, except to the extent aggravated or exacerbated thereafter.

(b) Project Entitlements. As of the Effective Date, Tenant agrees that it has obtained or will obtain during construction all necessary and desirable approvals from City and all other applicable governmental authorities, quasi-governmental authorities, and/or utility providers and regulators (collectively, "**Governmental Authorities**") in form and with stipulations reasonably acceptable to Tenant and approved by Landlord, which may include, without limitation, zoning, final site plan approval, service provider and utility approvals, storm water drainage, building permits (or a permit-ready letter conditioned solely upon payment of fees), development agreements and any other governmental and regulatory approvals or permits (collectively, the "**Project Entitlements**") required in connection with the construction and development of the Improvements.

(c) Landlord's Approval and Cooperation. Landlord shall reasonably cooperate with Tenant, at Tenant's sole expense, in Tenant's efforts related to the Project Entitlements, if necessary, subject to the following:

(i) Landlord shall approve the creation of easements and all zoning-related stipulations on the Premises and the grant of other property interests in the Premises, including without limitation, public utility easements, sidewalk and landscaping easements and utility easements (collectively, "Easement Interests"), reasonably necessary to Tenant's development of and use of the Improvements as permitted in this Lease, or required by the Project Entitlements. Except as expressly provided otherwise in this Lease, without Landlord's prior written approval, which may be given or withheld in Landlord's reasonable discretion, no lien, charge or encumbrance shall be asserted against or imposed upon the Premises as a result of any Project Entitlements. Following Landlord's approval of any Easement Interests, Landlord shall timely execute any and all easements, consents, and other documents, reasonably requested by Tenant in connection with such Easement Interests.

(ii) Tenant will be responsible for payment of any cost, charge, expense or liability whatsoever in connection with the Project Entitlements and Tenant's financial obligations with respect to the Project Entitlements shall survive expiration or sooner termination of this Lease.

(iii) Tenant shall promptly furnish to Landlord copies of all applications and materials submitted, filed or received in connection with the Project Entitlements, all notices of public hearings and continuances thereof, all staff reports and recommendations (including conditions and stipulations), and all written opposition to the Project Entitlements, to or received from any Governmental Authorities in connection with the Project Entitlements.

(iv) Tenant shall inform Landlord of all commission, council and other meetings or hearings with respect to the Project Entitlements and Landlord shall be permitted to attend the same.

(v) Tenant acknowledges that City may impose certain stipulations or conditions on the Project Entitlements, and that during the Lease Term, Landlord will not be responsible for satisfying such stipulations except to the extent provided in this Lease.

(vi) Tenant agrees to indemnify, defend and hold harmless Landlord for, from, and against any and all out-of-pocket losses, costs, liabilities, causes of action, damages or expenses arising out of or in connection with any breach by Tenant of the agreements made by Tenant in this Section 1.03(c), and this indemnity shall survive expiration or sooner termination of this Lease.

ARTICLE 2
RENT

Section 2.01. Rent. Tenant will pay to Landlord the sum of FIFTY THOUSAND DOLLARS ($50,000) ("**Base Rent**") as rent for the Premises. The Base Rent will be paid in full at the time of the Commencement Date. Annually thereafter, Tenant shall pay, without notice and free from all claims, deductions or set-offs, annual rent in the amount of ONE THOUSAND TWELVE HUNDRED DOLLARS ($1,200) ("**Additional Rent**").The Parties each hereby represents that it believes that, taking into account the restrictions to be placed on the use of the Premises and the other obligations assumed by Tenant in connection with the construction and ownership of the Improvements, the Base Rent provided for herein constitutes fair market rent for the Lease Term under the circumstances.

Section 2.02. Other Tenant Costs and Charges. Except as expressly provided otherwise herein, the Base Rent and Additional Rent payable under this **Article 2** shall be absolutely net to Landlord free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever. Unless otherwise expressly provided herein, Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever relating to the Premises, which may arise or become due or payable prior to, during or after (but attributable to a period falling within) the Lease Term, whether now existing or hereafter arising, or whether beyond the present contemplation of the Parties. Except as specifically set forth herein, the obligations of Tenant (including but not limited to the obligation to pay Base Rent or any Additional Rent) hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, limitation, restriction or prevention of or interference with Tenant's use, occupancy or enjoyment of the Premises or any part thereof any action of any governmental authority.

ARTICLE 3
PAYMENT OF IMPOSITIONS

Section 3.01. Payment of Impositions. Tenant shall directly pay, when due and payable, subject to the terms and conditions of this **Article 3**, all real property taxes, assessments, water and sewer rates and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, together with any interest or penalties imposed upon the late payment thereof as a result of Tenant's breach of its obligations in this **Article 3** (all of the foregoing are hereinafter referred to collectively as "**Impositions**"), that are assessed, levied, imposed or become a lien upon the Premises and the sidewalks or streets in front of or adjoining the Premises (and are the obligation of Landlord), or become payable, during the Lease Term; provided, however, that if, by law, any such Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and shall pay only such installments as may become due during the Lease Term as the same respectively become due; and provided, further, that any Imposition relating to a fiscal period of the taxing authority, a part of which period is included within the Lease Term and a part of which is included in a period of time after the expiration or sooner termination of this Lease, other than a termination of this Lease pursuant to Article 15 below, shall (whether or not such Imposition shall be assessed, levied, imposed or become a lien upon the Premises, or shall become payable, during the Lease Term) be adjusted between the Parties as of the expiration of the Lease Term, so that Landlord shall pay that portion of such Imposition that relates to that part of the fiscal period after the expiration or sooner termination of this Lease, and Tenant shall pay that portion of which relates to the period prior to the expiration or sooner termination of this Lease.

Section 3.02. Notice of Impositions. Landlord shall deliver to Tenant, promptly after Landlord's receipt, but in any event, at least thirty (30) days prior to due date (or with sufficient time to challenge in the case of property tax valuation notices), notice of any and all Impositions delivered to Landlord and not to Tenant. Tenant shall, upon written request of Landlord, furnish to Landlord for inspection by it within sixty (60) days after the date when any Imposition is payable, official receipts of the appropriate taxing authority, or other evidence satisfactory to Landlord, evidencing the payment of such Imposition.

Section 3.03. Contest of Impositions. Tenant, at its sole cost and expense, shall have the right to contest the amount or validity, or to seek a refund, in whole or in part, of any Imposition by appropriate proceedings, provided that (a) nonpayment will not subject the Premises or any part thereof to any lien, sale or other liability by reason of such nonpayment, (b) such contest shall not subject Landlord to the risk of any criminal or civil liability, and (c) if such Imposition must be paid pursuant to any applicable statute, ordinance, regulation or rule as a condition to such contest, Tenant shall timely pay such Imposition. Notwithstanding the provisions of Section 3.01 above, such contest shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenants to pay any such Imposition at the time and in the manner as provided in this **Article 3** unless Tenant shall have either paid such Impositions, if payment is a condition to such contest, or deposited with Landlord or a bank or trust company designated by Landlord, as security for the payment of such Imposition, money or a corporate surety bond or other security acceptable to Landlord in the amount so contested and unpaid, together with the estimated amount of all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises and/or Improvements or any part thereof in the proceedings, whereupon Tenant may postpone or defer payment of such Imposition. Upon the termination of such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and, if applicable, upon such payment Landlord shall return, or cause such bank or trust company to return, the amount above referred

to without interest. Landlord agrees to join in any property tax related challenge, if requested by Tenant, and, Landlord agrees not to unreasonably withhold its consent to joining in any other such proceedings or permitting the same to be brought in its name. Landlord shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceeding, and Tenant agrees to indemnify, defend, save and hold harmless Landlord from any such costs or expenses. Tenant shall be entitled promptly to any refund of any such Imposition and penalties or interest thereon that have been paid by Tenant, or that have been paid by Landlord and for which Landlord has been fully reimbursed. Notwithstanding anything contained herein to the contrary, during any Event of Default, Tenant shall not commence any proceeding pursuant to this Section without Landlord's prior written consent.

Section 3.04. Proof of Payment of Impositions. The certificate, advice or bill of the appropriate official designated by law to make or issue or to receive payment of any Imposition, of non-payment thereof, shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

ARTICLE 4
INSURANCE

Section 4.01. Insurance to be Maintained by Tenant. Tenant shall maintain at its expense throughout the Lease Term the insurance specified in the Permitted Leasehold Mortgage and the Loan Agreement dated as of _____ 1, 2025, by and between Arizona Industrial Development Authority and Tenant, and all other documents and instruments executed and delivered in connection with the loan of the proceeds of the Bonds (as hereinafter defined) (the "**Loan Documents**"). Tenant shall fully comply with all of the insurance requirements imposed upon Tenant under each Permitted Leasehold Mortgage (as hereinafter defined) and the Loan Documents. All insurance coverages shall have waiver of subrogation provisions reasonably acceptable to the Parties. Approval, disapproval or failure to act by Landlord regarding any insurance applied by Tenant shall not relieve Tenant of full responsibility or liability for damages or accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Tenant from any such liability.

Section 4.02. Tenant's Insurance Obligations. At all times during the Lease Term, at its sole cost and expense, Tenant shall keep the Improvements insured against:

(a) Actual replacement cost coverage for loss or damage by fire, and such other risks including, without limitation, boiler and machinery, building ordinance and demolition, vandalism and malicious mischief coverage, in an amount not less than the then full insurable value of the Improvements;

(b) claims for bodily injury or property damage, under a policy of commercial general liability insurance, with such limits to be not less than One Million Dollars ($1,000,000.00) for any one (1) person and Two Million Dollars ($2,000,000.00) for any one (1) occurrence in respect of bodily injury or death, Two Million Dollars ($2,000,000.00) for property damage, Two Million Dollars ($2,000,00.00) for products and completed operations aggregate and Two Million Dollars ($2,000,000.00) general aggregate, $2,000,000.00 for alcohol/dramshop liability. Tenant shall further keep in place an umbrella commercial general liability insurance policy in a form reasonably approved by Landlord with a coverage amount of not less than Five Million Dollars ($5,000,000.00). Landlord may from time to time during the Lease Term (but not more often than once each five years) request by written notice that Tenant review and adjust the amounts of such coverages (but not below the minimums herein specified), as may be necessary, in Tenant's reasonable discretion, to reflect changes in the use of the Premises and to maintain a commercially reasonable level of coverage; and

(c) actual replacement cost of the Improvements (excluding foundation and excavation costs) and the actual replacement cost shall be determined by an architect, appraiser, appraisal company or one of the insurers selected by Tenant and approved by Landlord, which determination shall be made no less frequently than once every five (5) years or upon completion of any commercially significant remodeling or redevelopment of the Premises.

Section 4.03. Builder's Risk Coverage. During any construction on or about the Premises, Tenant (or its contractor) shall maintain in force until completion of the work. Builder's Risk insurance, including vandalism and malicious mischief, covering Improvements in place and all material and equipment at the job site, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees.

Section 4.04. Insurers and Certificates. All insurance contemplated in this **Article 4** (the "**Insurance**") shall be issued by insurers rated at least "A-" by A.M. Best Insurance Service and licensed to do business in the State of Arizona. All Insurance policies shall be nonassessable and shall contain language that (a) any loss shall be payable notwithstanding any act or negligence of Landlord (excluding Landlord's gross negligence or willful misconduct) that might otherwise result in a forfeiture of the Insurance, (b) the insurer waives the right of recovery and/or subrogation against Landlord, (c) the policies are primary and noncontributing with any insurance that may be carried by Landlord. Prior to the Commencement Date and before the expiration or other termination of the existing policy, the original Insurance policies shall be delivered to Landlord. Tenant shall endeavor to deliver to the holder of the expiring original policy, at least ten (10) days prior to the expiration date of any policy, but in any event prior to expiration, the original renewal policy, and certificates thereof shall be delivered as aforesaid. All Insurance policies shall contain a non-cancellation clause except upon ten (10) days prior written notice to each named insured and loss payee.

Section 4.05. Other Insurance Provisions.

(a) Each such policy shall name Tenant as the insured, and shall name as additional insureds thereunder (i) the Landlord, and (ii) any Permitted Leasehold Mortgagee (as hereinafter defined). Landlord's entitlement to proceeds from Tenant's insurance policies is subordinate to the rights of all Permitted Leasehold Mortgagees under all Permitted Leasehold Mortgages. The Insurance required under Sections 4.02 (b) and 4.03, shall name Landlord and the Authority as an additional insured. The Insurance required under Section 4.02(a) shall provide for loss payable solely to Trustee (as defined in Section 14.02) as mortgagee under that certain Senior Permitted Leasehold Mortgage (as hereinafter defined) under a standard or union mortgage clause providing that loss or damage under the policy shall be payable to the mortgagee, as interest may appear, and this insurance, as to the interest of the mortgagee shall not be invalidated by any act or neglect of the mortgagor or owner of the property nor by any change in the title or ownership of the property. The loss, if any, under the policies referred to in Section 4.02 above, shall be adjusted with the insurance companies and applied to restore the Improvements or applied to the redemption of the Bonds, in accordance with and subject to the provisions of the Senior Permitted Leasehold Mortgage. Tenant may also name its lenders and partners as an additional insured if required under the applicable loan and financing documents and its amended and restated operating agreement.

Section 4.06. Blanket Policy. Nothing in this **Article 4** shall prevent Tenant from providing the Insurance required under Sections 4.02 pursuant to a blanket insurance policy or policies that can cover other properties owned or operated by Tenant, as well as the Premises and the Improvements; provided, however, that any blanket policy shall specify therein or Tenant shall furnish Landlord with a written statement from the insurers specifying the amount of the total insurance allocated to the Improvements, which amount shall be not be less than the amount required to be carried pursuant to Section 4.02 above.

Section 4.07. Waiver of Subrogation. Tenant hereby waives any and all rights of recovery against Landlord or against its officers, directors, partners, members, trustees, and employees, on account of loss or damage occasioned by Tenant or its property or any property of others under its control to the extent that such loss or damage is insured under any Insurance required to be maintained pursuant to this Lease, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of Landlord. Tenant will, upon obtaining the respective policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Lease and obtain from the respective carriers an endorsement waiving any right of subrogation in favor of the insurer.

ARTICLE 5
LANDLORD'S RIGHT TO PERFORM CERTAIN TENANT'S COVENANTS

Tenant hereby agrees that if, after expiration of the notice and grace periods set forth in Section 15.02 below, it shall fail (i) to pay any Imposition in accordance with the provisions of **Article 3**, (ii) to take out, pay for, maintain or deliver any of the Insurance policies provided for in **Article 4**, or (iii) fail to cause any lien of the character referred to in **Article 12** to be discharged as provided therein, then Landlord may (but shall not be obligated to) and without further notice or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant contained in this Lease, (a) pay any Imposition payable by Tenant pursuant to the provisions of **Article 3**, or (b) take out, pay for and maintain any of its Insurance policies provided for in **Article 4**, or (c) discharge any lien of the character referred to in **Article 12** ,is provided therein. All reasonable out-of-pocket sums so paid by Landlord, together with interest thereon at the Default Rate from the date of making of such expenditure by Landlord, shall be payable to Landlord on demand, and Tenant covenants to pay any such sum or sums payable by Tenant for Impositions pursuant to **Article 3**, insurance premiums pursuant to **Article 4** and all other charges and expenses of whatsoever nature that Tenant assumes or agrees to pay pursuant to this Lease, shall be deemed Additional Rent under this Lease and payable as provided in this Lease, and Landlord shall have (in addition to any other right or remedy of Landlord provided in this Lease) the same rights and remedies in the event of the non-payment of any such sums by Tenant as in the case of a default by Tenant.

ARTICLE 6
COVENANTS TO MAINTAIN

Throughout the Term, Tenant, at its sole cost and expense, shall keep the Improvements, the Premises and the adjoining sidewalks and curbs, to the extent the same are the responsibility of Landlord, clean and in good condition, subject to reasonable wear and tear, free of accumulations of dirt and rubbish, and shall make all repairs (including interior and exterior, structural and nonstructural, ordinary and extraordinary, and unforeseen and foreseen) and replacements necessary to maintain the Premises and the Improvements in condition appropriate for multi-family affordable rental projects located in the greater Sedona area, provided, that, in any event, Tenant shall make all repairs reasonably necessary to avoid any structural damage or injury to the Improvements. All repairs shall be performed in a good and workmanlike manner in compliance with all Applicable Laws, Permits, both as hereinafter defined, and all requirements of applicable Governmental Authorities, any national or local board of fire underwriters or any other body hereafter exercising functions similar to those of any of the foregoing. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations to the Premises or the Improvements and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements. Tenant hereby waives and releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this **Article 6**.

ARTICLE 7
COMPLIANCE WITH APPLICABLE LAWS

Section 7.01. Applicable Laws. Tenant shall comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state, and municipal governments that may be applicable to the occupancy and the use of the Premises and the Improvements (collectively, the "**Applicable Laws**"), regardless of whether such compliance is foreseen or unforeseen, ordinary or extraordinary, and regardless of whether presently within the contemplation of the Parties or involving any change of governmental policy or requiring structural or extraordinary repairs, alterations or additions. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire, and all other policies of Insurance at any time in force with respect to the Improvements.

Section 7.02. Contest of Applicable Laws. Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity or application of any Applicable Law. If by the terms of any such Applicable Law, compliance therewith may legally be held in abeyance pending the prosecution of any such proceeding without the incurrence of a lien, charge or liability of any kind against the Premises or the Improvements or Tenant's leasehold interest therein and without subjecting Tenant or Landlord to any criminal liability or civil penalty of any nature for failure so to comply therewith, Tenant may postpone compliance therewith until the final determination of any proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch, and if any lien, charge or civil liability is incurred by reason of non-compliance, Tenant may nevertheless make such contest and delay compliance as provided above, provided that Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such non-compliance or delay therein and prosecutes the contest with due diligence. Landlord shall reasonably cooperate with Tenant in the prosecution of any such proceeding provided that (a) such contest will not subject Landlord to the risk of criminal or civil penalty, (b) such contest will not subject the Premises or any part thereof to any Lien, sale or other liability as a result of such contest, and (c) Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceeding, and Tenant agrees to indemnify, defend, save and hold harmless Landlord from any such costs or expenses.

ARTICLE 8
DAMAGE TO OR DESTRUCTION OF THE IMPROVEMENTS

Section 8.01. Casualty Repair. Tenant understands and agrees that any loss by theft or otherwise of, or damage to the improvements or Tenant's Personal Property, as hereinafter defined, shall be at the risk of Tenant only, except when such loss or damage is caused directly by the negligence or willful misconduct of Landlord, its agents, or employees. Tenant covenants that in case of damage to or destruction of the Improvements by fire or any other cause, similar or dissimilar, insured or uninsured, it will promptly, at its sole cost and expense, restore, repair, replace or rebuild the Improvements as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with Article 10 below. Such restoration, repairs, replacement or rebuilding shall be commenced reasonably promptly and prosecuted with reasonable diligence.

Section 8.02. Insufficient Proceeds. If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, Tenant shall pay such costs or obtain financing for the deficiency.

Section 8.03. No Abatement. Tenant's obligation to perform all of its obligations, covenants and agreements herein shall not be affected by any such damage to or destruction of the Improvements.

ARTICLE 9
CONDEMNATION

Section 9.01. Taking. If all or any portion of the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose (a "**Taking**"), with the result that the remaining portion of the Premises cannot be reasonably used for the then current use being made of the Premises, in Tenant's reasonable opinion, then this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding. Subject to the provisions of Section 9.08 hereof, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recovered by Tenant in Tenant's own right on account of any and all damage to Tenant's operations or loss of Improvements by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property from the Premises.

Section 9.02. Condemnation Proceeds. Subject to the provisions of Section 9.08 hereof, in the event of a total Taking or constructive total Taking, the award or awards for such taking, less the costs of the determination and collection of the amount of the award or awards ("**Condemnation Proceeds**"), shall be distributed, subject to the requirements of any lenders, and used in accordance with the applicable Permitted Leasehold Mortgage or applied in order of priority to reduce the outstanding balances of the Secured Obligations (as defined in the Senior Permitted Leasehold Mortgage) and thereafter the secured indebtedness under any other Permitted Leasehold Mortgage, with any remaining balance to Tenant to the extent permitted under the Senior Permitted Leasehold Mortgage, as follows:

(a) first, Tenant shall receive from the Condemnation Proceeds an amount equal to the lesser of (i) the then fair market value of Tenant's leasehold interest in the Premises, and (ii) the remaining Condemnation Proceeds; and

(b) second, Landlord shall receive the remainder, if any, of the Condemnation Proceeds.

Section 9.03. Partial Taking. Subject to the provisions of Section 9.08 hereof, in the event of a taking that is less than a total Taking or constructive total Taking (a "**Partial Taking**"), this Lease shall not terminate or be affected in any way, except as provided in Section 9.04 below, and the Condemnation Proceeds from a Partial Taking shall be paid to the most senior Permitted Leasehold Mortgagee or a trustee it designates, to be disbursed and used in accordance with the Senior Permitted Leasehold Mortgage or applied in the order of priority to reduce the outstanding balances of the Secured Obligations under the Senior Permitted Leasehold Mortgage and thereafter the secured indebtedness under any other Permitted Leasehold Mortgages and thereafter to Tenant.

Section 9.04. Repair After Taking. Subject to the provisions of Section 9.08 hereof, in the event of a Partial Taking, Tenant, at its sole cost and expense, and whether or not the Condemnation Proceeds shall be sufficient for the purpose, shall proceed with due diligence to restore, repair, replace or rebuild the remaining part of the Improvements to substantially its former condition or with such changes or alterations as Tenant may elect to make in conformity with **Article 10** below so as to constitute a complete, rentable project. In the event of a Partial Taking, this Lease shall terminate as to the portion of the Premises so taken.

Section 9.05. Temporary Taking. If, at any time during the Lease Term, the whole or any part of the Premises, Tenant's leasehold estate, or the Improvements shall be Taken in condemnation proceedings or by any right of eminent domain for temporary use or occupancy (a "**Temporary Taking**") Sections 9.02 through 9.04 shall not apply and Tenant shall continue to perform and observe all terms under this Lease, except only to the extent that Tenant may be prevented from reasonably doing so as a result of

the Temporary Taking. In the event of any such Temporary Taking, Tenant shall be entitled to receive the entire amount of the Condemnation Proceeds made for such taking and reasonably apportioned to the Lease Term, whether paid by way of damages, rent or otherwise, subject to the provisions of Section 9.08 hereof. Tenant covenants that, upon the expiration of any such period of temporary use or occupancy, if during the Lease Term, it will, at its sole cost and expense, restore the Improvements, as nearly as may be reasonably possible, to the condition in which the same was immediately prior to such taking, wear and tear during such temporary use or occupancy excepted. To the extent that Landlord receives any portion of the Condemnation Proceeds as compensation for the cost of restoration or repair of the Improvements, Landlord shall, pay all such sums to Tenant as and when the Improvements are restored.

Section 9.06. Allocation of Award. Subject to the provisions of **Article 9** hereof, if the order or decree in any condemnation or similar proceeding shall fail separately to state the amount to be awarded to Landlord and the amount to be awarded to Tenant under the provisions of Section 9.02 or 9.03, above, or the amount of the compensation for the restoration of the Improvements under Sections 9.04 and 9.05, above, and the Parties fail to agree on such allocation within sixty (60) days after the final award or awards have been fixed and determined, the Parties agree that such allocation shall be determined by appraisers as follows:

(a) The Parties shall each appoint an appraiser within ninety (90) days of the date of the final condemnation order. The two appraisers so appointed shall promptly appoint a third appraiser within one hundred twenty (120) days following the date of the final condemnation order. If a Party fails to timely appoint an appraiser, no third appraiser shall be appointed, and the appraiser selected by the other Party shall determine the apportionment within one hundred eighty (180) days of the date of the final condemnation order.

(b) Within forty-five (45) days after the appointment of the third appraiser (if applicable), the two appraisers appointed by the Parties shall each determine and report to the third appraiser the appropriate apportionment. Within ten (10) days thereafter, the third appraiser shall determine which of the two apportionments determined by the appraisers appointed by the Parties is the more appropriate apportionment and the apportionment chosen by the third appraiser shall be final and binding upon the Parties and enforceable by any court of competent jurisdiction.

(c) All appraisers shall be members of the Appraisal Institute (M.A.I.) or, if such Institute shall not then exist, members of its successor organization or an organization of substantially equivalent stature. The fees of the appraisers shall be borne equally by the Parties.

Section 9.07. Right to Participate. Each of Landlord, Trustee and Tenant shall have the right, at its own expense, to appear in any condemnation proceeding and participate in any and all hearings, trials and appeals therein for the purpose of protecting its rights under this Lease and for Tenant to introduce evidence independently of Landlord to establish the value of or damage to the Improvements.

Section 9.08. Rights of the Parties under the Permitted Leasehold Mortgage. Notwithstanding anything herein to the contrary, for so long as any Permitted Leasehold Mortgage is in effect, the most senior Permitted Leasehold Mortgage shall control the application of all condemnation proceeds relating to the Premises. In any event, Tenant and the Permitted Leasehold Mortgagee shall participate in all settlements.

ARTICLE 10
CONSTRUCTION OF IMPROVEMENTS

Section 10.01. Construction of Improvements.

(a) Tenant shall diligently pursue completion of the Improvements in a sound workmanlike manner in accordance with this Lease and all Project Entitlements, the Declaration, Applicable Laws and Permits. As of the Commencement Date, Tenant expressly assumes all of Landlord's obligations related to the Project Entitlements and Permits.

(b) Tenant shall proceed diligently to obtain, and Landlord shall assist and cooperate with Tenant, without cost or expense to Landlord, in obtaining, all permits, authorizations and approvals required by Governmental Authorities, including without limitation, building permits required for construction of any Improvements (the "**Permits**").

(c) Tenant shall require the general contractor to secure, pay for, and maintain during the continuance of construction, commercial general liability insurance in an amount not less than One Million Dollars ($1,000,000.00), Builder's Risk insurance with coverage level reasonably acceptable to Landlord based on the anticipated value of the Improvements being covered, and worker's compensation insurance as required by statutes. All such insurance shall be with a company or companies of recognized responsibility, and certificates evidencing such policies and, upon Landlord's written request, true copies thereof, issued by the respective insurers shall be delivered to Landlord prior to Commencement of Construction with evidence of the payment of the premiums therefor stamped thereon or other evidence of payment satisfactory to Landlord. Landlord shall be endorsed as an additional insured under the commercial general liability insurance policy and builder's risk policy. All such policies shall provide that the Parties shall be given ten (10) days' prior written notice of any alteration or termination of coverage. Additionally, Tenant shall require its architect, civil engineer, and structural engineer (as applicable) to each maintain "errors and omissions" professional liability insurance in at least the amount of Two Million and No/100 Dollars ($2,000,000) per claim and $2,000,000 annual aggregate.

Section 10.02. Alterations. After completion of the Improvements, Tenant shall have the right, at any time and from time to time during the Lease Term, to make any and all Improvements and Alterations (as hereinafter defined) to the Premises as Tenant shall deem necessary or desirable, and without the consent of Landlord, including, provided that such changes and alterations do not: (a) violate the recorded Declaration, (b) do not reduce the number of affordable rental units and (c) do not reduce the total leasable square footage of the affordable rental units. If any of subsections (a) through (c) in the foregoing are not satisfied, Tenant may make Improvements and Alterations to the Premises, with Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. "**Alterations**" means any construction, reconstruction, replacement, expansion, repair or alteration of the Premises, including maintenance and repair which is capitalized rather than expensed pursuant to generally accepted accounting principles.

Section 10.03. As-Built Plans. Upon substantial completion of any Improvements, Tenant shall provide to Landlord (i) one electronic and one paper copy of As-Built drawings and As-Built specifications and (ii) a current, accurate, properly labeled, and certified by a certified surveyor or engineer, "as-built" ALTA survey prepared by an Arizona registered land surveyor or professional engineer depicting to scale the location of the completed improvements, as the same have been Constructed.

Section 10.04. Waste. Tenant shall not commit or suffer any physical waste or damage to the Premises.

Section 10.05. Ownership. The Improvements, any Alterations or other additions thereto, and any Tenant's Personal Property shall be owned by and title thereto shall be vested in Tenant at all times during the Term until the expiration or sooner termination of this Lease. Tenant alone will be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credits described in Section 42 of

the Internal Revenue Code of 1986, as amended (the "**Code**"). Tenant will have the right to amortize capital costs and to claim any other federal or state benefits attributable to the Improvements.

Section 10.06. Additional Approvals. Landlord hereby authorizes, subject to Landlord's prior approval, Tenant to apply for and obtain all necessary and desirable Project Entitlements from Governmental Authorities in connection with any Alterations permitted by this Lease. Landlord shall reasonably cooperate with Tenant, at Tenant's sole expense, in Tenant's efforts to obtain the Project Entitlements and shall, within ten (10) days of Tenant's written request, or sooner if required by a Governmental Authority, execute any and all applications, consents, and other documents reasonably and timely requested by Tenant in connection with the Project Entitlements. Landlord, if necessary, shall be the applicant with respect to the Project Entitlements, but Tenant shall be solely responsible for all application fees, expenses associated with the Project Entitlements. If additional Easement Interests are required in connection with the Alterations, Landlord shall not unreasonably withhold, condition or delay its consent thereto, and upon consent, Landlord shall, within ten (10) days of Tenant's written request, or sooner if required by a Governmental Authority, execute any and all applications, consents, and other documents reasonably and timely requested by Tenant in connection with approved Easement Interests.

ARTICLE 11
RESERVED.

ARTICLE 12
MECHANICS' LIENS

Section 12.01. Mechanics' Liens. Tenant shall pay or cause to be paid the total cost and expenses of the construction of the Improvements, any Alterations thereto, and other Improvements, made during the Lease Term. Tenant shall not suffer or permit any mechanics', vendors', laborers', or materialmen's statutory or similar liens (collectively, "**Mechanics' Liens**") to be filed against the Premises, nor against Tenant's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under Tenant. If any such mechanics' lien shall be filed, Tenant shall, within forty-five (45) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest, with due diligence, the validity or amount of any such lien or claimed lien. Subject to the foregoing provisions, if Tenant shall fail to cause such mechanics' lien to be discharged within such 45-day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such mechanics' lien by deposit or by bonding proceedings. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Premises or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all liability or loss of any type to the extent arising out of any work, construction or other activity by Tenant or on behalf of Tenant in connection with the Premises, except to the extent caused by the gross negligence or willful misconduct of, or misrepresentation by Landlord. Except as set forth in **Article 14**, Tenant shall not have any right, power or authority to encumber Landlord's fee interest in the Premises.

ARTICLE 13
USE; SURRENDER; INSPECTION

Section 13.01. Use of the Premises. Tenant shall not use or allow the Improvements or any part thereof, or the Premises, to be used or occupied for any purpose not specifically authorized by this Lease. The Premises shall, unless Landlord otherwise gives prior approval in writing, only be used as an affordable housing rental project comprised of thirty (30) multifamily rental units in accordance with the Declaration. This provision shall be specifically enforceable, and the subject of equitable relief given the unique nature of the real property interests and development thereof as set forth in this Lease.

Section 13.02. Surrender. Upon expiration or sooner termination of this Lease, (a) the Improvements and any Alterations shall become Landlord's property free and clear of all mechanics' liens and claims thereto by Tenant or through Tenant (but excluding, however, Tenant's Personal Property) and Tenant shall, if requested by Landlord, promptly execute a quit claim deed, bill of sale or other instruments reasonably requested by Landlord to confirm ownership in and possession of the Improvements by Landlord; and (b) Tenant shall surrender the Improvements in good order and repair, reasonable wear and tear excepted. Upon such expiration or sooner termination, Tenant shall also deliver to Landlord all non-confidential leases, lease files, plans, records, registers and all other papers and documents that may be necessary or appropriate for the proper operation and management of the Premises and the Improvements. Notwithstanding anything to the contrary herein, Tenant may remove from the Premises any and all of Tenant's Personal Property at any time prior to the expiration or sooner termination of this Lease. For purposes of this Lease, "**Tenant's Personal Property**" means any fixtures, inventory, equipment, furniture, vehicles, or other personal property of any type or kind located at or about the Premises which is owned or leased by Tenant or its tenants, agents, employees, contractors, or invitees. Tenant shall restore any damage to the Premises resulting from the removal of Tenant's Personal Property. Landlord hereby waives any landlord's lien it might hold, statutory, constitutional, contractual or otherwise, in any personal property owned or leased by Tenant and now or hereafter located on the Property. If so requested by Tenant, Landlord shall execute a waiver of any right, title or interest or right to seize any of Tenant's personal property on the Property that may be subject to a lien or security interest in favor of a Permitted Leasehold Mortgagee or a seller of Tenant's personal property or creditor holding a security interest in such personal property.

Section 13.03. Voluntary Surrender. Landlord shall not accept a voluntary surrender of this Lease without the prior written consent of all Permitted Leasehold Mortgagees and of Tenant's investor member.

Section 13.04. Inspection. Landlord shall have the right to enter into the Premises at reasonable times upon twenty-four (24) hours advance notice (except in the case of an emergency) for the purpose of inspecting the property.

ARTICLE 14
ASSIGNMENT, SUBLETTING, ENCUMBRANCES AND PERMITTED LEASEHOLD MORTGAGES

Section 14.01. Assignment, Subletting and Encumbrances. From time to time during this Lease term and subject to the terms of the Permitted Leasehold Mortgages, Tenant will be entitled to mortgage or encumber its leasehold interest (including, without limitation, refinancing of any mortgages entered into in connection with the initial financing of the Improvements), sublet all or any part of the Premises or assign Tenant's interest in this Lease without the prior written consent of Landlord, provided that, in the event of any assignment of this Lease or subletting of the Premises (except for residential leases entered into in the ordinary course of business), such assignee or sublessee shall assume, in writing, all of

the obligations, promises and covenants imposed upon Tenant hereunder. Landlord further acknowledges that the lenders may require Tenant to execute and deliver various documents that will need to be recorded against Tenant's interest in this Lease including without limitation, land use restriction agreements, mortgages, deeds of trust, and easements (collectively, the "**Encumbrances**"). If any party requires Landlord's interest in the Premises be subordinated to such Encumbrances, Landlord will execute and deliver such documents as are reasonable requested to evidence the same. Landlord represents and warrants that as of the Commencement Date, the Premises is free and clear of all liens and encumbrances except for Permitted Encumbrances (as defined in the Loan Documents) and except as disclosed in the Owner's Leasehold Title Policy to be dated as of the date of the Commencement Date. During the Lease Term, Landlord shall not transfer, encumber or otherwise dispose of the Premises or any interest therein without the prior written consent of Tenant and the Permitted Leasehold Mortgagees. Any such permitted transfer or encumbrance shall be conditioned upon any transferee or mortgagee acknowledging that so long as Tenant is not in default of its obligations hereunder, this Lease, and the tenancy provided herein, shall continue in full force and effect and Tenant shall be permitted to occupy the Premises under the terms hereof notwithstanding any default by Landlord under said mortgage or any transfer of title to the Premises by foreclosure, deed in lieu of foreclosure, or otherwise.

Section 14.02. Permitted Leasehold Mortgages.

(a) Landlord acknowledges and agrees that it will not be possible for Tenant to construct the Improvements without obtaining a loan or loans from one or more persons or entities in order to finance the construction of said Improvements and the development and operation of the Project. Therefore, Landlord hereby covenants and agrees that, except as provided in Section 14.02(d), **Article 16**, Section 17.02, and Section 21.03, its interest in this Lease is and shall be subject to, subordinate and inferior to any and all loans (interim, permanent, "cash flow", "soft" or refinancings thereof) obtained by Tenant for the purpose of financing the development and construction of the Improvements, including, without limitation, the loan of the proceeds of those certain Arizona Industrial Development Authority Multifamily Mortgage Revenue Bonds (Villas on Shelby Project) Series 2025A, 2025B and 2025C (the "**Bonds**"), and the following subordinate loans (i) the second priority non-recourse loan in the original principal amount of $5,000,000 made by the Arizona Department of Housing, and (ii) the third priority non-recourse loan in the original principal amount of $2,250,000 made by City, and to the lien of any deed of trust, assignment of leases, security agreements and other security documents or instruments securing any such loan (such deed of trusts, together with assignments of rents and leases, security agreements, and other collateral or security documents or instruments required by the Permitted Leasehold Mortgagee, as hereinafter defined, providing such financing, and all renewals, extensions, modifications, consolidations, replacements, assignments, and refinancings thereof, collectively, each a "**Permitted Leasehold Mortgage**") and to all advances made or hereafter to be made upon the security of such Permitted Leasehold Mortgage. Landlord shall, at Tenant's request and expense, join in, execute and/or deliver any and all Permitted Leasehold Mortgage(s) as may be reasonably required by Permitted Leasehold Mortgagee (as hereinafter defined) in order to subject and subordinate Landlord's interest in this Lease and such other interest as may be set forth in the Permitted Leasehold Mortgage, or to otherwise consent to or facilitate the subordination or encumbrance of Tenant's interest in this Lease and the Premises, to the lien of the Permitted Leasehold Mortgages, and upon Tenant's request and expense, Landlord shall join in, execute and/or deliver any and all such Permitted Leasehold Mortgage(s) as any Permitted Leasehold Mortgagee may reasonably deem necessary to evidence or confirm the subordination of this Lease and such other interest as may be set forth in the Permitted Leasehold Mortgage or the encumbrance of Landlord's interest herein to the lien of any such Permitted Leasehold Mortgage.

(b) Landlord hereby acknowledges and agrees that Tenant has entered into that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of _____, 2025 (the "**Senior Permitted Leasehold Mortgage**") for the benefit of U.S. Bank Trust Company, as

trustee (together with its successors and assigns, the "**Trustee**") in connection with the issuance of the Bonds, and may, without Landlord's consent but with notice, assign or mortgage this Lease (including any options it contains) pursuant to any Permitted Leasehold Mortgage for the purposes described in Section 14.02(a) above to a leasehold mortgagee or beneficiary under a leasehold deed of trust (each a "**Permitted Leasehold Mortgagee**"). A Permitted Leasehold Mortgagee (and anyone whose title derives from a Permitted Leasehold Mortgagee) may, without Landlord's consent but with notice, hold a foreclosure sale, take title to this Lease, and transfer or assign this Lease, either in its own name or through a nominee to any party.

(c) Except: (i) as permitted pursuant to Sections 14.02(a) and (b), and (ii) as to the successor to a Permitted Leasehold Mortgagee, neither Tenant nor any successor in interest to the Premises or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon Landlord's interest in the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to Landlord's interest in the Premises, except as approved with the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole and reasonable discretion (any deed of trust consented to by Landlord, as aforesaid, is also hereinafter referred to singularly as a Permitted Leasehold Mortgage), and except for an inchoate lien for taxes or municipal obligations, utility and access easements, restrictions required by the Code, other encumbrances incurred in the ordinary course of business of Tenant, and the Encumbrances.

(d) Notwithstanding anything contained herein to the contrary, Landlord shall not be required to suffer, incur, accept or assume any personal liability for any such financing, loans or indebtedness, or any costs or expenses thereof, or any other indebtedness or liability of Tenant thereunder, and any Permitted Leasehold Mortgage and other collateral or security documents or instruments of any nature whatsoever which Landlord may be called upon to join in, execute and/or deliver under and pursuant to this section shall expressly exculpate Landlord from and against any and all such personal liability.

(e) Landlord, by execution of this Lease, consents to Trustee, any successor trustee under the Loan Documents, and any of its successors and/or assigns, as the most senior Permitted Leasehold Mortgagee and such deed of trust securing the Bonds as the Senior Permitted Leasehold Mortgage.

ARTICLE 15
DEFAULT; BANKRUPTCY

Section 15.01. Bankruptcy. Subject to the provisions of the Senior Permitted Leasehold Mortgage, Tenant agrees that in the event (a) all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and such receivership or trusteeship continues for a period of seven (7) months; or (b) Tenant make an assignment for the benefit of creditors; or (c) Tenant institutes any proceeding under the Federal Bankruptcy Code as the same now exists or under any amendment thereof that may hereafter be enacted, or under any other act relating to the subject of bankruptcy, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or any involuntary proceeding be filed against Tenant under any such bankruptcy laws and Tenant has failed to assume this Lease in accordance with the provisions of Section 365 of the Bankruptcy Code (11 U.S.C. § 365) within 120 days from the date of filing or within such other period as may be set by the court, this Lease shall be deemed rejected and Tenant shall surrender the Property to Landlord. In such event, in addition to any and all rights or remedies of Landlord under this Lease or as otherwise provided by law and subject to the right of Permitted Leasehold Mortgagees under this Article 15 to assume this Lease, it shall be lawful for Landlord to declare the Lease Term ended and to reenter the Property and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder.

Section 15.02. Tenant Default. The occurrence of any of the following, and subject to any applicable Additional Cure Periods (defined in Section 15.05 below), shall constitute a default by Tenant under this Lease: (an "**Event of Default**"):

(i) If Tenant fails to timely pay the Additional Rent or other charges payable by Tenant under this Lease, and if such default continues for a period of thirty (30) days after written notice from Landlord to Tenant and all Permitted Leasehold Mortgagees, or

(ii) If Tenant be in default or breach in the prompt and full performance of any other of its material promises, covenants or agreements contained in this Lease and should such default or breach of performance continue for more than sixty (60) days, after written notice thereof from Landlord to Tenant and all Permitted Leasehold Mortgagees specifying the particulars of such default or breach of performance and passage of any applicable cure period provided herein.

(a) Tenant Default Remedies. Upon the occurrence of an Event of Default, Landlord may, in addition to all remedies at law and in equity, exercise any one (1) or more of the following remedies concurrently or in succession.

(i) Terminate Tenant's right to possession of the Premises by legal process or otherwise, and retake exclusive possession of the Premises with or without termination of this Lease;

(ii) Waive the Event of Default, in which case this Lease shall continue in full force and effect; provided, however, that no such waiver shall be deemed to be a permanent waiver of such default or similar default unless agreed otherwise in writing (nonetheless, Landlord shall be required to provide Tenant written notice of any continued or subsequent default pursuant to this **Article 15** prior to exercising its rights and remedies in this Section in connection therewith);

(iii) Negotiate in good faith with Tenant to amend this Lease or enter into a separate written accord to satisfy Landlord in lieu of Tenant curing the Event of Default; if the negotiations are unsuccessful, Landlord shall not be deemed to have waived its rights under Subsection (d) below;

(iv) From time to time recover unpaid damages arising from Tenant's breach of this Lease;

(v) Recover all costs, expenses and attorneys' fees (including without limitation litigation expenses, expert witness fees, and service of process fees) incurred by Landlord in connection with enforcing this Lease, recovering possession, or collecting amounts owed;

(vi) Perform any obligation on Tenant's behalf in accordance with **Article 5**; or,

(vii) Seek injunctive relief, including, if applicable, a mandatory injunction and/or specific performance; and/or

(viii) Pursue any other remedies expressly provided to Landlord in this Lease.

Notwithstanding the foregoing, if Landlord elects any one or more remedies granted above, Landlord shall have the right to elect one or more other remedies at any time or times thereafter. No action of Landlord shall be construed as an election to terminate this Lease unless written notice of such intention is given by Landlord to Tenant

Section 15.03. Interest on Unpaid Rent. Additional Rent and other sums payable by Tenant under this Lease which are not paid when due shall bear interest from the date due until paid at the Default Rate as hereinafter defined.

Section 15.04. Waiver. No failure by Tenant or Landlord to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy, and no acceptance of partial payment during the continuance of any default, shall constitute a waiver of any such default or of such provision. No provision of this Lease to be performed or observed by either of the Parties, and no Event of Default thereof shall be waived, altered or modified except by written instrument executed by the Parties. No waiver of any default shall affect or alter this Lease but each and every provision of this Lease shall remain and continue in full force and effect with respect to any other existing or subsequent Event of Default.

Section 15.05. Notice to Tenant; Grace Period; Notice and Opportunity to Cure. Anything in this Lease to the contrary notwithstanding, if an Event of Default occurs Landlord shall not exercise any right or remedy on account thereof which it holds under this Lease or applicable law unless and until Landlord provides notice and an opportunity to cure as follows: (a) Landlord shall so notify Tenant, Tenant's investor member, and all Permitted Leasehold Mortgagees, each of whom shall have the right to cure such Event of Default, and (b) Landlord shall not terminate this Lease upon an Event of Default unless and until Landlord has given Tenant, all of its members and all Permitted Leasehold Mortgagees notice of such Event of Default and sixty (60) days to cure such Event of Default ("**Additional Cure Period**"). If it cannot be reasonably cured within sixty (60) days, then Tenant and each Permitted Leasehold Mortgagee shall have such additional time as it shall reasonably require, so long as Tenant and/or any Permitted Leasehold Mortgagee is proceeding with reasonable diligence. For any Event of Default that cannot be cured without possession of the Premises, Landlord shall allow such additional time as Permitted Leasehold Mortgagees shall reasonably require to prosecute and complete a foreclosure or equivalent proceeding and obtain such possession including time to obtain relief from a bankruptcy stay in Tenant's bankruptcy. If a Permitted Leasehold Mortgagee completes a foreclosure and/or a Permitted Leasehold Mortgagee or a Tenant's member otherwise diligently exercises its rights and remedies hereunder, the Landlord shall waive any Events of Default which cannot reasonably be cured by a Permitted Leasehold Mortgagee and/or a Tenant's member. Tenant's investor member or any Permitted Leasehold Mortgagee may, but shall not be obligated or required to, cure a default and/or an Event of Default of Tenant that is uniquely specific to Tenant, such as bankruptcy, on behalf of Tenant and Landlord shall not terminate this Lease on the basis of any such default.

Section 15.06. Notwithstanding anything contained in this Lease to the contrary, Landlord agrees that at any time a Permitted Leasehold Mortgage(s) encumbers the Property, Landlord shall not exercise any of its remedies under this Lease, other than to specifically enforce Tenant's obligation to comply with Sections 4.01 and 13.01 and Tenant's indemnity obligations under this Lease.

Section 15.07. Right to Pursue Remedies.

(a) Permitted Leasehold Mortgagees shall have the right to pursue remedies under their respective loan documens without the consent of the Landlord upon the occurrence of a default and the expiration of applicable notice and cure rights thereunder and, the Permitted Leasehold Mortgagees shall have the right to assume this Lease as Tenant in its own name or in the name of a nominee, or to assign or sublet this Lease upon foreclosure or assignment in lieu of foreclosure of the Permitted Leasehold Mortgage.

(b) No assumption of liability hereunder shall be inferred from a Permitted Leasehold Mortgagee's foreclosure or other appropriative proceedings in lieu thereof. If a Permitted Leasehold Mortgagee, or its affiliate or designee shall succeed to the interest of Tenant under this Lease, whether as a

purchaser at a foreclosure sale or by the acceptance of a deed in lieu of foreclosure, such Permitted Leasehold Mortgagee or its affiliate or designee shall (i) not be liable for any act or omission of Tenant, and (ii) be released from all liability prior to the date such Permitted Leasehold Mortgagee or its designee or affiliate succeeds to the interest of Tenant.

(c) If this Lease terminates (to the extent termination is permitted by the terms of this Lease) because of an Event of Default of Tenant, because Tenant rejects it in Bankruptcy or similar proceedings or any other reason other than expiration of the Term, then Landlord shall, upon request by the most senior Permitted Leasehold Mortgagee, enter into a new lease for the remainder of the Term with the most senior Permitted Leasehold Mortgagee or its nominee or designee on the same terms (but without requirement to pay Base Rent) and with the same priority as this Lease and seek to structure the transaction to preserve the Exemption.

(d) This Lease shall not terminate as to the Permitted Leasehold Mortgagee because of any conveyance of Tenant's interest in the leasehold estate to Landlord or of the Landlord's interest hereunder to Tenant. Accordingly, if the leasehold estate and the fee estate are commonly held, then they shall remain separate and distinct estates. They shall not merge without the prior written consent by all Permitted Leasehold Mortgagees.

Section 15.08. Reserved.

Section 15.09. Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease until it has (a) failed to timely pay any amount due and payable by Landlord under this Lease, and if such default continues for a period of ten (10) business days after written notice from Tenant to Landlord, or (b) failed to perform any other obligation within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion. If any default by Landlord continues beyond the applicable cure period set forth in this Section 15.09, Tenant may pursue all rights and remedies in equity, including an action for injunctive relief and/or specific performance, subject, however, to **Article 17** below. Notwithstanding anything to the contrary herein and in addition to all other rights and remedies of Tenant in this Lease, if Landlord's default threatens the safety of persons or imminent damage to property (including title thereto), Tenant may, but shall not be obligated, to cure such default on Landlord's behalf, and Tenant shall have the right to seek reimbursement from Landlord. Notwithstanding anything to the contrary in this Lease, Tenant may not terminate this Lease without the consent of each Permitted Leasehold Mortgagee and, if during the low-income housing tax credit compliance period, Tenant's investor member.

ARTICLE 16
INDEMNIFICATION

Tenant agrees to indemnify, hold harmless and defend Landlord for, from and against any and all Claims as hereinafter defined, damages, losses and expenses, including but not limited to attorneys' fees, in connection with, arising out of, or resulting from Tenant's development, use or occupancy of the Premises, access or use of parking lots, walkways or common areas and any alterations or work done in or about the Premises by Tenant or on Tenant's behalf arising from any act or negligence of Tenant caused to any person or property occurring during the Lease Term in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, including but not limited to any such claim, damage, loss or expense related to bodily injury sickness, disease or death or to injury to or destruction of tangible property. For purposes of this Lease, "**Claims**" means all claims, actions, demands, liabilities, damages, costs, and

reasonable attorneys' fees. If any demand, action or proceeding is brought against Landlord by reason of any such Claims, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. This indemnity shall survive the expiration or sooner termination of this Lease. Landlord agrees to indemnify, hold harmless and defend Tenant for, from and against any and all Claims, damages, losses and expenses, including but not limited to attorneys' fees, in connection with, arising out of or resulting from Landlord's ownership of the Premises, arising from any grossly negligent act of Landlord or those acting on Landlord's behalf caused to any person or property occurring during the Lease Term in or about the Premises, or upon or under the sidewalks and the land adjacent thereto provided that such claim, damage, loss or expense is related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property.

ARTICLE 17
LIMITATIONS ON LANDLORD'S LIABILITY

Section 17.01. Landlord's Transfer. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises and in the event of any transfer or transfers of the title to such fee consented to in writing by Tenant and Trustee (a "**Permitted Landlord Transfer**"), the Landlord herein named (and in case of any subsequent transfers or conveyances constituting a Permitted Landlord Transfer, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance from all obligations on the part of Landlord contained in this Lease to be performed thereafter, provided that the grantee or transferee expressly assume, subject to the limitations of this **Article 17**, all of the terms, covenants and conditions in this Lease contained on the part of Landlord thereafter to be performed, it being intended by this Article that the covenants and obligations contained in this Lease on the part of Landlord shall, subject to the provisions of this **Article 17**, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership.

Section 17.02. Landlord shall not consent to any future mortgages or deeds of trust or permit any future liens, or encumbrances against the fee estate or the Property, or otherwise pledge, subordinate, assign or otherwise dispose of the fee estate or Property without the prior written consent of Tenant and any Permitted Leasehold Mortgagee. To the extent a future mortgage or deed of trust on the fee estate is permitted hereunder, such mortgage shall expressly provide that it is subordinate and subject to Tenant's interest under this Lease. Additionally, Tenant shall not subordinate its interest in the leasehold estate to any future encumbrance of the fee estate obtained by Landlord.

Section 17.03. Landlord's Liability. Notwithstanding anything to the contrary in this Lease, neither Landlord nor Landlord's general or limited partners, members, directors, officers, members employees, agents, constituent partners, beneficiaries, trustees, representatives, successors or assigns (collectively, "**Landlord's Affiliates**") shall be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in this Lease, and the sole right and remedy of Tenant or any subsequent assignee shall be against Landlord's interest in the Premises. Neither Tenant nor any subsequent assignee shall seek to obtain any judgment imposing personal liability against Landlord, Landlord's Affiliates, or their successors or assigns nor execute upon any judgment or place any lien against any property other than Landlord's interest in the Premises. Unless caused by the gross negligence or willful act of Landlord or its agents or employees, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, merchandise, or decorations or to any person or persons at any time on the Premises from steam, gas, electricity, water, rain, or any other source whether the same may leak into, issue or flow from any part of the Project or pipes or plumbing work of the same, or from any other place or quarter, nor shall Landlord be in any way responsible or liable in case of accident or injury including death to any of Tenant's employees, agents, subtenants, or to any person or persons in or about the Premises

or the streets, sidewalks or vaults adjacent thereto; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor.

ARTICLE 18
INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 19
CERTIFICATES OF LANDLORD AND TENANT

Tenant agrees at any time and from time to time upon not less than fifteen (15) days prior notice by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force and effect as modified and stating the modifications), and stating whether or not to the best knowledge of the signer of such statement Tenant or Landlord is then in default or may be in default with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease, and, if in default, specifying each such default, it being intended that any such statement delivered pursuant to this Section may be relied upon by Landlord or any prospective purchaser of the fee but reliance on such statement may not extend to any default as to which the signer shall have had no actual knowledge.

ARTICLE 20
NOTICES

All Notices must be in writing and must be sent by personal delivery, by United States registered or certified mail (postage prepaid), by electronic mail, or by an independent overnight courier service, fully prepaid and addressed to each of the parties as follows:

Landlord:
The Villas on Shelby, LLC
102 Roadrunner Road
Sedona, Arizona 86336
Attention: City Manager
Email: _____

Tenant:	The Villas on Shelby, LLC 30 South Oak Street London, Ohio 43140 Attention: Matthew A. Shoemacher Email: mshoemacher@hsdevpartners.ocm
with a copy to:	Nelson Mullins Riley & Scarborough LLP 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801 Attention: Roman Petra, Esq. Email: roman.petra@nelsonmullins.com
Tenant's investor member:	_____ _____ _____ _____ _____
with a copy to:	_____ _____ _____ _____ _____
Permitted Leasehold Mortgagee:	_____ _____ _____ _____ _____

Notices given by personal delivery are deemed delivered when actually received or when the receiving party refuses delivery. Notices given by mail are deemed delivered within three business days after the party sending the notice deposits the notice with the United States Post Office. Notices delivered by electronic mail are deemed delivered upon the receiving party's confirmation of receipt. Notices delivered by courier are deemed delivered on the next business day after the day the party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery. Any notice given by an attorney or agent acting on behalf of a party shall be effective as notice from such party. Any party may designate by notice in writing given in the manner specified above of a new or other address to which such notice or demand shall thereafter be so given or made. Courtesy copies of notices shall also be provided by email.

Landlord shall forward copies of any notices, demands, consents, approvals, requests and other communication and documents (other than Additional Rent and other periodic billing notices) that are sent to Tenant to Tenant's investor member and the Permitted Leasehold Mortgagees. No notice given by Landlord shall be effective against a Permitted Leasehold Mortgagee unless Landlord has given a copy of the notice to such Permitted Leasehold Mortgagee.

ARTICLE 21
HAZARDOUS MATERIALS

Section 21.01. Compliance with Hazardous Materials Laws. Tenant will not cause any Hazardous Materials to be brought upon, kept or used on the Premises in a manner or for any purpose that violates any Hazardous Materials Laws. Tenant, at its sole cost and expense, will comply with, and require all others using the Premises during the term to comply with, all Hazardous Materials Laws related to the use of the Premises. On or before the expiration or sooner termination of this Lease, Tenant will completely remove from the Premises (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws and at Tenant's sole cost and expense, all Hazardous Materials Tenant causes to be present in, on, under or about the Premises.

Section 21.02. Notice of Actions. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Premises that result from or in any way relate to Tenant's use of the Premises, promptly after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law (as hereinafter defined); (b) any Claims made or threatened relating to any Hazardous Material (as hereinafter defined); (c) any reports, records, letters of inquiry and responses, manifests or other documents made by any person, including Tenant, to or from any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations, and (d) any change in the operations on the Premises that will change Tenant's or Landlord's obligations or liabilities under Hazardous Materials Law. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Premises, without first notifying Landlord of Tenant's intention to do so and (i) affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Premises and (ii) obtaining Landlord's prior written consent thereto, which shall not be unreasonably withheld, conditioned or delayed.

Section 21.03. Hazardous Materials Indemnifications and Representation. To the fullest extent allowable under Hazardous Materials Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Tenant's insurance provider) and hold harmless Landlord for, from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, about or from the Premises (including water tables and atmosphere), but only to the extent arising from Tenant's use or occupancy of the Premises and subject to the limitations below. Tenant's obligations under this Section include, without limitation and whether foreseeable or unforeseeable, (i) the costs of any required or necessary repair, compliance, investigations, clean-up, monitoring, response, detoxification or decontamination of the Premises; (ii) the costs of implementing any closure, remediation or other required action in connection therewith; (iii) intentionally omitted; and (iv) consultants' fees, experts' fees and response costs (collectively, "**Environmental Costs**"). If any action or proceeding is brought against Landlord by reason of any such Claims, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. The obligations of Tenant under this **Article 21** survive the expiration or sooner termination of this Lease. Notwithstanding anything to contrary herein, Tenant's indemnification and other obligations in this Section 21.03 shall not include Claims or Environmental Costs to the extent caused by Landlord's negligence or willful misconduct.

Section 21.04. Environmental Definitions. "Hazardous Materials" means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia

compounds and other chemical products, asbestos in any form, PCBs; (b) any radioactive substance, transformers or other equipment containing dielectric fluid; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," "medical waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) oil or any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) radioactive materials and waste, and (viii) infectious waste. "Hazardous Materials Laws" means any federal, state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority, existing now or in the future, which classify, regulate, list or define Hazardous Materials or which deal with the regulation or protection of human health, industrial hygiene or the environment, including the soil, subsurface soil, ambient air, groundwater, surface water, and land use, including, but not limited to the following: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); the Resource Conservation Act and Recovery Act as amended (42 U.S.C. §§ 6901 et seq.); the Safe Drinking Water Act as amended (42 U.S.C. §§ 300f et seq.); the Clean Water Act as amended (33 U.S.C. §§ 1251 et seq.); the Clean Air Act as amended (42 U.S.C. §§ 7401 et seq.); the Toxic Substances Control Act as amended (15 U.S.C. §§ 135 et seq.); the Solid Waste Disposal Act as amended (42 U.S.C. §§ 3251 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the provisions of Title 49 of Arizona Revised Statutes; the regulations promulgated under any of the foregoing.

ARTICLE 22
REMEDIES: NO WAIVER; NO ORAL CHANGE

Section 22.01. Remedies Exclusive; No Waiver. The failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained in this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of funds with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressly in writing and signed by Landlord.

Section 22.02. Amendment. This Lease cannot be changed orally, but only by an agreement in writing signed by the Parties and only with the prior written consent of Tenant's investor member and any Permitted Leasehold Mortgagee, which consent shall not be unreasonably withheld or delayed.

ARTICLE 23
QUIET ENJOYMENT

Landlord covenants and agrees that Tenant, upon paying the Base Rent and Additional Rent provided for in this Lease and upon observing and keeping all of the covenants, agreements and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Lease Term, without hindrance by or from anyone claiming by, through or under Landlord.

ARTICLE 24
REAL ESTATE BROKERS

Each of the Parties hereby represent and warrant that it dealt with no real estate broker, agent or party who may be entitled to a commission or fee on account of this Lease. Each of the Parties hereby indemnifies and agrees to indemnify, protect, defend (with counsel reasonably acceptable to Tenant's insurance provider and Landlord) and hold harmless the other party for, from and against any and all Claims that may be incurred in the event the foregoing representation and warranty proves incorrect. If any action or proceeding is brought against a party (the "**Notifying Party**") by reason of any such Claims, the other party (the "**Receiving Party**"), upon notice from the Notifying Party, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Notifying Party. The obligations of Receiving Party under this **Article 24** survive the expiration or sooner termination of this Lease.

ARTICLE 25
REPRESENTATIONS

Section 25.01. Landlord's Representations. Landlord represents and warrants to and agrees with Tenant that as of the Effective Date:

(a) Due Organization. Landlord is a municipal corporation duly organized and existing in good standing under the laws of the State of Arizona.

(b) Landlord's Authority; Validity of Agreements. Landlord has full right, power and authority to lease the Premises to Tenant as provided in this Lease and to carry out its obligations hereunder. The individual(s) executing this Lease and the instruments referenced herein on behalf of Landlord have the legal power, right and actual authority to bind Landlord to the terms hereof and thereof. This Lease is, and all other instruments, documents and agreements to be executed and delivered by Landlord in connection with this Lease shall be, duly authorized, executed and delivered by Landlord and shall be valid, binding and enforceable obligations of Landlord and do not violate any provisions of any agreement or judicial order to which Landlord is a party or to which Landlord or the Property is subject.

(c) Sole Owner. Landlord is the sole owner of fee simple interest to the Premises as of the Effective Date. Except as expressly permitted herein, Landlord shall not take any action to effect title or permit or consent to any change to title to the Premises while this Lease is in effect (including, by the recordation of any restriction, encumbrance or other covenant against the Premises), and the sole and exclusive possession of the Property shall be delivered to Tenant on the Effective Date.

(d) No Third-Party Rights. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns and each Permitted Leasehold Mortgagee and Tenant investor member, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns and each Permitted Leasehold Mortgagee and Tenant investor member. Tenant shall not sign any amendment to this Lease without the consent of its investor member (and its successors and assigns).

(e) Litigation. To the actual knowledge of Landlord (a) there are no actions, investigations, suits or proceedings (other than tax appeals or protests) pending or threatened that affect the Premises, or the ownership or operation thereof, and (b) there are no judgments, orders, awards or decrees currently in effect against Landlord with respect to the ownership or operation of the Premises which have not been fully discharged prior to the Effective Date.

(f) Survival. All of the representations, warranties and agreements of Landlord set forth in this Lease shall be true upon the Effective Date, shall be deemed to be repeated at and as of the Commencement Date (except as otherwise set forth in writing to Tenant) and shall survive for the Lease Term.

(g) Liens. Landlord represents and warrants that as of the Commencement Date, the Premises is free and clear of all liens and encumbrances except as disclosed in the Leasehold Title Policy dated as of the Commencement date.

Section 25.02. "AS IS" Condition. Tenant acknowledges that it has examined the Property, is familiar with the physical condition, zoning, status of title and use that may be made of the Property and every other matter or thing affecting or related to the Property, and is leasing the same in its "AS IS" condition existing on the Effective Date. Except as specifically set forth in this Lease, Landlord has not made and does not make any representations or warranties whatsoever with respect to the Property or otherwise with respect to this Lease. Except as otherwise expressly provided in this Lease, Tenant assumes all risks resulting from any defects (patent or latent) in the Property or from any failure of the same to comply with any Applicable Law or the uses or purposes for which the same may be used or occupied.

Section 25.03. Tenant's Representations. Tenant represents and warrants to and agrees with Landlord that as of the Effective Date:

(a) Due Organization. Tenant is a limited liability company organized and existing in good standing under the laws of the State of Ohio and is registered to do business in the State of Arizona as a foreign limited liability company.

(b) Tenant's Authority; Validity of Agreements. Tenant has full right, power and authority to lease the Premises from Landlord as provided in this Lease and to carry out its obligations hereunder. The individual(s) executing this Lease and the instruments referenced herein on behalf of Tenant have the legal power, right and actual authority to bind Tenant to the terms hereof and thereof. This Lease is, and all other instruments, documents and agreements to be executed and delivered by Tenant in connection with this Lease shall be, duly authorized, executed and delivered by Tenant and shall be valid, binding and enforceable obligations of Tenant (except as enforcement may be limited by bankruptcy, insolvency or similar laws) and do not, and as of the Effective Date will not, violate any provisions of any agreement or judicial order to which Tenant is a party.

ARTICLE 26
MISCELLANEOUS

Section 26.01. Default Rate. All Additional Rent and other sums that may from time to time become due and payable by Tenant to Landlord under any of the provisions of this Lease shall bear interest from and after the due date thereof at the rate of eighteen percent (18%) per annum (the "**Default Rate**").

Section 26.02. Construction. In all cases the language in all parts of this Lease shall be construed simply, according to its fair meaning and not strictly for or against either Party. This Lease shall not be construed more strictly against one Party hereto than against any other Party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

Section 26.03. Headings. The word titles underlying the article and section designations contained in this Lease are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this instrument.

Section 26.04. Successors and Assigns. Subject to the other provisions of this Lease, this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and wherever a reference in this Lease is made to either Party, such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such Party, as if in every case so expressed.

Section 26.05. Memorandum of Lease. At the request of either Party, a Memorandum of Lease (in the form attached hereto as Exhibit B) shall be executed by the Parties and recorded in the Office of the County Recorder of Yavapai County, Arizona. In no event shall this Lease be recorded.

Section 26.06. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Arizona. Any suit against a Party relating to this Lease must be brought in Yavapai County or, if the suit is brought in federal court, in any federal court appropriate for suits arising in Yavapai County; the Parties waive the right to bring suit against each other elsewhere.

Section 26.07. Entire Agreement. This Lease, together with any written modifications or amendments hereafter entered into shall constitute the entire agreement between the Parties relative to the subject matter of this Lease, and shall supersede any prior agreement or understanding, if any, whether-written or oral, that Tenant may have had with Landlord relating to the subject matter of this Lease.

Section 26.08. Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 26.09. Attorneys' Fees. In the event of any litigation or formal dispute resolution between the Parties with respect to the subject matter of this Lease, the unsuccessful Party to such litigation or formal dispute resolution shall pay to the prevailing Party all costs and expenses, including reasonably attorneys' fees, incurred therein by the prevailing Party, all of which shall be included in and as a part of the judgment rendered in such litigation or formal dispute resolution.

Section 26.10. Consent. Whenever and wherever a Party's consent is to be granted or obtained pursuant to this Lease, unless expressly provided otherwise, such consent shall not be unreasonably withheld, conditioned or delayed.

Section 26.11. Reserved.

Section 26.12. Expenses. Subject to express provisions otherwise in this Lease, all fees and expenses incurred by any Party hereto in connection with this Lease shall be borne by such Party.

Section 26.13. Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by the Parties, the Parties agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further reasonable acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions expressly contemplated herein; provided, the same does not materially change the economic terms hereof.

Section 26.14. Number and Gender. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders.

Section 26.15. Holding Over. No holding over by Tenant after the Lease Term shall operate to extend this Lease. In the event of any unauthorized holding over, Tenant shall indemnify, defend and hold

harmless Landlord against all Claims by any other lessee to whom Landlord may have leased all or any part of the Premises effective upon the expiration or sooner termination of this Lease, and this indemnity shall survive the expiration or sooner termination of this Lease. Any holding over without the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month with a monthly rent equal to 150% of the fair market value of the prorated Base Rent for each day that Tenant fails to surrender possession of the Premises to Landlord, as determined by a licensed appraiser who is a member of the MAI of Landlord's selection.

Section 26.16. Reserved.

Section 26.17. No Accord and Satisfaction. Any endorsement or statement on any check or any letter accompanying any check or payment shall not be deemed an accord and satisfaction, unless expressly agreed to, in writing, by Landlord. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of outstanding payment or pursue any other remedy provided in this lease.

Section 26.18. Relationship of Parties. This Lease does not create between the Parties the relationship of principal and agent, or of partnership or joint venture, or any other association or relationship, other than that of landlord and tenant.

Section 26.19. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

Section 26.20. Defined Term. For purposes of this Lease, "upon expiration or sooner termination of this Lease" and variations thereof shall be limited to expiration of this Lease or termination as permitted by the express terms of this Lease.

The Parties have each caused this Lease to be executed and delivered by their duly authorized representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

LANDLORD:

City of Sedona, an Arizona municipal corporation

By: _____
Scott M. Jablow
Its: Mayor

Dated: _____

ATTEST:

_____
JoAnne Cook
City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson
City Attorney

[Signature Page to Ground Lease]

TENANT:
The Villas on Shelby, LLC, an Ohio limited liability company
By: HSDP The Villas on Shelby, LLC, an Ohio limited liability company
Its: Manager

By: _____
Matthew A. Shoemacher
Its: Manager

Dated: _____

[Signature Page to Ground Lease]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

When recorded, return to:
CITY OF SEDONA
Office of City Clerk
102 Roadrunner Drive
Sedona, AZ 86336

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made this ___ day of _____, 2025, by and between the **CITY OF SEDONA,** an Arizona municipal corporation ("**Landlord**") and **THE VILLAS ON SHELBY, LLC**, an Ohio limited liability company ("**Tenant**").

RECITALS

A. Landlord is the owner of certain real property, situated in the County of Maricopa, State of Arizona, more particularly described on attached Exhibit A (the "**Property**")

B. Landlord and Tenant have entered into a Ground Lease of even date herewith (the "**Lease**") with respect to the Property.

C. Pursuant to the Lease, the parties hereto desire by this Memorandum to confirm the existence of the Lease.

NOW, THEREFORE, IN CONSIDERATION of the entry into the Lease by the parties hereto and for other good and valuable consideration referred to therein, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby confirm that:

The leased premises are described on Exhibit A attached hereto.

The Lease is dated as of _____, 2025 ("**Commencement Date**").

The term of the Lease shall expire on the seventy-fifth (75^{th}) anniversary of the Commencement Date.

Nothing in this Memorandum is intended in any way to modify or amend the Lease or waive any of the respective rights thereunder of the parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereby has executed this Memorandum or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD:

The City of Sedona

By: _____
Scott M. Jablow
Its: Mayor

ATTEST:

_____
JoAnne Cook
City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson
City Attorney

TENANT:

The Villas on Shelby, LLC, an Ohio limited liability company

By: HSDP The Villas on Shelby, an Ohio limited liability company, its Manager

By: _____
Matthew A. Shoemacher
Its: Manager

STATE OF OHIO)
) ss.
COUNTY OF _____)

Acknowledged before me this ___ day of _____, 2025, by Matthew A. Shoemacher, the manager of HSDP The Villas on Shelby, LLC, the manager of The Villas on Shelby, LLC.

_____
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

When Recorded Mail To:

CITY OF SEDONA
Office of City Clerk
102 Roadrunner Drive
Sedona, AZ 86336

DECLARATION
OF AFFIRMATIVE LAND USE
AND RESTRICTIVE COVENANTS
IN FURTHERANCE OF PUBLIC PURPOSE

between

THE VILLAS ON SHELBY, LLC

and

CITY OF SEDONA,

Dated as of _____, 2025

DECLARATION OF AFFIRMATIVE LAND USE AND RESTRICTIVE COVENANTS IN FURTHERANCE OF PUBLIC PURPOSE

This **DECLARATION OF AFFIRMATIVE LAND USE AND RESTRICTIVE COVENANTS IN FURTHERANCE OF PUBLIC PURPOSE** (this "**Declaration**") is made and entered into as of this ____ day of _____, 2025 by and between **THE VILLAS ON SHELBY, LLC**, an Ohio limited liability company ("**Declarant**") and the **CITY OF SEDONA**, an Arizona municipal corporation ("**City**"). Declarant and City may be individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. City owns certain real property located at 2250 Shelby Drive, Sedona, Arizona 86336 within the City of Sedona, County of Yavapai, State of Arizona, more particularly described in **Exhibit A, Legal Description**, attached hereto and incorporated herein (the "**Property**").

B. The Property is located in the City's Housing Development Area as declared in Resolution 2012-21.

C. City has to agreed to lease the Property (the "**Ground Lease**") to Declarant solely for purpose of constructing and operating affordable, multifamily rental housing comprised of 30 residential units for the purpose of housing tenants whose annual income does not exceed 60% of Yavapai County area median income (the "**Project**") under the authority of A.R.S. §9-441 et. seq., which declares municipal assistance in providing for the acquisition, construction or rehabilitation of housing a valid public purpose and authorizes municipalities to aid the planning, undertaking and carrying out of housing development projects (the "**Public Purpose"**) and authorizes the City the powers listed in A.R.S. §9-441.02.

DECLARATION AND AGREEMENTS

NOW, THEREFORE, Declarant hereby declares, and City hereby agrees as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the Recitals hereto and in this Section 1:

"*Income Certification*" means a certification as to income and other matters executed by the household members of each resident in the Project substantially in the form as may be prescribed in writing by Declarant in accordance with this Declaration.

"*Low Income Tenant*" means a family whose annual income does not exceed an average of 60% of the median family income for Yavapai County, Arizona, as determined by HUD with adjustments for family size ("**Yavapai Median Family Income**"). The determination of a tenant's status as a Low Income Tenant shall be made by Declarant upon initial occupancy of a Unit in the Project by such tenant and at any time Declarant has knowledge that the number of occupants in that Unit has changed, on the basis of an Income Certification executed by the tenant. Any unit leased to a Low Income Tenant whose income increases above the applicable income limitation after initial occupancy ("**Over-Income Tenant**"), shall be deemed to remain in compliance until such Over-Income Tenant vacates the unit, at which time the units must be leased to a new "Low Income Tenant."

"*Project*" means the acquiring, constructing, improving, equipping and/or operating of a qualified residential rental housing project to be comprised of units described in Section 5(g) and improvements and facilities functionally related and subordinate thereto, to be generally located on the Property.

"*Property*" means the property located at 2250 Shelby Drive, Sedona, Arizona 86336 (Yavapai County Assessor Parcel Number 408-28-103F).

"*Public Purpose Period*" means the date of the recording of this Declaration and ending on the date which is 30 years after the date on which 50% of the Units in the Project are first occupied.

"*Units*" or "*Unit*" means residential units in the Project that are rent-restricted and individuals occupying such unit meet the income limitation applicable pursuant to 26 USC § 42(i)(3).

Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include each other gender, and words of the singular number shall be construed to include the plural number, and vice versa. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The defined terms used in the preamble and recitals of this Declaration have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Section, notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of this Declaration have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Declaration or any provisions hereof or in ascertaining intent, if any question of intent shall arise. Any reference in this Declaration to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Declaration or to a Section of this Declaration. All Exhibits attached to or referred to in this Declaration are incorporated by reference into this Declaration.

Section 2. Covenants to Run with the Land.

(a) Declarant hereby subjects Declarant's interest in the Property to the covenants, reservations and restrictions set forth in this Declaration. Declarant hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with Declarant's interest in the Property and shall pass to and be binding upon Declarant's successors in interest to the Property, including, without limitation, City; provided, however, that upon termination of this Declaration said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments, unless otherwise agreed to in writing by Declarant.

(b) City shall cause this Declaration, and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of Yavapai County, Arizona.

The Parties intend, declare and covenant, on behalf of themselves and all future owners of the property that, during the term of this Declaration, all of the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property (i) will be and are covenants running with the Property, encumbering the Property, and are binding upon the successors in title to Declarant and all subsequent owners of the Property, (ii) are not merely personal covenants of the Parties, and (iii) will bind the Parties and their respective successors and assigns during the term of this Declaration. The Parties hereby agree that any and all requirements of the laws of the state of Arizona to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land will be deemed to be satisfied in full, and that any requirements for privity of estate or title are intended

to be satisfied hereby, or in the alternative, that an equitable servitude has been created to ensure that these restrictions will run with the land. For the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Property or any portion thereof will expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein will survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or any portion thereof provides that such conveyance is subject to this Declaration.

Section 3. Burden and Benefit. Declarant hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the Property and that City's legal interest in the Project is rendered less valuable thereby. Declarant hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the Public Purpose for which the interest in the Property was acquired.

Section 4. Uniformity; Common Plan. The covenants, reservations, and restrictions hereof shall apply uniformly to the Project in order to establish and carry out a common plan for the use, development and improvement of the Property.

Section 5. Residential Rental Property. Declarant hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be constructed, developed, and operated for the purpose of providing multifamily residential rental property. Declarant will cause the Project to be managed and operated as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities.

(b) All the Units in the Project will be similarly constructed Units in terms of design, materials and quality, and each Unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities.

(c) No part of the Project will at any time during the Public Purpose Period be owned by a cooperative housing corporation, nor shall Declarant take any steps in connection with a conversion to such ownership or use, and Declarant will not take any steps in connection with a conversion of the Project to condominium ownership during the Public Purpose Period.

(d) All of the Units in the Project will be available for rental on a continuous basis to Low Income Tenants.

(e) Reserved.

(f) The Project consists of similarly constructed Units together with functionally related and subordinate facilities for use by all residents, such as recreational facilities, parking areas, heating and cooling equipment, trash disposal equipment and other facilities that are reasonably required for the Project.

(g) The Project will consist of 30 Units. 30 Units will be occupied by Low Income Tenants, of which 30 Units will be occupied by a tenant whose annual income does not exceed 60% of the Yavapai Median Family Income. The Unit restrictions contained in this paragraph will remain the same throughout the Public Purpose Period.

(h) Declarant hereby covenants to include the requirements and restrictions contained in this Declaration in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and to obtain the agreement from any such transferee to abide by all requirements and restrictions of this Declaration. Declarant's failure to include the requirements and restrictions contained in this Declaration in any transferring documents or failure to obtain the transferee's agreement to abide by all requirements and restrictions does not negate transferee's obligation to comply with the requirements and restrictions contained herein.

Section 6. Records and Reports. Declarant hereby represents, warrants and covenants as follows, that during the Public Purpose Period:

(a) Declarant will maintain complete and accurate records pertaining to the Units and will permit, at all reasonable times and upon reasonable advance notice during normal business hours, any duly authorized representative of City to enter upon the Project site or principal place of business to examine and inspect the Project and to inspect the books and records of Declarant pertaining to the Project, including those records pertaining to the occupancy of the Units.

(b) During the Public Purpose Period, on or before August 1st of each year, Declarant agrees to submit to City and City agrees to accept from Declarant the report and financial statement prepared by Declarant and delivered to the State of Arizona, Arizona Department of Housing ("ADOH") for monitoring compliance. Additionally, Declarant will submit to City any corrective action or clear letter received from ADOH related to each year's annual report and financial statement. Regardless of Declarant's obligation to submit the report and financial statement to ADOH, Declarant will submit the report and financial statement to City during the Public Purpose Period. After ADOH's compliance monitoring ends, City will submit the same annual report and financial statement submitted to ADOH for all Units and the Property ("Annual Report") to City prepared by an independent certified public accountant or other person, who in either case has been approved by City in writing ("Auditor"). The Annual Report will include adequate information for City to determine the financial condition and continued financial viability of the Project, data evidencing the income of each person who resides in the Units during the period from January 1st through December 31st of each year, an operating statement reflecting income and expenses for the reporting period for the Property, a certification by the Auditor that the annual income of all tenants occupying the Units during the reporting period satisfies the requirements of this Agreement, and otherwise be such in form and substance as is acceptable to City. Within 30 days after receipt of the Annual Report, City will approve or disapprove the operation of the Property as reflected in the Annual Report.

(c) During the Public Purpose Period, all leases or rental agreements shall be subordinate to this Declaration. All leases shall contain clauses, among others, wherein each tenant: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, that such tenant will comply promptly with all requests for information with respect thereto from Declarant or City, and failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges Declarant relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees the tenant's income is subject to annual certification.

(d) Declarant further covenants and agrees to prepare and submit to City, within 60 days prior to the last day of the Public Purpose Period, a certificate setting forth the date on which the Public Purpose Period will end.

(e) Declarant shall be solely responsible for any and all costs associated with conducting the compliance review in accordance with Section 6 of this Declaration. City shall neither incur nor be financially responsible for any such costs.

(f) Declarant shall not discriminate on the basis of race, color, sex (including sexual orientation and gender identity or expression), religion, source of income (e.g., AFDC or SSI), disability, national origin, or familial status in the rental, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(g) All reasonable costs, including fees and expenses of City (and its attorneys' fees and expenses) incurred in connection with enforcement of Declarant's compliance with the requirements of this Section shall be paid by Declarant.

Section 7. Sale or Transfer of the Property. Declarant hereby covenants and agrees not to voluntarily sell, transfer, or otherwise dispose of any interest it may have in the Property, or any portion thereof, including, without limitation, any leasehold interest, without obtaining the prior written consent of City, which consent shall not be unreasonably conditioned, withheld or delayed. Any such sale, transfer or disposition of any interest in the Property without City's consent shall be void. Declarant shall obtain from any such transferee an assumption agreement in form and substance reasonably satisfactory to City evidencing that such transferee has notice of, and is bound by, the requirements and restrictions of this Declaration. Declarant's failure to obtain an assumption agreement does not negate transferee's obligation to comply with the requirements and restrictions contained herein. The term "Transfer" under this Section 7 excludes the Ground Lease as described in Paragraph C of the Recitals; leases by Declarant in the ordinary course of its business; transfer of Declarant's investor member's or managing member's interest to an affiliate thereof; all pursuant to Ground Lessee's amended and restated operating agreement as it may be amended. Declarant agrees to provide City with written notice of the identity of any entity replacing the investor member and/or managing member and upon request by City, Declarant will provide City with the names of all owners of interests in Declarant. Declarant hereby covenants and agrees not to transfer the Ground Lease (except as described in Paragraph C of the Recitals), or any portion thereof, without obtaining the prior written consent of City, which consent shall not be unreasonably conditioned, withheld or delayed.

Section 8. Term. This Declaration shall become effective upon its execution and delivery and shall remain in full force and effect through the Public Purpose Period provided herein. Upon the termination of the terms of this Declaration, Declarant and City agree to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Declaration in accordance with its terms. This Declaration may also terminate by mutual written consent of the Parties.

Section 9. Default; Enforcement. If Declarant defaults in the performance or observance of any covenant, agreement or obligation of Declarant set forth in this Declaration, and if such default remains uncured for a period of 30 days after notice thereof shall have been given by City to Declarant, then City shall declare an "Event of Default" to have occurred hereunder; provided further, however, that, if the default stated in the notice is of such a nature that it cannot be corrected within 30 days, such default shall not constitute an Event of Default hereunder so long as Declarant institutes corrective action within said 30 days and diligently pursues such action until the default is corrected. Declarant's investor member has the right, but not the obligation, to cure an Event of Default on behalf of Declarant.

Declarant hereby agrees that specific enforcement of Declarant's agreements contained herein is the primary means by which City may obtain the benefits of such agreements made by Declarant herein, and Declarant therefore agrees to the imposition of the remedy of specific performance against it in the case

of any Event of Default by Declarant hereunder. All rights and remedies herein given or granted to City are cumulative, nonexclusive, and in addition to any and all rights and remedies City may have or may be given by reason of any law, statute, ordinance, document, or otherwise.

Section 10. Payment of Expenses. Declarant agrees to pay reasonable and necessary out of pocket expenses of City incurred in connection with the enforcement or amendment of this Declaration, excluding all allocations of internal overhead of City, within 30 days after receipt of written request for payment, provided that, prior to incurring such expenses, City confers with Declarant as to the reasonableness and necessity of such expenses.

Section 11. Governing Law and Venue. This Declaration and the rights of the Parties shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, without reference to any choice of law principles. Any judicial action to interpret or enforce the terms of this Declaration shall be brought and maintained in the Superior Court of the State of Arizona, in and for the County of Yavapai, the United States District Court in and for the District of Arizona, or any United States Bankruptcy Court in any case involving or having jurisdiction over City or the Project.

Section 12. Amendments. This Declaration shall be amended only by a written instrument executed by the Parties, and duly recorded in the real property records of Yavapai County, Arizona.

Section 13. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, electronic mail, certified or registered mail, postage prepaid, return receipt requested, a national overnight delivery service at the addresses specified below, or at such other addresses as may be specified in writing by Declarant hereto:

To City: City of Sedona
City Manager
102 Roadrunner Road
Sedona, Arizona 86336

To Declarant: The Villas on Shelby, LLC
30 South Oak Street
London, Ohio 43140
Attn: Matthew A. Shoemacher

with a copy to: Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue Suite 1400
Orlando, Florida 32801
Attn: Roman Petra, Esq.

To Investor: _____
_____
_____
_____
Attn: _____

with a copy to: _____
_____
_____
_____

Attn: _____

To Lender: _____
_____
_____
_____
Attn: _____

with a copy to: _____
_____
_____
_____
Attn: _____

Notice shall be effective upon mailing and upon receipt of personal delivery or electronic mail.

Section 14. Severability. If any provision of this Declaration shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 15. Multiple Counterparts. This Declaration may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 16. Notice of Ariz. Rev. Stat. § 38-511 Cancellation of Contracts. Notice is hereby given of the provisions of Ariz. Rev. Stat. § 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Declaration under the laws of the State.

Section 17. No Pecuniary Liability of Declarant. Neither City nor any of its elected officials, officers, directors, employees, contractors, consultants, counsel, program mangers or agents shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection herewith.

No provision of this Declaration shall require City to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

IN WITNESS WHEREOF, the Parties hereto have executed this Declaration as of the date stated above.

[*Signatures appear on following pages*]

CITY OF SEDONA, an Arizona municipal corporation, as City

By: _____
Scott M. Jablow
Its: Mayor
Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
By: Kurt W. Christianson, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

This Declaration, consisting of __ pages plus an attached Exhibit A, was signed and acknowledged before me this __ day of _____, 2025 by Scott M. Jablow, the Mayor of the City of Sedona, on behalf of the City.

_____

Notary Public

My Commission expires:

_____

[Signature Page of City of Sedona]

THE VILLAS ON SHELBY, LLC, an Ohio limited liability company, as Declarant

By: HSDP The Villas on Shelby, LLC
Its: Manager

By: _____
Name: Matthew A. Shoemacher
Title: Manager
Date: _____

STATE OF OHIO)
) ss.
COUNTY OF _____)

This Declaration, consisting of ____ pages plus an attached Exhibit A, was signed and acknowledged before me this ___ day of _____, 2025, by Matthew A. Shoemacher, as manager of HSDP The Villas on Shelby, LLC, as manager of The Villas on Shelby, LLC.

_____
Notary Public

My Commission Expires:

_____

[*Signature Page of The Villas on Shelby, LLC*]

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SEDONA, YAVAPAI COUNTY, ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Requested By:
When Recorded Return to:
Office of the City Clerk
City of Sedona, Arizona
102 Roadrunner Drive
Sedona, AZ 86336

LEASEHOLD DEED OF TRUST

Effective Date: As of Date of Recording	County and State where Real Property is located: Yavapai County, Arizona
TRUSTOR: The Villas on Shelby, LLC, an Ohio limited liability company 30 S. Oak Street London, OH 43140	BENEFICIARY: City of Sedona, an Arizona municipal corporation 102 Roadrunner Drive Sedona, AZ 86336
TRUSTEE: Fidelity National Title Insurance Company 60 E. Rio Salado Parkway, 11th Floor Tempe, AZ 85281	Obligation Secured: Promissory Note in the Amount of $2,250,000
Project Property: 2250 Shelby Drive Sedona, AZ 86336 PROJECT: Villas on Shelby	Project Property (Legal Description) SEE EXHIBIT A, attached hereto and incorporated herein

1. **Conveyance.** Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the Project Property, subject to existing taxes, covenants, conditions, restrictions, rights of way and easements of record, to be held as security for the payment by Trustor of the Obligations Secured as described on the cover page hereof, and for the performance of other obligations of Trustor as set forth in this Leasehold Deed of Trust (this "Deed of Trust").

2. **Appurtenances.** Trustor grants, together with the Project Property, all buildings and improvements now or hereafter erected thereon and all fixtures attached to or used in connection with the Project Property (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits or income therefrom (hereinafter "Property Income"), subject, however, to the right power and authority hereinafter given to Beneficiary to collect and apply such Property Income.

3. **Obligations Secured.** The obligations secured by this Deed of Trust are: a Promissory Note dated of even date herewith in the original principal amount of $2,250,000.00 made by Trustor in favor of Beneficiary ("Promissory Note"); and the Declaration of Affirmative Land Use and Restrictive Covenants in Furtherance of Public Purpose of even date herewith executed by Trustor in favor of Beneficiary in conjunction with this Deed of Trust ("Declaration"). The Agreement, Promissory Note and Declaration are collectively referred to herein as the "Obligations Secured." Capitalized terms used herein and not otherwise defined have the same meaning as the defined terms as set forth in the Agreement.

4. **Taxes, Assessments and Trust Expenses.** Trustor shall pay, before delinquent, all taxes and assessments affecting the Project Property, all encumbrances, charges and liens, when due, with interest, on the Project Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust and all lawful charges, costs and expenses of any reinstatement of this Deed of Trust following a default.

5. **Fire Insurance.** Trustor shall, at Trustor's expense, maintain in force fire and extended coverage insurance in any amount of not less than the full replacement value of any buildings which may exist on the Project Property with loss payable to Beneficiary. Trustor shall provide fire insurance protection on its furniture, fixtures and other personal property on the Project Property in an amount equal to the full insurable value thereof and promises that any insurance coverage in this regard will contain a waiver of the insurer's right of subrogation against Beneficiary. The amount collected under any insurance policy may be applied to any indebtedness hereby secured and in such order as the Beneficiary may determine, provide that upon request of the Trustor the entire amount so collected or any part thereof shall be released to Trustor for to be applied to the repair and restoration of the Project Property. Such application or release shall not cure or waive any default hereunder or cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

6. **Liability Insurance.** Trustor shall, at Trustor's expense, maintain in force policies of liability insurance, with Beneficiary as an additional insured thereunder, insuring Trustor against any claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Beneficiary's interest hereunder or the use and occupancy of Project Property by Trustor. Such insurance shall be in the following amounts:

    a. $1,000,000 against any claim resulting from injury to or the death of any one person.

    b. $2,000,000 against any claim resulting from injury to or deaths of any number of persons from any one accident.

    c. $1,000,000 against any claim resulting from the damage to or destruction of any property belonging to any person.

7. **Processing of Insurance Policies.** Trustor shall promptly deliver to Beneficiary the originals or true and exact copies of all insurance policies including flood insurance (if required) by this Deed of Trust. Trustor shall not do or omit to do any act which will in any way impair or invalidate any insurance policy required by this Deed of Trust. All insurance policies shall contain a written obligation of the insurer to notify

Beneficiary in writing at least 10 days prior to any cancellation thereof. Failure to maintain all insurance required under any of the Obligations Secured or this Deed of Trust shall be deemed a default and entitle Beneficiary to proceed in accordance with this Deed of Trust for such default.

8. **Indemnification of Trustee and Beneficiary.** Trustor shall hold Trustee and Beneficiary, harmless from and indemnify them for any and all claims of any nature whatsoever against Trustee or Beneficiary resulting from their interests hereunder or the acts of Trustor except to the extent that any claim raised by a third party is the result of the gross negligence or intentional misconduct of the Trustee or Beneficiary. Such indemnification shall include reasonable attorneys' fees and costs, including cost of evidence of title.

9. **Right of Beneficiary or Trustee to Pay Obligations of Trustor.** If Trustor fails or refuses to pay any sums due to be paid by it under the provisions of this Deed of Trust, or fails or refuses to take any action as herein provided, then Beneficiary or Trustee shall have the right, but not the obligation, to pay any such sum due to be paid by Trustor and to perform any act necessary. The amount of such sums paid by Beneficiary or Trustee for the account of Trustor and the cost of any such action, together with interest thereon at the lesser of 5% per annum in excess of the rate provided in the Promissory Note or the maximum legal contractual rate per annum, from the date of payment until satisfaction, shall be added to the Obligations Secured, unless otherwise specified by Beneficiary at the time of such payment. No excuse of obligation contained in any of the Obligations Secured shall be applicable to any payments made by Beneficiary or Trustee pursuant to this paragraph. The payment by Beneficiary or Trustee of any such sums or the performance of any such action shall be prima facie evidence of the necessity therefore.

10. **Condemnation.** Subject to the written requirements of any subordination agreement executed by Beneficiary, any award of damages in connection with any condemnation or injury to any of the Project Property by reason of public use or for damages for private trespass or injury thereto are assigned in full and shall be paid to Beneficiary, who shall apply them to the payment of the principal of the Obligations Secured, the interest thereon, and any other charges and amounts secured hereby in such manner as Beneficiary may elect. Any remaining balance shall be paid to Trustor. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Notwithstanding the foregoing, so long as Trustor is not then in material default hereunder or under any Obligations Secured, Beneficiary shall make the proceeds of condemnation available to Trustor upon request for use in repairing and restoring the Project Property; and any excess proceeds remaining shall be applied as provided in the preceding sentences of this Section 10.

    Unless Trustor and Beneficiary otherwise agree in writing, any application of such proceeds to principal shall not extend or postpone the due dates of any installment payments of the Obligations Secured or change the amount of such payments.

11. **Affordability**. At all times Trustee shall ensure that the affordability requirements, attached hereto and made a part hereof as Exhibit B, and of the Obligations Secured, are satisfied. Failure to satisfy the affordability requirements under any of the Obligations Secured shall be deemed a default and entitle Beneficiary to proceed in accordance with this Deed of Trust for such default.

12. **Care of Property.** Trustor shall take reasonable care of the Project Property and the buildings thereon and shall adequately maintain the Project Property in good repair and condition as at the date the Project Property shall obtain a certificate of occupancy from Maricopa County, or such jurisdiction with permitting authority over the Project Property, ordinary depreciation excepted. Trustor shall commit or permit no waste and do no act which will unduly impair or depreciate the value of the Project Property. For purposes of this section, adequate maintenance includes (a) removal of debris, salvage, junk cars, trash in and/or around the Project Property; (b) ongoing maintenance of landscaping of premises; and (c) compliance with "good faith effort" to maintain and clean interior and exterior of structure in compliance with the regulations promulgated under 26 U.S.C. § 42. If the Trustor fails to so care for the Project Property, then Beneficiary, at its option, may make or contract for the necessary repairs or remediation necessary to restore the Project Property and, the Trustor shall reimburse Beneficiary for the reasonable cost of such repairs and remediation on a timetable set by Beneficiary. No excuse of obligation contained in any of the Obligations Secured shall be applicable to any payments made by Beneficiary pursuant to this paragraph.

13. **Right to Inspect Project Property.** In addition to any inspection rights otherwise granted to Beneficiary pursuant to the Obligations Secured, at all convenient and reasonable times, upon prior notice to Trustor, Beneficiary or Trustee shall have the right and license to go on and into the Project Property to inspect it in order to determine whether the provisions of the Obligations Secured are being kept and performed. The Trustor agrees and understands that periodic site inspections will be made by Beneficiary.

14. **Event of Default.** In addition to any other items of default identified herein, each of the following shall be considered an event of default ("Event of Default") of this Deed of Trust:

    a. The occurrence of an event of default or breach of any provision of the Promissory Note or any other term of this Deed of Trust after written notice to Trustor and an opportunity to cure such default or breach, or failure of Trustor to pay on demand by Beneficiary any amount for which demand is made on Beneficiary by the U.S. Federal Government arising from the failure by Trustor of the Project Property to comply and is not caused, partially or otherwise by the Trustee or Beneficiary.

    b. The failure of Trustor to perform any duty or obligation required by the Obligations Secured and such failure continues after applicable cure periods;

    c. The removal or attempted removal by Trustor of any property included in the Project Property without the consent of Beneficiary other than in the ordinary course of Trustor's business;

    d. The failure of Trustor to maintain the Project Property in accordance with paragraph 11 above and such failure continues after applicable cure periods;

    e. Abandonment of the Project Property by Trustor;

    f. The filing, execution or occurrence of:

        i. A petition in bankruptcy by or against Trustor which is not dismissed within one hundred twenty (120) days.

        ii. A petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act which is not dismissed within one hundred twenty (120) days.

        iii. Adjudication of Trustor as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense.

        iv. An assignment by Trustor for the benefit of creditors, whether by trust, mortgage or otherwise.

        v. A petition or other proceedings by or against Trustor for the appointment of a trustee, receiver, guardian, conservator or liquidator of Trustor with respect to all or substantially all its property which petition is not dismissed within one hundred twenty (120) days.

        vi. Trustor's dissolution or liquidation or the taking of possession of Trustor's property by any governmental authority in connection with dissolution or liquidation.

g. Failure to provide reasonable additional assurances requested by Beneficiary or Trustee. For the purpose of this subparagraph, the term "additional assurances" does not include increases in the principal amount, the stated interest rate or reduction in the term of the Obligations Secured.

h. The sale, conveyance, transfer or attempted conveyance or transfer, or subjection to a mortgage or deed of trust, whether voluntary, involuntary or by operation of law, of the Project Property or any interest in it, without prior written consent of Beneficiary. Upon any prospective purchaser of the Project Property executing all necessary documents concerning the affordability requirements of the Obligations Secured, and upon Beneficiary being satisfied said prospective purchaser is capable of managing the Project Property to ensure satisfaction of the affordability requirements of the Obligations Secured going forward, Beneficiary's

consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, Beneficiary will consent to any refinance of indebtedness on the Property to which the Promissory Note or this Deed of Trust are subordinate, which such refinance will not constitute a default so long as such refinancing is conducted for the sole purpose of loss mitigation or foreclosure prevention, including any refinancing upon redemption or maturity of the existing indebtedness. Any refinance of indebtedness on the Property will be limited to the same amount to which the Beneficiary originally subordinated, and no greater amount without consent. Refinance activity regarding indebtedness on the Property for purposes of "cashing out," equity or that is otherwise not for the purpose of loss mitigation, foreclosure prevention, or retention of the property without the written consent of the Beneficiary is hereby deemed to constitute a default of the Note and Deed of Trust during the duration of the Note.

i. Notwithstanding anything to the contrary in the Obligations Secured, the following shall not constitute a default under the Obligations Secured or this Deed of Trust (a) the sale, transfer, conveyance or pledge of the investor member's interest in Borrower or any membership interest in an investor member, if any; (b) the right of the investor member to remove and replace the managing member; (c) the right of the managing member to acquire the investor member's interest at the end of the credit period and/or compliance period; (d) any amendment to an operating agreement of the Trustor (the "Operating Agreement"), which does not affect the financial terms of the Operating Agreement, and does not otherwise adversely affect the security interest of Beneficiary in the Project Property or Declaration, and (e) the leasing of the Project in the ordinary course of business.

j. For the avoidance of doubt, any sale, conveyance, transfer or assignment of the Multifamily Housing Revenue Bonds (Villas on Shelby Project), Series 2025A, Series 2025B and Series 2025C (collectively, the "Bonds"), issued by the Arizona Industrial Development Authority (the "Issuer") pursuant to that certain Indenture of Trust by and between the Issuer and U.S. Bank Trust Company, National Association, as bond trustee (the "Bond Trustee"), dated as of roughly even date herewith (as such may be amended, modified or supplemented from time to time, the "Indenture"), made in accordance with the requirements of the Indenture will not require the Beneficiary's consent.

15. **Cure Rights.**

    a. Beneficiary shall give Trustor, the Bond Trustee and any other person identified in paragraph 29 below, simultaneous written notice of any monetary Event of Default occurring under the terms of the Promissory Note prior to exercising any remedies thereunder. Trustor shall have a period of thirty (30) business days after receipt of such notice, or such longer period of time as may be set forth in the Promissory Note, to cure the default prior to exercise of remedies under the Promissory Note or this Deed of Trust.

    b. Beneficiary shall give Trustor, the Bond Trustee and any other person identified in paragraph 29 below, simultaneous written notice of any non-monetary default or Event of Default occurring under the term of the Obligations Secured, prior to exercising any remedies. Such non-monetary default or Event of Default shall not remain uncured for more than one hundred twenty (120) calendar days. If Beneficiary determines that Trustor has taken and diligently, continually and in good faith continues corrective action and that the non-monetary default or Event of Default cannot be corrected within the 120-day cure period, Beneficiary may, in its sole discretion, allow Trustor such additional time as may be reasonably necessary to cure the non-monetary default or Event of Default before Beneficiary exercises any remedies.

    c. Beneficiary agrees that any cure of any Event of Default described in the Obligations Secured by any person identified in paragraph 29 below, shall be deemed to be cured by Trustor and shall be accepted or rejected on the same basis as if made by Trustor.

16. **Acceleration.** In the event of default by Trustor, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice setting forth the nature thereof and of Beneficiary's election to cause the Project Property to be sold under this Deed of Trust. Beneficiary shall

also deposit with Trustee all documents evidencing the Obligations Secured and any expenditures secured hereby.

17. **Trustee's Sale**. Upon receipt of Beneficiary's notice of election to cause the Project Property to be sold, Trustee shall, in accordance with all provisions of law, give Trustor notice of trustee's sale and, after the lapse of the required amount of time, sell the Project Property at public auction, at the time and place specified in the Notice of Trustee's Sale, to the highest bidder of cash in lawful money of the United States, payable at the time of sale. Any persons, including Trustor, Trustee or Beneficiary may purchase at the Trustee's Sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for sale. Upon sale, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Project Property, but without any covenant or warranty, expressed or implied.

18. **Proceeds of Trustee's Sale.** After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title in connection with the sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, and the remainder, if any, to the persons legally entitled thereto or as provided by ARS §33-812 as currently codified or as amended.

19. **Defaults on Prior Encumbrances.** If there are mortgages upon the Project Property or other encumbrances which are prior in time or prior in right, then Trustor promises to comply with the terms of those prior mortgages or encumbrances. If Trustor fails to comply with such terms and defaults on those mortgages or obligations, such default shall also be considered a default of this Deed of Trust, and Trustee or Beneficiary herein may advance the monies necessary to remedy such defaults, and, if it does, such monies shall be added to the Obligations Secured and shall bear the maximum contractual legal rate of interest from the date monies are tendered unless otherwise specified by Beneficiary at the time of such payment. Beneficiary may also proceed on this default by exercising the same remedies it has on this Deed of Trust.

20. **Foreclosure and Other Remedies.** In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available hereunder and at law or in equity. All rights and remedies shall be cumulative.

21. **Reinstatement after Default.** Notwithstanding Beneficiary's acceleration of sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed Trust discontinued and to have the Deed of Trust reinstated at any time before the day of the Trustee's Sale or before the filing of a foreclosure action. In order to have the Deed of Trust reinstated after default, the Trustor must:

    a. Pay to Beneficiary the entire amount due under this Deed of Trust and the Obligations Secured, other than such portion of the principal as would not be due had no default occurred;

    b. Cure all defaults or covenants or agreements of Trustor regarding the Agreement as contained in this Deed of Trust;

    c. Pay costs and expenses incurred by Beneficiary and Trustee in enforcing the terms of this Deed of Trust and pursuing remedies;

    d. Pay reasonable attorney's fees actually incurred by Beneficiary and Trustee;

    e. Pay the recording fee for any cancellation of notice of sale; and

    f. Pay the Trustee's fees, in an amount not to exceed $600 or one half of one per cent of the entire unpaid principal sum secured, whichever is greater.

22. Upon reinstatement, this Deed of Trust and the Obligations Secured hereby shall remain in full force and effect as if no acceleration had occurred.

23. **Assignment of Property Income, Right of Entry and Appointment of Receiver.** As additional security, Trustor hereby gives Beneficiary the right, power and authority, during the continuance of this Trust, to collect the Property Income, reserving to Trustor the right, prior to any Event of Default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable.

24. Upon any such uncured Event of Default and subject to the interest of superior lien holders, Beneficiary may at any time, with notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property Income; in its own name sue for or otherwise collect such Property Income, including amounts past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, or as otherwise appropriate to preserve Beneficiary's security interest and ensure compliance with the Program, Department Guidance, and Federal Guidance (as those terms are defined in the Promissory Note); and in such order as Beneficiary may determine.

25. The entering upon and taking possession of the Property Income, the collection of such Property Income and the application thereof, shall not cure or waive any default or notice of Trustee's Sale hereunder or invalidate any act done pursuant to such notice.

26. **Acts of Trustee Affecting Project Property.** At any time, with notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Obligations Secured for endorsement, Trustee may, without liability, release and reconvey all or any part of the Project Property, consent to the making and recording, or either, of any map or plat of all or any part of the Project Property; join in granting any easement thereon; join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

27. Any such action by Trustee may be taken without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness.

28. **Satisfaction of the Obligation.** If Trustee receives full payment of the Obligations Secured in the amount secured or at the Maturity Date of the Promissory Note, whichever is earlier, at the request of Trustor, Beneficiary or Trustee shall acknowledge satisfaction of the Deed of Trust by recording and delivering to Trustor a Satisfaction or Release of Realty Deed of Trust in accordance with A.R.S. § 33712. However, the Declaration and Assignment of Affirmative Land Use recorded against the Project property shall remain in full force and in effect for the entire duration of its term.

29. **Notices**. Copies of all notices and communications concerning this Deed of Trust shall be mailed to the Parties at the addresses specified in this Deed of Trust. Any change of address shall be communicated to the other Parties in writing. Any documents which may adversely affect the rights of any party to this Deed of Trust shall be dispatched by Certified Mail, Return Receipt Requested. A copy of all foregoing notices and communications shall be mailed to: (i) the Investor Member at the following address c/o Raymond James Affordable Housing Investments, Inc., 880 Carillon Parkway, St. Petersburg, Florida 33716, Attn: Steven J. Kropf, President; and (ii) the Bond Trustee at: U.S. Bank Trust Company, National Association, 111 Filmore Avenue East, EP-MN-WS3C, St. Paul, Minnesota 55107, Attention: Martha Early, E-mail: martha.early@usbank.com.

30. **Headings**. The marginal or topical headings of the provisions herein are for convenience only and do not define, limit or construe the contents of these provisions.

31. **Interpretation**. In this Deed of Trust, whenever the context so requires, masculine gender includes the feminine and neuter, and the singular includes the plural and vice versa.

32. **Applicable Law.** This Deed of Trust shall be subject to and governed by the laws of the State of Arizona, in particular the provisions of ARS Title 33, Chapter 6.1, regardless of the fact that one or more Parties now is or may become a resident of a different state.

33. **Nonwaiver**. The failure of the Beneficiary at any time to require performance of any provision or to resort to any remedy provided under this Agreement, or the Beneficiary's agreement to provide accommodation outside the terms of this Agreement, shall in no way affect the right of the Beneficiary to require contract performance or to resort to a remedy at any time, or to refuse to make accommodation thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced. No course of dealing or any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

34. **Succession of Benefits**. The provisions of this Deed of Trust shall inure to the benefit of and be binding upon the Parties hereto, their heirs, personal representatives, conservators and permitted assigns.

35. **Successor Trustee**. Beneficiary may appoint a Successor Trustee in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

36. **Entire Agreement**. The terms of this Deed of Trust, the Obligations Secured and attached Exhibit A executed this date constitute the entire agreement among the Parties and the Parties represent that there are no collateral or side agreements not otherwise provided for within the terms of this Deed of Trust.

37. **Time of Essence**. Time is of the essence in this Deed of Trust and every term, condition, covenant and provision hereof.

38. **Modification**. No modification of this Deed of Trust shall be binding unless evidenced by an agreement in writing and signed by all Parties.

39. **Partial Invalidity**. If any provision of this Deed of Trust is held to be invalid or unenforceable all the remaining provisions shall nevertheless continue in full force and effect.

40. **Subordination.** This Deed of Trust, the Contract and the Note are subject that certain Subordination Agreement (as such may be amended, modified or supplemented from time to time, the "Subordination Agreement") dated as of roughly even date herewith, by and among the Trustor, U.S. Bank Trust Company, National Association, as bond trustee, and the Beneficiary.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

TRUSTOR:

The Villas on Shelby, LLC, an Ohio Limited Liability Company
By: HSDP The Villas on Shelby, LLC, an Ohio Limited Liability Company
Its: Manager

By: _____
Matthew A. Shoemaker, Manager

STATE OF OHIO)
) ss.
County of _____)

The foregoing Deed of Trust was acknowledged before me this _____day of _____, _____, by Matthew A. Shoemacher, Manager of HSDP The Villas on Shelby, LLC, Manager of The Villas on Shelby, LLC

_____
Notary Public

My Commission expires:_____

EXHIBIT A- LEGAL DESCRIPTION

[*TO BE PROVIDED BY TITLE COMPANY PRIOR TO RECORDING]*

EXHIBIT B– OCCUPANCY RESTRICTIONS AND PROJECT UNIT CHARACTERISTICS

This Attachment describes the specific affordability requirements and occupancy restrictions for the Project required by the applicable program regulations and the project characteristics as described and represented to the City of Sedona. The Project shall be operated and maintained according to the unit mix and with the amenities described herein.

1. Residential Rental Unit Mix. The Villas on Shelby, LLC acknowledges that the Project shall contain 30 total residential rental units (the "Units").

2. Tenant Income and Rent Restrictions. The Units shall be rented to qualifying tenants at the income levels and the rent limits described below:

The Units and must be occupied by low-income households initially earning no more than 60% of the area median gross income adjusted by family size ("60% AMI") with gross rents not to exceed 30% of qualifying household income, as each is published annually by the Arizona Department of Housing ("ADOH") for the area in which the Project is located.

a) For the purposes of determining whether an individual or family remains a low-income household at the 60% AMI level, increases in tenant income are permitted as follows: Any Unit occupied by an individual or family who is at or below 60% AMI at the commencement of occupancy shall continue to be treated as if occupied by a qualifying tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's unit will continue to be treated as if occupied by a tenant with income at 60% AMI so long as during the period of noncompliance each available Unit of a comparable or smaller size is rented to a tenant with income at or below 60% AMI.

b) Annual Recertification of Tenant Income: The Villas on Shelby, LLC must reexamine the income of tenants living in the Units at least annually. Each recertification must take place on the anniversary of the original income evaluation and lease signing unless the Declarants has adopted an annual schedule to perform all verifications at the same time.

c) Source Documentation – The City will defer to the LIHTC regulations for the income eligibility of applicants to be determined by examining source documentation which provides evidence of annual income. Household income must be verified by The Villas on Shelby, LLC in accordance with the LIHTC Regulations. The project shall obtain and keep as part of its records the required documentation from the applicant for all units on an annual basis.

CITY OF SEDONA AFFORDABLE HOUSING LOAN SECURED PROMISSORY NOTE

$2,250,000.00

_____, 20__
Sedona, Arizona

FOR VALUE RECEIVED, The Villas on Shelby, LLC, an Ohio limited liability company ("Borrower") promises to pay to the City of Sedona, an Arizona municipal corporation ("Lender"), at 102 Roadrunner Drive, Sedona, AZ 86336, or at such other place as the Payee may from time to time designate, in lawful money of the United States of America, the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND ($2,250,000.00) (the "Note"). The City Loan will be repaid in accordance with the terms and conditions as hereinafter provided.

RECITALS

A. Borrower, as tenant, and Lender, as landlord, entered into that certain ground lease of even date herewith (the "Land Lease") for property located at 2250 Shelby Drive, Sedona, Arizona whose legal description is attached hereto as Exhibit A and incorporated herein (the "Property").
B. Borrower and Lender entered into a Declaration of Affirmative Land Use and Restrictive Covenants in Furtherance of Public Purpose of even date herewith (the "Declaration") to be recorded in Yavapai County.
C. Borrower has applied to Lender for rental development financing for the construction of the Project, as hereinafter defined, on the terms and conditions hereinafter provided (the "City Loan").
D. The City Loan will be secured by a Leasehold Deed of Trust and Assignment of Rents of even date herewith (the "Deed of Trust" and together with this Note, the "Loan Documents").
E. Lender has agreed to loan the City Loan to the Project, provided that Borrower agrees to abide by the terms and provisions of the Land Lease, Declaration and the Loan Documents.

Now, therefore, in consideration of the mutual promises and covenants set forth herein, and of all other valuable consideration, Borrower and Lender agree as follows:

The above recitals are incorporated herein and made a part of this Note.

1. Borrower shall use the sums advanced under this Note toward the construction of thirty (30) affordable housing units on the Property (the "Project").

2. Payment of this Note will be secured by the Deed of Trust.

3. Subject to Section 6 below, Borrower shall pay the Lender annual installments of principal and interest at the rate of the 5.0% per annum, beginning on the first day of _____, 2027, and continuing the 1st day of _____ each year thereafter, as set forth in the debt service schedule attached as Schedule 1 (the "Annual Payments"), together with all outstanding and accrued interest on the City Loan. Interest shall begin to accrue on the date of disbursement of the City Loan proceeds. The entire outstanding principal balance and all accrued and deferred interest will be due and payable on 1st day of _____, 2055.

4. Maker shall have the right to prepay this Note, in whole, without penalty, discount, or premium.

5. Notwithstanding any other section hereof, so long as no Event of Default under the Loan Documents, Land Lease or Declaration, has occurred, Borrower shall not be required to pay the Annual Payments prior to the Maturity Date, and Lender shall not be entitled to be paid on the Note prior to the Maturity Date, except to the extent the Borrower's Surplus Cash (as defined and in the amounts set forth in Borrower's Amended and Restated Operating Agreement dated as of April 1, 2025) is available, such amount to be no less than fifty percent (50%) of the balance of Surplus Cash after the first twenty-five percent (25%) of such amount has been paid to a senior lender. Upon the occurrence of any default, after the applicable notice and cure period, the outstanding balance of all previous City Loan payments become immediately due and payable, in addition to the other remedies provided hereby.

6. The occurrence of any of the following shall constitute an Event of Default under this Note:

   (i) Maker fails to pay any amount due hereunder within fifteen (15) days of written demand;
   (ii) any sale, lease, exchange, conveyance, assignment, refinance or other transfer of the Property, except as otherwise permitted in the Loan Documents, without the prior written consent of Payee; or
   (iii) any violation of the covenants or restrictions set forth in the Declaration.

7. Upon the occurrence of any Event of Default, beyond any applicable notice and cure periods of the Loan Documents, at the option of the Payee, the entire unpaid principal sum of this Note shall become immediately due and payable Payee's failure to exercise this option shall not constitute a waiver of the right to exercise such option in any subsequent Event of Default. Payee's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

8. Payee shall not exercise any right or remedy provided for herein because of any default of maker unless, in the event of a monetary default, Maker shall have failed to pay the outstanding sums within a period of thirty (30) calendar days after the date of the notice that payment was due, or in the event of a nonmonetary default, Payee shall have first given written notice thereof to Maker, and Maker shall have failed to cure the nonmonetary default within a period of thirty (30) calendar days after the date of such notice; provided that if the nonmonetary default cannot be cured within thirty (30) calendar days and Maker proceeds diligently with effort to cure such default until it shall be fully cured within no more than ninety (90) calendar days after the giving of such notice, Payee shall not exercise any right or remedy provided for herein until such ninety (90) day period shall expire. Notwithstanding the foregoing, Payee shall not be required to give any notice or allow any part of the grace period if Maker shall have filed a petition in bankruptcy or for reorganization or a bill in equity or otherwise initiated proceedings for the appointment of a receiver of its assets, or if Maker shall have made an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Maker and such appointment or such receivership is not terminated within sixty (60) days of such appointment. With respect to any right to cure or cure period provided in this paragraph 7, performance of a cure by an entity or partner of Maker shall have the same effect as would like performance by Maker.

9. Maker and any endorsers hereof and all others who may become liable for all or any part of this

obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof, or of any installment hereof, to the release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

10. Maker shall pay immediately, upon demand, all costs and expenses of Payee, including without limitation reasonable attorney fees, for the collection of this Note upon default. Maker shall pay immediately, upon demand, all costs and expenses of Payee, including without limitation reasonable attorney's fees, if Payee seeks to have the Property abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

11. If Payee shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the Property or the title thereto or the interest of the Payee under the Deed of Trust, including without limitation, any form of condemnation or eminent domain proceeding, Maker shall reimburse Payee immediately upon demand for all costs, charges, and attorneys' fees incurred by payee in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Property.

12. All payments required under this Note shall be delivered to the Payee at the City of Sedona, 102 Roadrunner Drive, Sedona, AZ, 86336 or such other place as the Payee notifies Maker in writing.

13. This Note shall be binding upon Maker, its successors and assigns and shall inure to the benefit of Holder and any subsequent holder of all or any portion of this Note, and their respective successors and assigns. Holder may from time to time transfer all or any part of its interest in this Note and the Loan Documents, without notice to Maker.

14. This Note shall be construed in accordance with and be governed by the laws of the State of Arizona.

15. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16. This Note shall be secured by the Deed of Trust encumbering the Property as set forth in paragraph 1 above.

17. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

Remainder of Page Intentionally Blank.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note on the date first written above.

BORROWER:

By: The Villas on Shelby, an Ohio limited liability company
By: HSDP The Villas on Shelby, LLC
Its: Manager

By: _____
Matthew A. Shoemacher, Manager

Date: _____

LENDER:

CITY OF SEDONA, an Arizona municipal corporation

By: _____
Scott M. Jablow, Mayor

Date: _____

ATTEST:

By: _____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

CITY OF SEDONA, ARIZONA

LAND LEASE AGREEMENT
THE VILLAS ON SHELBY, LLC

(2250 Shelby Drive)

(PLEASE DO NOT REMOVE-THIS IS PART OF THE OFFICIAL DOCUMENT)

LAND LEASE AGREEMENT

This Land Lease Agreement ("this Lease") is executed to be effective the __ day of _____, 20___ ("Effective Date"), between the City of Sedona, an Arizona municipal corporation ("the City"), and The Villas on Shelby, LLC an Ohio limited liability company ("Lessee"). City and Lessee are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the City is the owner of vacant land located at 2250 Shelby Drive, Sedona, AZ 86336, also known as Yavapai County APN 408-28-103F, containing approximately 1.14 acres and being more particularly described in the Legal Description attached to **Exhibit A** of this Lease (the "Property").

WHEREAS, Lessee desires to lease the Property solely for the purpose of constructing and operating a multi-family, rental housing project comprised of 30 residential rental units for the purpose of housing tenants with an income of sixty percent (60%) of Yavapai County area median income ("AMI") as more particularly described in **Exhibit B** attached to this Lease (the "Project");

WHEREAS, the Property is located in the City's Housing Development Area as declared in Resolution 2012-21 and this Lease is entered into under the authority of A.R.S. §9-441 et. seq., which declares municipal assistance in providing for the acquisition, construction or rehabilitation of housing a valid public purpose and authorizes municipalities to use its monies to aid the planning, undertaking and carrying out of housing development projects and authorizes the City the powers listed in A.R.S. §9-441.02.

WHEREAS, the Parties acknowledge that the Project qualifies as an economic development activity; that the Project will assist in the creation and retention of jobs and will otherwise improve and enhance the economic welfare of the residents of the City by increasing access to affordable housing, stimulating further economic development in the City, , and by constructing public infrastructure improvements; that the City's participation in this Lease will serve legitimate economic development purposes as authorized by A.R.S. §9-500.11; and that the City's participation authorized by this Lease is not grossly disproportionate to the benefits the City will receive during the Lease and that in the absence of the City's participation the affordable housing Project would not be constructed.

WHEREAS, the Project will be financed, in part, by funds received in exchange for tax credits awarded under the Arizona Department of Housing Low Income Housing Tax Credit Program and Lessee agrees to restrict 100% of the Project units for affordable housing for tenants at 60% AMI) for the duration of this Lease. This Lease is consistent with the City's Development Incentives and Guidelines for Affordable Housing ("DIGAH"), and the City's Community Plan in effect on the date

of this Lease. The Project, as shown in the Site Plan, meets DIGAH requirements and is eligible for a density bonus, if applicable.

WHEREAS, Lessee desires to use the Property for the Project in accordance with the Sedona Land Development Code and subject to the terms and conditions of this Lease; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

AGREEMENT

THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. The Recitals set forth at the beginning of this Lease are deemed incorporated herein, and the Parties hereto represent they are true and correct.

2. LEASE; PRIVILEGES; RESTRICTIONS; RESERVATIONS.

A. The City hereby leases the Property to Lessee and grants to Lessee the following privileges, uses and rights, subject to and conditioned upon Lessee's full, timely, complete, and faithful performance of all terms and conditions:

1. (a) Lessee will be deemed the sole owner of the Project, (b) Lessee alone will be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credits described in Section 42 of the Internal Revenue Code of 1986, as amended, and (c) Lessee will have the right to amortize capital costs and to claim any other federal or state benefits attributable to the Project improvements.

2. So long as Lessee is not in default of its obligations hereunder, City shall not transfer, encumber or otherwise dispose of the Property or any interest therein without the consent of Lessee.

3. In addition to said general privileges, uses and rights, the City grants to Lessee the right to construct and operate the Project on the Property, provided Lessee complies with all applicable federal, state, and local laws, building and fire codes.

B. Lessee hereby accepts the Property and the terms and conditions of the Lease. Lessee shall not use the Property for any purposes other than those specified above.

3. TERM.

A. The construction term of this Lease shall commence on the Effective Date and continue for a maximum period of eighteen (18) months or when the Certificate of Occupancy is issued, whichever comes first (the "Construction Term"). In no event shall the Construction Term last longer than eighteen months.

B. The original term of this Lease shall be for a period of seventy-five (75) years commencing on the expiration of the Construction Term and expiring on the same date 75 years later, unless sooner terminated pursuant to the provisions contained in this Lease.

4. RENT.

A. At the Effective Date of this Lease, Lessee will pay the City the sum of FIFTY THOUSAND DOLLARS ($50,000.00). Annually thereafter, Lessee shall pay, without notice and free from all claims, deductions or set-offs against the City, annual rent in the amount of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) per year.

B. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

5. UTILITIES.

Lessee will pay for all charges, fees, deposits and other amounts for utility connections and for utilities used at the Property. Any changes to utility facilities shall be strictly limited to the Property and shall be undertaken by Lessee at its sole cost and expense.

6. IMPROVEMENTS.

A. Lessee shall have the right to construct a 30-unit apartment complex and related improvements (collectively, sometimes referred to herein as the "Improvements" or the "Project") on the Property. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City, and upon completion of any improvements or modifications, Lessee shall furnish to the City two (2) complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Lessee shall secure all applicable building permits and approvals from the City. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications, which the City may deem necessary with regard to the safety of the Property and Project. Use of the Property is hereby restricted to affordable housing and related uses and the Property may not be used for any other purpose without the prior written consent of the City, which may be given or withheld at City's sole discretion.

B. Design Requirements. All of Lessee's improvements, which includes the Improvements, shall comply with the following design requirements:

1. All Lessee's improvements shall be contained entirely within the Property and without any encroachment or dependence upon any other property, except that Lessee's improvements shall include construction of related curbs, gutters, pavement, landscaping, and other improvements City determines to be

appropriate in the public right-of-way.

2. All Lessee's improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other buildings and improvements located at the Property.
3. All Lessee's improvements shall comply with all requirements of law. Lessee shall be responsible to directly obtain all necessary permits and approvals from any and all necessary governmental agencies.

C. Lessee shall, at its own cost, finance, design, and construct the Project. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner.

D. City's consent shall not be required for minor changes deemed by Lessee during the course of construction to be necessary to complete construction as contemplated by the latest plans approved by the City. Minor changes are those that do not change compliance with the Sedona Land Development Code or materially alter the structure, size, layout, location, quality, appearance, functionality or other aspects of any area, feature, structure, or other aspects of any Improvements. Lessee shall give to the City as much advance notice of any minor changes as is reasonably possible, and in any event, no less than ten (10) days prior to making such minor changes.

E. Prior to the start of any construction on the Property, Lessee or its contractor shall name the City as a dual obligee under the payment and performance bonds to be obtained by Lessee's general contractor with respect to construction of the Improvements. Each bond shall be filed with the Yavapai County Recorder prior to commencement by Lessee of the Improvements on the Property.

F. Lessee shall keep the Property and all improvements free of any liens of any kind or nature for any work done, labor performed or material furnished on or to the Property. If any such lien is filed, Lessee shall, at its sole cost, remove such lien from the Property within thirty (30) days the filing of such lien.

G. Lessee will begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of a building permit, if necessary, for the construction. Lessee will diligently pursue construction of the improvements or modifications.

H. The Project, and all other improvements and modifications made by Lessee which become fixtures to the Property become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from Lessee.

I. In the event the Property consists of more or less than any stated acreage or square feet, this Lease shall nevertheless continue and Lessee's obligations hereunder shall not be

increased or diminished.

7. ACCEPTANCE; MAINTENANCE; REPAIRS.

A. Lessee warrants that it has inspected the Property and accepts possession of the Property and any current improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by federal, state and local law, and Lessee acknowledges the suitableness and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the City shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property, the Project, or to any of the improvements located thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore the Project and any improvements placed upon the Property by Lessee.

B. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain the Project and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, including following the lifetime maintenance schedule. Additionally, Lessee, without limiting the generality hereof, shall:

1. Keep at all times, in a clean and orderly condition and appearance, the Property, the Project, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property; and

2. Be responsible for the maintenance and repair of all utility services lines and fire suppression systems placed on the Property and used by Lessee exclusively; and

3. Repair any damage caused by Lessee, or its agents, employees or invitees, to the Property or Project; and

4. Maintain the Property and Project in accordance with all applicable local building, plumbing and electrical codes, construction standards, environmental regulations, neighborhood preservation ordinances, zoning ordinances, and other ordinances.

C. If Lessee fails to maintain, clean, repair, replace, rebuild or repaint the Project within a period of thirty (30) days after written notice from the City to do any work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and repair, replace, rebuild or paint any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof shall be payable to the City by Lessee on demand; provided that if in the opinion of the City, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees, the tenants or property of the City, and the City so states in its notice to Lessee, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving

of such notice, and Lessee shall pay to the City all costs of such work on demand. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting there from. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations to be stated otherwise herein.

8. ADDITIONAL OBLIGATIONS OF LESSEE.

A. Except as expressly set forth herein, City will not make any expenditure in connection with the Property or the Project, and all costs, expenses and obligations of every kind relating to the Property and the Project, which may arise or come due during the Lease term will be paid by Lessee.

B. Lessee agrees to pay during the Lease term, all real estate taxes and special assessments assessed with respect to the Property, Project, and improvements and all personal property taxes assessed with respect to Lessee's personal property.

C. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and shall use a system of recycling and refuse disposal approved by the City.

D. Lessee shall not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

E. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

F. Lessee shall not do, nor permit to be done, any act or thing upon the Property which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease.

G. Land Use Restriction Agreement. The Property or Project shall not be used for short-term rentals (rental terms of less than thirty (30) days) or conversion to a condominium or otherwise divide the Property during the term of this Lease. Lessee shall cause to be recorded, a deed restriction, limiting the rental of Property units in substantially the form provided in **Exhibit "D"** Land Use Restriction Agreement ("LURA") which will be effective only during the term of this Lease. Upon the expiration of the Affordability Period (as defined in the LURA) and for the remainder of the Lease Term, the parties agree that the Project will continue to be affordable housing units with income restrictions to serve households earning at or below 60% of Yavapai County Area Median Income.

H. Tenant Selection. Prior to leasing any unit at the Property, Lessee will adopt written tenant selection policies and criteria ("Tenant Selection Policies") consistent with applicable

federal laws and regulations, and approved in writing by the City, that are consistent with the purpose of providing affordable housing for low income families and provide for (1) the selection of tenants from written waiting lists in the chronological order of their application, insofar as is practicable, and (2) the prompt written notification to any rejected applicant of the grounds of any rejection.

I. Annual Audit Report and Review of Rents. Lessee shall provide a copy of an annual audit to the City for the previous twelve (12) months of operation of the Project. Additionally, the Lessee shall provide an annual occupancy report to the City providing income amounts of tenant occupied units, unit rent, employer, unit type and AMI bracket of each tenant. The Lessee shall provide to the City a copy of all required audits by HUD or LIHTC funding within ten (10) days of receiving such audit(s). The books and records of the Lessee shall be made available to the City within fourteen (14) days after written request to the Lessee. Lessee will re-examine family income, composition, and rents for the units annually and new rents proposed by Lessee for units must be approved in writing by the City before taking effect.

J. Lessee Representations. Lessee represents and warrants that:

1. Lessee has the full right, power and authority to enter into and perform this Lease and each of the obligations and undertakings of Lessee under this Lease, and the execution, delivery and performance of this Lease by Lessee has been duly authorized and agreed to in compliance with the Lessee's organizational documents.
2. As of the date of this Lease, Lessee knows of no litigation, proceeding or investigation pending or threatened against or affecting Lessee contesting the validity or enforceability of this Lease or Lessee's performance under this Lease.
3. The execution, delivery and performance of this Lease by Lessee is not prohibited by, and does not conflict with, Lessee's organizational documents or any other agreements, instruments, judgments or decrees to which Lessee is a party or to which Lessee is otherwise subject.
4. Lessee has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed appraiser retained by the Lessee. Lessee has been assisted by counsel of its own choosing in connection with the preparation and execution of this Lease.

9. CITY LOAN.

A. City of Sedona Loan. Subject to the terms and conditions of this Lease and as set forth in the loan documents, the City shall provide the Lessee with a loan in an amount not to exceed TWO MILLION TWO HUNDRED AND FIFTY THOUSAND ($2,250,000.00) ("City Loan") which Lessee shall use toward the development and construction of the Project and the Budget attached hereto as **Exhibit H** "Budget" provided, further, that Lessee must complete each milestone of the Project by no later

than required in the schedule of performance (see **Exhibit G**, "Schedule of Performance"), and Lessee must deliver each phase of the Project having no less than the attributes required by **Exhibit B** "Project Description". The City Loan shall be evidenced by the City of Sedona Affordable Housing Loan Secured Promissory Note ("Promissory Note") and secured by the City of Sedona Affordable Housing Loan Deed of Trust and Assignment of Rents ("Deed of Trust") both executed by the Lessee of even date herewith, substantially in the forms attached hereto as **Exhibit E** "Loan Documents" and incorporated herein by this reference. The term of the City Loan shall be thirty (30) years. Prior to disbursement of any of the City Loan, Property Owner will execute the Deed of Trust, Promissory Note and LURA.

B. City Loan Repayment Terms. Lessee hereby unconditionally acknowledges and promises to repay the City Loan as follows: Lessee shall pay to City three hundred sixty (360) consecutive monthly, payable on the 1st day of each month, equal principal installments and interest payments ("Loan Payments"), commencing on the expiration of the Construction Term and upon the beginning of original term of this Lease. The City Loan will bear interest at 5.30% (the current long-term Applicable Federal Rate ("AFR")) beginning to accrue at the time of disbursement.

C. City Loan Maturity Date. The entire unpaid principal balance and all accrued or deferred interest is due and payable three hundred seventy-eight (378) months (30.5 years) after the Effective Date of this Lease or 30 years after the commencement of the original term of this Lease, whichever occurs first ("Maturity Date"), at which time Lessee shall pay City the entire outstanding principal amount and interest payments of the City Loan.

D. Deferment. Notwithstanding any other subsection herein, for as long as Lessee is in compliance with all terms and conditions of this Lease, including the Loan Documents, Lessee shall not be required to pay the Loan Payments prior to the Maturity Date, and the Holder shall not be entitled to receive payment on the Promissory Note prior to the Maturity Date, except to the extent Surplus Cash (as defined herein) is available and paid annually as provided herein. Upon the occurrence of any default under the terms of this Lease, or the Loan Documents, after the applicable notice and cure period, the outstanding balance of all previous Loan Payments become immediately due and payable, and the City shall be allowed to exercise and any all remedies at law or equity in addition to the other remedies provided hereby.

E. Surplus Cash Allocation. Prior to the Maturity Date, Lessee must use fifty percent (50%) of its Surplus Cash (as defined herein) to the extent available to make Loan Payments when such payments are due, to make Loan Payments that were not paid when due, and to pay all other amounts due to the City. Any portion of the Loan Payments not paid in accordance with Sections 9.A and 9.B shall be due and payable on the Maturity Date. However, nothing in this Section 9 shall prevent Lessee from making prepayments under the Note.

F. Annual Project Cash Flow Analysis Report. Not less than thirty (30) days before the first Loan Payment is due and annually thereafter (the "Annual Cash Flow Payment Date"), Lessee shall prepare and deliver to City a cash flow analysis report ("Annual Project Cash Flow Analysis Report"), showing Lessee's computation of Surplus Cash, as well as the sources and uses of all Project funds. The Annual Project Cash Flow Analysis Report, and the amount of the Surplus Cash deemed to be available for payment of the City Loan, shall be for the preceding calendar year (the preceding year

beginning in January and ending in December). The Annual Project Cash Flow Analysis Report shall be certified as correct by Lessee. Surplus Cash shall be calculated based on Lessee's audited financial statements for the twelve-month period ending on the last day of December for the preceding calendar year.

G. Surplus Cash Definition. "Surplus Cash" means, for the 12-month period ending on the 31st day of December preceding the date on which each Annual Cash Flow Payment Date, the sum of gross rent revenues (less rental taxes and tenant security deposits) and other income received by Lessee from the operation of the Project, less:

1. annual accrued debt service for the permitted encumbrances described in Exhibit F, and
2. actual operating expenses (including but not limited to utilities, supplies, repair and maintenance costs, property taxes, property management fees, insurance escrows and reserves, supportive services cost, and amounts deposited in any replacement reserve account), and
3. payment of asset management fees and operating deficit loans.

H. Disbursement of City Loan. Provided Lessee is otherwise in full compliance with the terms and conditions of this Lease, Lessee will be entitled to request disbursements from the City Loan at specified construction milestones based on the following disbursement schedule:

Construction Milestone	**Disbursement Amount**
60% total construction completion	1/2 Loan Balance minus retention
90% total construction completion	1/2 Loan Balance minus retention
100% total construction completion	Closeout Disbursement

Construction completion will be determined by comparing the work completed to the total work needed to complete the Project. Disbursement will be for the cost items (each a "Cost Item") reflected in the Budget; and the City will be obligated to disburse the Loan amounts in a timely manner upon delivery to the City in form and substance acceptable to the City, in accordance with the following terms and conditions:

1. Satisfactory supporting invoices, payment receipts, lien waivers, building permits, and such certifications by Lessee evidencing the reasonableness and appropriateness of the costs of the Project as may be requested by the City (collectively, the "Supporting Documents").
2. Satisfactory evidence that the applicable lien periods have expired or, in lieu thereof, Lessee has received lien waivers or releases from all contractors, subcontractors, laborers and materialmen, and any materialmen's or mechanic's liens that may have been recorded have either been paid in full or Lessee has posted an appropriate surety bond to discharge the same.
3. The City may inspect the work completed that is the subject of a Request for Disbursement, or cause an inspection of the work completed to be conducted by a qualified architect or engineer of the City's selection, to verify the statements contained in the Request for Disbursement and Supporting

Documents. After receipt of the required documents and completion of any inspection by or caused by the City, the City will compute the difference between the percentage of completion for each Cost Item approved by the City at the time of the current Request for Disbursement and the percentage of completion for each Cost Item approved by the City at the time of the immediately preceding approved Request for Disbursement, and will disburse an amount equal to 90% of the product of the percentage difference for each Cost Item and the total projected cost for each such Cost Item.

4. The remaining 10% of the City Loan will be disbursed upon delivery by Lessee of each of the following to the City:
   i. written request with Supporting Documents,
   ii. written certificate and warranty, in form and substance satisfactory to City, signed by Lessee, certifying the Project has been "substantially completed" in accordance with the Scope of Development and Plans. For purposes of this Agreement, "substantially completed" means the development required by the Scope of Development and the Plans is so substantially complete that it satisfies the City's minimum property standards as defined in the Land Development Code, all applicable building, plumbing and electrical codes, construction standards, environmental regulations and zoning ordinances, and all other requirements of the City and any other governmental authorities have been satisfied, including all inspections required by those authorities, and is ready to be occupied by tenants in accordance with this Agreement, all as determined by the City.
5. If at any time it appears to the City the undisbursed portion of the City Loan and other sources of funds for construction are insufficient to pay for the completion of the Project, the City will not be required to make further disbursements unless and until within five (5) business days of delivery of notice from the City to Lessee of such deficit Lessee deposits with the City, in cash or instruments satisfactory to the City, the amount the City deems necessary to cure the deficit.

10. CONSTRUCTION CONTRACT REQUIREMENTS & PLANS.

A. Construction Contract. All construction contracts entered into by Lessee for the Project (each a "Construction Contract") will comply with applicable state law requirements, and will require the Project be commenced, executed and completed within the time limits set forth in the Schedule of Performance. Lessee will provide the City with copies of each Construction Contract, any amendments or substitutes approved by the City, and any and all other contracts executed pursuant to this Lease.

B. Construction Quality. Lessee will cause all work on the Project to be performed and installed with labor and materials of at least the quality normally used by builders of good reputation in similar projects in the Yavapai and Coconino County Arizona areas, and in a good and workmanlike manner, in substantial accordance with the Plans (except for deviations approved in writing by all appropriate governmental authorities and by the City).

C. Contractors. Each Construction Contract will require the general contractor ("General Contractor") or the Lessee to obtain adequate builder's all-risk, fire, and general liability insurance coverage, from an insurance company and in amounts satisfactory to Lessee and the City, to ensure the completion of the Project and to prevent the Parties from incurring

any liability for claims arising from the construction or development of the Project pursuant to this Lease. Said insurance will be in addition to, and will not take the place of, the coverage and indemnification pursuant to Section 17. Lessee will obtain and furnish the City with verification that insurance has been obtained by the General Contractor prior to the commencement of construction of the Project. Each such Construction Contract shall require the General Contractor to furnish a bond or bonds covering the Contractor's faithful performance and completion and the payment of all obligations arising thereunder in such form as may be approved by the City and with such insurance company or other surety as City may approve, which approval will not be unreasonably withheld.

D. Plans. Lessee will provide the City with a copy of detailed plans and specifications for the Project and any amendments thereto ("Plans") and a survey acceptable to the City which will include a site plan and a legal description consistent and improvement measurements, location of adjoining streets (or the distance to the nearest intersecting streets), and location and elevation of the 100-year floodplain (when applicable).

E. Ownership of Construction Documents. During the Construction Term, upon an event of default, or any expiration or termination of this Lease, Lessee shall promptly assign to and provide the City with all Plans, Project architectural drawings with good license to use such drawings, Project building plans, site plans, permits, and all other documents reasonably related to the construction of the Project.

F. Procurement Compliance Evidence. Lessee will provide the City, upon request, with evidence satisfactory to the City that it complies with all applicable federal, state including A.R.S. Title 34, and local, procurement laws.

11. RIGHT OF FIRST REFUSAL; OPTION; ASSIGNMENT AND SUBLETTING.

A. The Lessee shall grant to City (or its designee) a right of first refusal to acquire the Project at the end of the 15-year tax credit compliance period for the "minimum purchase price" as defined in Section 42 of the Code. At the end of the thirtieth (30^{th}) lease year, Lessee shall grant to City an option to purchase the Project at a price of One Hundred Dollars ($ 100.00). The exercise of the City's option to purchase shall cause this Lease to terminate.

B. The Parties agree Lessee is uniquely qualified to perform the obligations imposed by this Lease and therefore, this Lessee may not assign this Lease without the prior written consent of the City. Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property without the prior written consent of the City.

C. To obtain City's consent, Lessee shall provide the City for its evaluation with written notice at least thirty (30) days prior to the proposed assignment of: the potential assignee's biographical and financial information, including but not limited to: two (2) year profit and loss statement, assignee's credit history, and a history devoid of any illegal or litigious activities, the proposed effective date of the assignment, a description of the portion of the premises to be assigned, all of the material terms of the proposed assignment and the consideration therefor, and any other information reasonably required by the City in order to evaluate the proposed transfer. Any assignment or transfer made without the City's prior written consent shall, at the City's option, be void.

D. City has the absolute right for any reason or for no reason in its sole discretion to give or

withhold consent to any assignment or to impose any conditions upon any assignment, except as expressly provided in this Lease.

E. This Lease shall control any conflict between this Lease and the terms of any assignment.

12. FUNDING SOURCES.

A. Lessee will construct the Project with the proceeds of various funding sources, including some or all of the following:

1. an equity investment with respect to approximately $1,782,244 of low-income housing tax credit equity ("LIHTC Equity") by Raymond James Affordable Housing Investments, its successors and assigns, or its affiliate ("Investor");
2. a construction loan in the approximate original principal amount of $7,300,000 _to Lessee by Red Stone [Additional Information Required_____, ("Construction Loan" or "Approved Loan");
3. a loan from the Arizona Department of Housing (State Housing Trust Funds), in the amount of $$5,000,000 ("ADOH Loan");
4. General Partner and Special Limited Partner Equity Contribution in the amount of $100.00 each;
5. Deferred Developer Fee Note from the Developers in the amount of $121,128.00; and
6. The City Loan as described in Section 9.

B. Lessee may only mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to those parties and for those purposes as set forth in Exhibit **"F"** ("Permitted Encumbrance"), incorporated herein by this reference. Any such Permitted Encumbrance shall be subject to all of Lessee's obligations under this Lease. Except for a Permitted Encumbrance, no person or entity shall have the right to place any mortgages, deeds of trusts, liens or encumbrances of any nature on the Property, nor shall any permitted assignment result in a subordination, in whole or in part, of the City's rights under this Lease. After the initial closing, City has the absolute right for any reason or for no reason in its sole discretion to give or withhold approval of any additional Permitted Encumbrance, mortgage, deeds of trusts, liens, or debt of any nature on the Property.

13. SIGNS.

Lessee may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size, and location of signs must be approved in writing by the City prior to installation.

14. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Lease by giving Lessee thirty (30) days written notice after the happening of any of the following events:

1. The failure of Lessee to perform any of its obligations under this Lease, provided that Lessee fails to cure its default within said 30-day notice period, including failing to construct the Project within the Construction Term or failure to follow the Schedule of Performance;
2. Lessee's failure to make available for rental all units at the Property solely for the purpose of providing affordable housing to families whose annual income does not exceed 60% of the AMI.
3. Lessee's failure to make any payment of principal or interest required under the Note when due, and such failure continues for a period of ten (10) days after receipt of written notice of such failure.
4. The breach of any material representation or warranty set forth in this Agreement or any other Loan Document, or the existence of any material misrepresentation of fact by Lessee in any document submitted to the City in support of the Loan or in connection with any of the Loan Documents and remain uncured for thirty (30) days after written notice.
5. Lessee's failure to obtain and maintain the insurance required under this Agreement and the other Loan Documents, and such failure continues for a period of ten (10) days after written notice.
6. The taking of possession for a period of ten (10) days or more of substantially all of the personal property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
7. Lessee's failure to maintain good and marketable leasehold title to the Property free and clear of all liens, charges, claims, encumbrances, and other matters (other than statutory encumbrances for work being performed on the Property, and for which the Borrower has posted payment and performance bonds), except for the Permitted Encumbrances.

B. The City may place Lessee in default of this Lease by giving Lessee thirty (30) days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 30-day notice period, Lessee shall cure said default; otherwise, the City may elect to terminate this Lease or do any of the following:

1. Institute action(s) to enforce this Lease;

2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of Lessee relet the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;

3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the City;

4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;

5. Exercise any other remedy allowed by law or equity.

C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.

D. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.

E. Lessee acknowledges Lessee's unconditional obligation to comply with this Lease. No failure by City to demand any performance required of Lessee under this Lease, and no acceptance by City of any imperfect or partial performance under this Lease, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, full compliance with this Lease. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations. Lessee expressly disclaims and shall not have the right to rely on any supposed waiver or other change or modification, whether by word, or conduct or otherwise, not conforming to this paragraph.

F. At any time prior to the initial disbursement of City Loan proceeds, this Lease and any undisbursed portion of the Loan may be terminated for convenience by the City or Lessee, in whole or part.

15. TERMINATION BY LESSEE.

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty (30) days' written notice after the happening of any of the following events:

A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.

B. The inability of Lessee to use any substantial portion of the Property for a period of

thirty (30) consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

C. The lawful assumption by the United States Government of the operation, control, or use of the Property or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee or its agents, employees and invitees (hereinafter referred to collectively as "Lessee" in this Section) in connection with Lessee's operations at the Property and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination or expiration of this Lease or Lessee's activities at the Property.

17. INSURANCE.

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for the full replacement cost of the Project at the limits required in **Exhibit C**. The City shall be named as an additional insured as required in **Exhibit C**. Insurance policies shall contain a provision that written notice of cancellation thereof shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the City. The City reserves the right to modify insurance requirements at any time. In case any improvements are fifty percent (50%) or more destroyed, then Lessee and City shall agree as to whether or not the building shall be repaired or reconstructed. Should it be agreed not to repair or reconstruct such building the insurance proceeds shall be divided proportionately as follows:

A. Lessee's share = Time remaining from date of loss to end of Lease term.

B. City's share = Time elapsed from Effective Date of Lease to date of Loss.

18. QUIET ENJOYMENT.

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease and the Loan Documents, Lessee shall peaceably have and enjoy the exclusive use of the Property.

19. SURRENDER OF POSSESSION; REVERSION.

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. All improvements, including the Project, and modifications made by Lessee to the Property shall become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from or through Lessee; provided that if Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures or personal property at its own expense without materially damaging the Property, Lessee may remove such fixtures at the termination or expiration of this Lease. None of the improvements hereafter placed on the Property shall be removed there from at any time without City's written consent.

20. NOTICE.

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Sedona
City Manager
102 Roadrunner Road
Sedona, Arizona 86336

TO LESSEE: The Villas on Shelby, LLC

attn: Matt Shoemacher
~~30~~ 30. S Oak Street, London, OH 43140
Tel: 216-406-3683
Email: mshoemacher@hsdevporters.com

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either Party may designate in writing a different address for notice purposes pursuant to this Section.

21. NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.

As applicable, Lessee certifies and agrees that it is not currently engaged in and for the duration of the Lease 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.

22. STATUTORY CANCELLATION RIGHT.

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. §38-511.

23. SEVERABILITY.

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either Party with regard to its respective rights and obligations.

24. TAXES AND LICENSES.

A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Property under authority of this Lease, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Lessee for the period this Lease is in effect.

B. Lessee acknowledges that any failure by Lessee to pay all taxes due, including under A.R.S., Title 42, Chapter 13, as applicable, after notice and an opportunity to cure shall constitute a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.

C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this lease all licenses and permits required for the operation s authorized by this Lease.

25. LITIGATION

This Lease shall be governed by the laws of the State of Arizona. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW. Both Parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Lease and consent to a trial to the court.

26. RULES AND REGULATIONS.

Lessee shall at all times comply with all federal, state and local laws, ordinances, rules, rulings, and regulations which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Project, including all laws, ordinances, rules and regulations adopted after the effective date of this Lease. Lessee shall display to the City, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease. Should a court of competent jurisdiction, the Arizona Attorney General's Office, or any administrative agency with oversight authority determine that any part of this Lease is contrary to established Federal, State and City laws applicable to the respective responsibilities

of the Parties as described herein, this Lease, and any part thereto that is in conflict with said laws, shall be modified upon mutual agreement of the Parties in order to bring the Lease into full legal compliance.

27. RIGHT OF ENTRY RESERVED.

A. The City shall have the right at all reasonable times and upon reasonable notice to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee's use, occupancy or security of the Property.

B. If any personal property of Lessee shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the City or utility company to do so, the City or the utility company may move it, and Lessee shall pay the cost of such moving upon demand, and Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.

C. Exercise of any or all of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

28. SURVIVAL OF LESSEE'S OBLIGATIONS.

If this Lease is terminated by the City in accordance with the provisions herein or if the City reenters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

29. REMEDIES TO BE NONEXCLUSIVE.

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

30. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, representative or employee of City shall be personally liable to any Party, or to any successor in interest to any Party, in the event of any default or breach by City or for any amount

which may become due to any Party or successor, or with respect to any obligation of City or otherwise under the terms of this Lease or related to this Lease.

31. TIME IS OF THE ESSENCE.

Time is of the essence with regard to the performance of all of the Parties' obligations under this Lease.

32. MISCELLANEOUS.

A. This Lease constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters.

B. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the Parties' successors and assigns.

C. Nothing contained in this Lease shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Lease, no term or provision of this Lease is intended or shall be for the benefit of any person or entity not a Party to this Lease, and no such other person or entity shall have any right or cause of action under this Lease.

D. The City did not acquire the Property from Lessee or any personal or entity affiliated Lessee.

33. EXHIBITS.

The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference:

Exhibit A	Property Legal Description
Exhibit B	Project Description
Exhibit C	Insurance Requirements
Exhibit D	LURA
Exhibit E	Loan Documents (Promissory Note, Deed of Trust)
Exhibit F	Permitted Encumbrances
Exhibit G	Schedule of Performance
Exhibit H	Budget

EXECUTED to be effective on the date specified above.

CITY:

CITY OF SEDONA, an Arizona municipal corporation

By: Scott M. Jablow
Its: Mayor

ATTEST:

JoAnne Cook
City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson
City Attorney

LESSEE:

The Villas on Shelby, LLC

Manager

By: Matthew A. Shoemacher
Its: Owner/member

STATE OF Ohio)
)ss.
County of Franklin)

The foregoing instrument was acknowledged before me this 8th day of October, 2024, by Matthew Shoemacher, in his or her capacity as manager of The Villas of Shelby LLC, an Ohio limited liability company.

Notary Public

My Commission Expires:
07/17/2028

JASON MCDONALD - NOTARY PUBLIC
STATE OF OHIO
COMM EXP: JUL 17, 2028

RESOLUTION NO. 2024-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH THE VILLAS ON SHELBY, LLC TO CONSTRUCT AFFORDABLE APARTMENTS AT 2250 SHELBY DRIVE.

WHEREAS, the City of Sedona wishes to encourage development and maintenance of affordable housing in the City; and

WHEREAS, the Sedona City Council by Resolution No. 2012-21 dated October 23, 2012, designated a Housing Development Area that includes the 2250 Shelby Drive; and

WHEREAS, the City of Sedona desires to construct 30 affordable apartments on 2250 Shelby Drive pursuant to the Land Lease Agreement with The Villas on Shelby LLC.

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

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into the Development Agreement with The Villas on Shelby, LLC.

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

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 28th day of May, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

WHEN RECORDED RETURN TO:
Office of the City Clerk
City of Sedona, Arizona
102 Roadrunner Drive
Sedona, AZ 86336

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SEDONA AND VILLAS ON SHELBY, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") made and entered into this 28th day of May, 2024("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City") and The Villas on Shelby, LLC, an Ohio limited liability company and its successor or assigns ("Developer"). City and Developer are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

The following recitals are incorporated by reference into and constitute an integral part of this Agreement.

A. **WHEREAS,** City is the owner of property generally described as 2250 Shelby Drive located in Sedona, AZ, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property") to the City of Sedona.

B. **WHEREAS**, City and Developer have entered into the related Land Lease Agreement, Promissory Note, Leasehold Deed of Trust, and Land Use Restriction Agreement to develop the 30 units of affordable workforce housing on the Property.

C. **WHEREAS,** Developer intends to develop the Property by constructing certain residential improvements consisting of 30 affordable workforce multi-family apartment dwelling units ("Project"). As a condition of, and concurrent with, development of the Project, and subject to and in accordance with the other provisions and requirements of this Agreement, Developer intends and has the ability to finance, construct and complete the Project and Public Improvements (as defined below), and to otherwise accomplish all of the Obligations of Developer.

D. **WHEREAS,** this Agreement is entered into under the authority of A.R.S. §9-441 et. seq. which declares municipal assistance in providing for the acquisition, construction or rehabilitation of housing a valid public purpose and authorizes municipalities to use its monies to aid the planning, undertaking and carrying out of housing development projects.

E. **WHEREAS**, this Agreement is entered into by authority of A.R.S. §9-500.05, the City

finding that the consideration and commitments herein from and to the Developer and the City are justified based on other consideration provided hereby, including without limitation the benefits to the community resulting from this Agreement.

F. **WHEREAS**, The Parties acknowledge that the Project qualifies as an economic development activity; that the Project will assist in the creation and retention of jobs and will otherwise improve and enhance the economic welfare of the residents of the City by increasing access to affordable housing, stimulating further economic development in the City, generally enhancing the economic welfare of the city's citizens and by constructing public infrastructure improvements; that the City's participation in this Agreement will in fact serve legitimate economic development purposes as authorized by A.R.S. §9-500.11; and that the City's participation authorized by this Agreement is not grossly disproportionate to the benefits the City will receive during the Agreement and that in the absence of the City's participation the affordable housing Project would not be constructed.

G. **WHEREAS,** City is entering into this Agreement to implement and to facilitate development of the Property consistent with the policies of the City. This Agreement is consistent with the Development Incentives and Guidelines for Affordable Housing ("DIGAH"), and the City's Community Plan in effect on the date of this Agreement. The Project, as shown in the Site Plan, meets DIGAH requirements and is eligible for a density bonus.

H. **WHEREAS,** Developer agrees to restrict 100% of the Project units for affordable housing for 75 years commencing on the date the Project receives a certificate of occupancy as detailed below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and mutual obligations contained herein, City and Developer agree to proceed under the following terms and conditions:

1. OBLIGATIONS OF DEVELOPER

1.1 Property Development. The Developer shall construct or cause to be constructed the Project, a multi-family residential community with no less than 30 units in general conformance to the Site Plan attached hereto as Exhibit "B" and incorporated herein by this reference, subject to conditions, review and approval of City Community Development staff and the Planning and Zoning Commission. The Developer shall be responsible for the planning, permitting, financing, management and development of the Project and Property in accordance with local, state and federal requirements. The Developer shall be responsible for arranging and securing construction and permanent financing for the Project. The Developer shall require the contractor to obtain a performance and payment bond in the full amount of the improvements in addition to general liability and course of construction insurance of reasonable limits to protect the interests of the Property. Developer warrants that it has adequate financing or financial

resources to complete the Project and comply with all of its obligations as contained herein.

1.2 Condominium Conversion; Short-Term Rental Use Prohibition. The Property shall not be used for short-term rentals (rental terms of less than 30 days) or conversion to a condominium or otherwise divide the Property during the term of the Land Use Restriction Agreement signed in connection with this Agreement.

1.3 Developer Representations. Developer represents and warrants that:

1.3.1 Developer has the full right, power and authority to enter into and perform this Agreement and each of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the Developer's organizational documents.

1.3.2 As of the date of this Agreement, Developer knows of no litigation, proceeding or investigation pending or threatened against or affecting Developer contesting the validity or enforceability of this Agreement or Developer's performance under this Agreement.

1.3.3 The execution, delivery and performance of this Agreement by Developer is not prohibited by, and does not conflict with, Developer's organizational documents or any other agreements, instruments, judgments or decrees to which Developer is a party or to which Developer is otherwise subject.

1.3.4 Developer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by the Developer. Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

1.4 Development Standards. The development of the Property and construction of the Project will be governed by the Sedona City Code, Sedona Land Development Code ("LDC:), ordinances, regulations, rules, guidelines, engineering standards, Building Code, Fire Code and policies controlling permitted uses of the Property. Design review standards, the density and intensity of uses, parking spaces requirements, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply, except as modified by this Agreement. Developer will comply with all appliable Federal, State, County and City laws, regulations and policies.

1.5 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site, including the provision of recycling collection locations near those dedicated for trash.

2. OBLIGATIONS OF CITY

2.1 LDC, DIGAH, and CFA Allowances.

2.1.1 Pursuant to LDC Section 8. 8 and the DIGAH, to maximize the number of affordable housing units and for consistent design and layout of the site, the City agrees to permit a building height of up to 40 feet without requiring the largest unrelieved building plane to be reduced to a maximum of 400 square feet, as required by the Sunset Live/Work Community Focus Area Plan.

2.1.2. Pursuant to LDC Section 8. 8 and the DIGAH, to maximize the number of affordable housing units, the City agrees to modify LDC Section 5.7.F(2)d.1. (Building Length — Multifamily Residential and Lodging Uses) to allow the entirety of the building, exceeding 150 feet, to be subject to the maximum height allowed by the Land Development Code, CFA, and this Agreement, and not require 25% of the building to be limited to 16 feet in height.

3. TERM; DEFAULT

3.1 Term. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement ("**Term**") shall begin on the Effective Date and shall terminate seventy-five (75) years from the issuance of the certificate of occupancy for the Project unless this Agreement is terminated sooner pursuant to any earlier termination provision of this Agreement.

3.2 Survival of Certain Provisions. Notwithstanding the termination of this Agreement as set forth in Section 3.1, the indemnity and hold harmless obligations as found in Section 4.9 shall survive the expiration of this Agreement for a period of one year.

3.3 Events Constituting Default. A party shall be in default under this Agreement if it fails to perform, in material respect, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, including failure to begin construction by December 31, 2024 or failure to complete construction of the Project by June 30, 2026, and in such an event, each party shall be entitled to all available legal and equitable remedies, including, but not limited to, termination of leasehold tenancy, foreclosure upon the Leasehold Deed of Trust, the right of specific performance, including all costs of enforcement of this Agreement.

3.4 This Agreement is conditioned upon compliance with the Land Lease and Loan Agreement, Promissory Note, Leasehold Deed of Trust and Land Use Restriction Agreement signed in connection with this Agreement. Developer's failure to execute or comply, in material respect, with the terms of any those connected agreements will result in termination of this Agreement, subject to expiration of respective cure periods as provided in said connected agreements

4. MISCELLANEOUS PROVISIONS

4.1 Entire Agreement; Assignment. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all offers, negotiations, and other agreements of any kind. This Agreement may be amended only in writing and signed by both parties. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party, without the prior written consent of the other party. Such consent may not be unreasonably withheld or delayed. This Agreement is not intended to confer any rights or benefits to any individual or entity other than to the City and to Developer, nor shall anything contained herein create any partnership, joint venture or similar arrangement between the Developer and the City.

4.2 Arizona Law; Venue. This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement must be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yavapai. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section.

4.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

4.4 Notices. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

If to City:
City Manager
105 Roadrunner Drive
Sedona, AZ 86336

With a copy to:
City Attorney
108 Roadrunner Drive
Sedona, Arizona 86336

If to Developer:
Villas on Shelby, LLC
c/o HS Development Partners, LLC
30 S. Oak Street
London, Ohio 43140

4.5 Authority. This Agreement is not intended to supersede the authority granted by law to

any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's Planning, Zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the Project or other action required under this Agreement.

4.6 Time of Essence. Time is of the essence and a material provision of this Agreement.

4.7 Tax Consequences. City makes no representation concerning the tax consequences or liability resulting from this Agreement. The parties have each had an opportunity to consult with legal counsel concerning the terms and effects of this Agreement and either party's failure to do so is at its own choosing.

4.8 Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. §38-511, relating to conflicts of interest.

4.9 Indemnification. Developer, during the term of this Agreement, agrees to indemnify, hold, protect and save harmless the City and any and all of its officers, agents, and employees from and against any and all actions, audits, proceedings, claims and demands, loss liens, costs expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, imposed upon or sustained by Sedona, its officers, agents, or employees in and arising from or attributable to or caused directly or indirectly by the gross negligence, wrongful acts, material omissions or from operations conducted by Developer, its officers, agents or employees or by any person or persons acting on behalf of Developer.

4.10 Insurance. Developer, at Developer's own expense, shall purchase and maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 general aggregate limit, Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than $1,000,000, each occurrence, and Workers' Compensation insurance to cover obligations imposed by applicable federal and state statutes. Additionally, Developer shall maintain property insurance coverage sufficient to cover the full replacement cost value of the Project and all improvements on the Property. All insurance required herein shall be maintained in full force and effect during the term of this agreement. The Developer's insurance shall be primary insurance as respects to City and any insurance maintained by City shall not contribute to it. The insurance policies required by this Agreement, except workers' compensation, shall name City as additional insureds. Insurance policies required by this Agreement, except workers' compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against Sedona for any claims arising out of Developer's performance of this Agreement.

4.11 Exhibits. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

4.12 No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Developer. No term or provision of

this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

4.13 Recordation. Within ten (10) days after this Agreement has been executed by the Parties, Developer will cause this Agreement to be recorded in the Official Records of Yavapai County.

4.14 No Personal Liability. No former or current City Council member, official, representative, agent, attorney or employee of City will be personally liable to the Developer, or to any successor in interest, in the event of any Default or breach by City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City under the terms of this Agreement.

4.15 WAIVER OF JURY TRIAL. THE CITY AND DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT.

4.16 Force Majeure. In no event shall the Parties be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by a Force Majeure. "Force Majeure" means and shall be limited to: an event which is beyond the reasonable complete control of a Party and which causes a delay or failure to perform obligations hereunder, including without limitation acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms, major equipment failure, utility disruption, or pandemics.

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

CITY OF SEDONA,
an Arizona municipal corporation

By: _____
Scott M. Jablow, Mayor

ATTEST: Date: 6/4/24

By: _____
JoAnne Cook, City Clerk

Date: 6-4-2024

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

Date: 6-4-24

DEVELOPER:

Villas on Shelby, LLC, an Ohio limited liability company

By: HSDP The Villas on Shelby, LLC, an Ohio limited liability company, Manager

By: HSDP Holdings, LLC, an Ohio limited liability company, Manager

By: _____
Bonnie J. Demmy, Manager

Date: 6-4-2024

STATE OF ARIZONA)
)
County of YAVAPAI)

This Development Agreement was acknowledged before me this 5th day of June, 2024 by Bonnie J. Demmy, Manager of HSDP Holdings, LLC, Manager of HSDP The Villas on Shelby, LLC, Manager of The Villas on Shelby, LLC.

JoAnne Cook
Notary Public

My commission expires: 02/06/2027

JOANNE COOK
Notary Public - Arizona
Yavapai County
Commission # 641781
My Commission Expires February 06, 2027

Exhibit "A"

PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

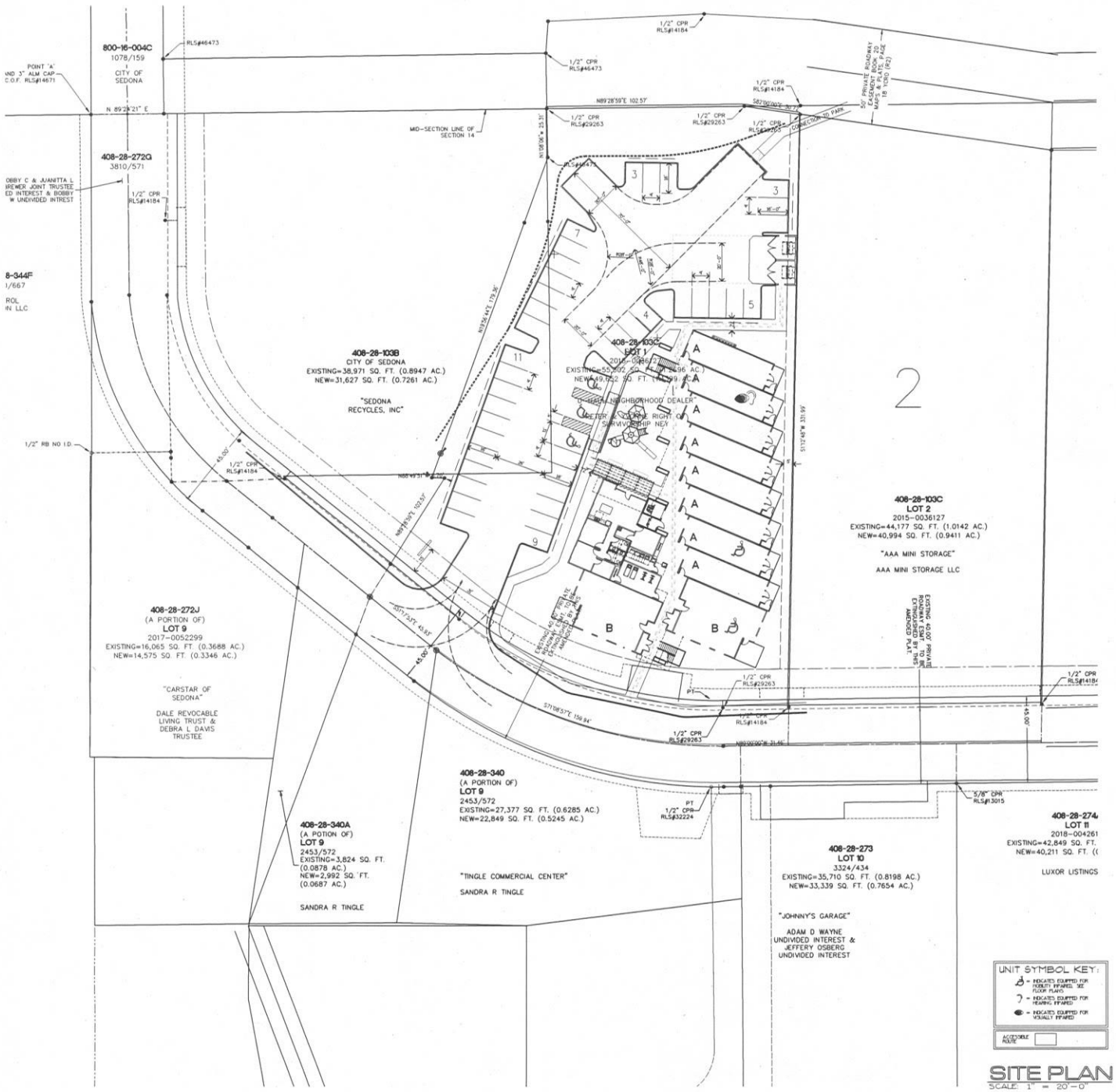
The Southwest quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 12, Township 17 North, Range 5 East of the Gila and salt River Base and Meridian, Yavapai County, Arizona.

EXCEPTING therefrom any portion of said property lying within Sunset Drive as set forth in Dedication of Sunset Drive plat recorded in Book 12 of Maps, Page 34.

AND EXCEPTING all uranium, thorium or any other materials which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as reserved in Patent from the United States of America.

Exhibit "B"

SITE PLAN



Address
South End of Shelby Drive
approx 2250 Shelby Drive
Sedona Arizona 86336

APN 408-76-103C

Site Area
Gross 55740 SF Acres
Net 51037 SF Acres

building Setbacks
Required Required Provided
Front 15 ft 15 ft
Side 0 5
Rear 0 0

unit count
Unit A (1-Bed) 24 SF Each
Unit B (1-Bed) 6 SF Each
Total 30

density
Provided
30 units
/ 0 acres
#DIV/0! units/acre

Parking
Required
1.25 x 24 = 30
1.75 x 6 = 10.5
Required 40.5

Provided 42

Bicycle Parking
Required 1 per 10 parking stalls
42 / 10 4.2
provided 5

ATHENA STUDIO, LLC
2801 E. Camelback 200
Phoenix, AZ 85016
602-274-5000

PRELIMINARY DRAWING NOT For Construction

Villas on Shelby
2250 Shelby Drive
Sedona, AZ 86336
HS Development Partners

Issue Date:
MARCH 2024

Revisions:

PROJECT NUMBER 2315.1
DRAWN BY PS
REVIEWED BY PS
START DATE FEB 7, 2024
DATE PLOTTED 03/14/24
CAD FILE NAME 2315.1-SITE

SITE PLAN

S.1

Copyright © 2024 Athena Studio, LLC

0 5 20 50 NORTH
1"=20'

CITY COUNCIL AGENDA BILL

AB 3091
April 22, 2025
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action for approval of a change order for the SIM 1B -Uptown Road Improvements Project contract with Combs Construction Company, Inc. for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, including the southbound areas, in the amount of $684,178.75.

Department	Public Works/Johnathan Hoffman/Kurt Harris
Time to Present	5 Min.
Total Time for Item	10 Min.
Other Council Meetings	November 14, 2023
Exhibits	A. Change Order #4 B. Presentation PPT

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Recommend approval ABS 4/11/25

Expenditure Required	
	$ 684,178.75
Amount Budgeted	
FY25	$ 22-5320-89-68B7 48-5320-89-68B7 ($250,000.00)
Account No.	22-5320-89-68G3 ($684,178.75)

SUMMARY STATEMENT

This change order request is for the existing construction contract with Combs Construction Company, Inc. (Combs Construction) for the SIM 1B project. The original $4,427,236.27 contract fee includes a $230,100.00 line item (Alternative A.1) for milling and paving portions of northbound SR89A from north of Forest Road to the Owenby Roundabout. However, this has been determined to be inadequate, and the requested change order adds scope needed to address pavement rehabilitation needs, as discussed below.

To improve the project scope of work for pavement rehabilitation in Uptown, 18 core samples were taken of the existing distressed pavement throughout the northbound and southbound traffic lanes in Uptown. Ninyo and Moore Geotechnical Consultants provided evaluation of the asphalt core samples and recommended options for rehabilitation. The intent is for the project to address pavement areas in need of maintenance, with a new road pavement structure that

will have a long life, along with the work needed for the project. Quality Testing (QT) the city on-call construction material testing consultant was requested to review this evaluation to confirm the best value paving plan.

This recommendation is to increase the original scope from a shallow mill and fill to a more comprehensive (deeper) milling and repaving of both the northbound and southbound pavement (including parking areas), with a proven higher performance asphaltic product aligning with Sedona climate variability as follows:

- Asphaltic Concrete with Polymer-Modified Binder and Poly-Aramid Fiber Reinforcement. The polymers act as an adhesive that reduces voids and weak spots in the structure. The randomly dispersed poly-aramid fibers are very strong with thermal resistance, thereby further strengthening the pavement to reduce cracking failures.

Pavement work is expected to be completed at night to avoid peak traffic. Notification and communication to the Uptown area will occur in advance of the work.

Budget

The expenditure request is for the replacement of the currently contracted "Alternative A.1" line item of $230,100.00 with an increased value of $914,278.75 to cover the above-described improvements. This requires a net increase of $684,178.75 to the Combs Paving Contract via Change Order #4.

With the Parking Management System Project (SIM-3e, 22-5320-89-68G3) equipment purchase occurring in FY26, budget in this project is available in FY25. The additional budget needed for this contract change order will be covered by this available budget in FY25, budget carryover will cover the SIM-3e funding needed in FY26.

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

Projects that reduce the need for consistent maintenance should lead to a reduction in emissions compared to those that need consistent upkeep. In general, smoother, well-kept roads lead to better vehicle fuel efficiency. The asphalt material (millings) will be crushed on site and transported to the city materials yard by the Wastewater Treatment Plant to be used in future projects. This also reduces emissions by reducing the distance needed to export asphalt material.

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

Alternative(s): Council could elect to not approve the contract change order. However, not approving this change order would result in:

- Higher ongoing cost to maintain the existing asphalt in this area.
- Lower roadway pavement level of service in this area.
- Higher cost to rehabilitate the existing asphalt due to deteriorating conditions.

MOTION

I move to: authorize the City Manager to execute Change Order #4 in the amount of $684,178.75 to the original contract with Combs Construction. Resulting in a total contract amount not to exceed $5,450,695.14.

EXHIBIT A

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

To: Anette Spickard, City Manager

From: Johnathan Hoffman, Associate Engineer _____
Thru: Kurt Harris, PE, Director of Public Works / City Engineer _____
Thru: Andy Dickey, PE, Deputy City Manager _____

Date: March 26, 2025

Re: SIM-1b Uptown NB Improvements JOC: Contract Change Order #4, City Manager's Signature

I am presenting Change Order #4 to you for signature; it results in an increase to the contract dollar amount.

This change order results in an increase in the contract of **$684,178.75** over the original contract value. Overall, the new contract value is **23.1%**

Change Order	Value in Dollars	Value in Days	Cumulative CCO Dollars	Cumulative CCO Days	New Contract Value	New Contract Days
					$4,427,236.27	95
1	$129,381.04	2	$129,381.04	2	$4,556,617.31	97
2	$37,240.00	0	$166,621.04	2	$4,593,857.31	97
3	$172,659.08	0	$339,280.12	2	$4,766,516.39	97
4	$684,178.75	14	$1,023,458.87	16	$5,450,695.14	111

_____ Approved _____ Disapproved

_____ _____
Anette Spickard, City Manager Date

Attachment(s):
- Attachment A: Combs Construction Inc. Price Proposal, dated March 26, 2025 (9 pages) Uptown Northbound Improvements

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

Public Works Department
Change Order #4

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

****

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

****

CHANGE ORDER NUMBER: **4** **DATE:** **3/26/2025**
PROJECT: **SIM-1b Uptown NB Improvements JOC**
CONTRACTOR NAME: **Combs Construction**
REASON FOR CHANGE: **Additional asphalt paving to Uptown Sedona**

Plan Sheet #'s affected by this change: ALL
Specification Sections upon which Change Order is based: § 317, 321
Change requested by (check one): ____ City ____ Contractor X Both
Contract time adjustment: 0 Calendar Days

This contract change order

X increases the maximum estimated contract compensation per GC Section 47 contract adjustment as follows:
____ decreases the maximum estimated contract compensation per GC Section 47 contract adjustment as follows:

$0.00	**+ $684,178.75**	**+ $0.00**	**+ $0.00**	**= $684,178.75**
Method A	**+ Method B**	**+ Method C**	**+ Method D**	**= Total Cost Adjustment**

Contract Compensation:		**Contract Time:**	
Original Contract Amount	$4,427,236.27	Original Contract Time (days)	95
This Change Order	$684,178.75	This Change Order (days)	0
All Previous Change Orders	$339,280.12	All Previous Change Orders (days)	2
Total Maximum Compensation	$5,450,695.14	Total Maximum Contract Time (days)	97

CONTRACTOR ACCEPTANCE

BY: _____

DATE: _____

CITY OF SEDONA - PUBLIC WORKS DEPT. APPROVED

BY: _____

DATE: _____

CITY OF SEDONA - CITY MANAGER APPROVAL

BY: _____

DATE: _____

Attachment(s):
- Attachment A: Combs Construction Inc. Price Proposal, dated March 26, 2025 (9 pages) Uptown Northbound Improvements

SIM-1b Uptown NB Improvements JOC
CONTRACT CHANGE ORDER 4
Additional asphalt paving to Uptown Sedona

Contract Change Order 4

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1	Uptown paving and striping	LS	$684,178.75	$684,178.75
			TOTAL	**$684,178.75**

Detailed Description

This Change Order is related to the construction contract already being completed by Combs Construction for the SIM-1b project. Their total contract fee of $4,427,236.27 has a line item (Alternative A.1) of $234,300.00 for the milling and ashpaltic paving of portions of northbound SR89A from north of Forest Road to the Owenby Roundabout. In our effort to improve upon our SIM-1b scope of works for the pavement rehabilitation of Uptown, we had Combs Construction bore a total of 18 core samples of the existing distressed pavement throughout the northbound and southbound lanes in Uptown. Then, Ninyo & Moore Geotechnical Consultants were asked to assess the samples and recomend options for rehabilitation. The aim is to make a "finishing touch" to the SIM-1b project that will provide the City with a renewed highway pavement that will last 10 to 20 years without any significant maintenance requirements.

The recommendation is for the scope of the subject line item to be increased to provide a more comprehensive milling and paving of both the northbound and southbound pavement (including parking areas), and to utilize a state-of-the-art asphaltic product as follows:

Asphaltic Concrete with Polymer-Modified Binder and Poly-Aramid Fiber Reinforcement. The poltmers act as an adhesive that reduces voids and weak spots in the structure. The randomly disperced poly-aramid fibers are very strong with thermal resistance, thereby further strengthening the pavement to reduce cracking failures.

Attachment(s):
- Attachment A: Combs Construction Inc. Price Proposal, dated March 26, 2025 (9 pages) Uptown Northbound Improvements

ATTACHMENT A

March 26, 2025

Mr. Johnathan Hoffman
City of Sedona
102 Roadrunner Drive
Sedona, Az 86336

Project Name:	**Uptown Northbound Improvements**
Project No:	**SIM-1B**
CCC No.:	**TBD**
Task Order No.:	**01**

Re: **Uptown Northbound Improvements Alt A Ninyo and Moore Recommendation Proposal Rev 04**

Dear Mr. Hoffman,

Please find the attached revised Uptown Northbound Improvements Alternate A Ninyo and Moore Recommendation Proposal submitted for your review and approval.

The attached proposal includes all cost associated with the Ninyo and Moore Recommendation for mill and Overlay of SR89A through Sedona Uptown.

Please feel free to contact me directly should you have any questions or concerns.

Respectfully,

Michael Sullivan, Vice President
Combs Construction Company Inc.
cc: Proposal File

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 · Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
Phone (602) 237-4029 · Fax (602) 237-4182 · 1-800-548-7217
Arizona Contractors Lic. 100380 A – New Mexico Contractors Lic. 373780-GA01

PROPOSAL

DATE: May 25,2025
TO: City of Sedona
ATTN: Mr. Johnathan Hoffman
Re: Uptown Northbound Improvements Alt A Ninyo and Moore Recommendation Proposal Rev 04
Task Order No.: 01

Pay Item Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
A.1	Remove By Milling 3" & Replace 3" 70-22TR w/ Fiber (2182 SY at 6" of 70-22PM W/ Fiber)	6,997.00	SY	$111.50	$780,165.50
A.2	Adjust Manhole Frame & Cover MAG Dtl. 422	5.00	Each	$1,700.00	$8,500.00
A.3	Adjust Water Valve Frame and Cover	4.00	Each	$1,700.00	$6,800.00
A.4	Double Application PMM Parking Stalls	1,764.00	SY	$10.00	$17,640.00
A.5	Crack Seal Parking Stalls	3,500.00	LB	$5.00	$17,500.00
4.2	Preformed Thermo Pavement Symbol (Straight Arrow)	4	EA	$195.00	$780.00
4.4	Preformed Thermo Pavement Legend "Only"	1	EA	$325.00	$325.00
4.7	4" White Permanent Pavement Markings (Traffic Paint Stripe)	10,563	LF	$2.75	$29,048.25
4.9	4" White Permanent Pavement Markings (Stop Bars and Cross Walks and Parking Stalls)	5040	LF	$8.00	$40,320.00
	Handicap Symbols (Paint Blue and White)	3	EA	$300.00	$900.00
	Preformed Thermo Pavement Symbol (Right Turn Arrow)	5	EA	$220.00	$1,100.00
	Preformed Thermo Pavement Symbol (Merge Arrow Turn Arrow)	2	EA	$650.00	$1,300.00

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 · Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
Phone (602) 237-4029 · Fax (602) 237-4182 · 1-800-548-7217
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	Preformed Thermo Pavement Symbol (Dual Purpose Straight and Right Turn Arrow)	3	EA	$650.00	$1,950.00
	Preformed Thermo Pavement Symbol (Dual Purpose Straight and Left Turn Arrow)	3	EA	$650.00	$1,950.00
	Preformed Thermo Pavement Symbol (Zipper Merge)(Letter 48” High and 12” Wide)	1	EA	$3,000.00	$3,000.00
	Preformed Thermo Pavement Symbol (USE BOTH LANES)(Letters 48” High and 12” Wide)	1	EA	$3,000.00	$3,000.00
Total Cost of Uptown Mill and Overlay					**$914,278.75**
A.1	Remove by Milling Asphalt 3" Deep & Place 3" Thcik 1/2" Mix Asphalt Pavement Overlay	<2600>	SY	$88.50	<$230,100.00>
Contract Adjustment Value					**$684,178.75**

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 · Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
Phone (602) 237-4029 · Fax (602) 237-4182 · 1-800-548-7217
Arizona Contractors Lic. 100380 A – New Mexico Contractors Lic. 373780-GA01

July 30, 2024

Mr. Johnathan Hoffman
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

Project Name & Location: **Uptown Northbound Roadway Improvements JOC**
Project No.: **SIM-1B**
CCC Project No: **21.026K**

Re: **Alternative A Exhibits**

Dear Mr. Johnathan Hoffman,

Please find the attached Alternative A Roadway Exhibits for the above referenced project.

The attached exhibits reflect the proposal provided by Combs Construction Company, Inc. (Combs) dated May 30th of 2024, and is hybrid of the Ninyo & Moore State Route 89A Pavement Evaluation dated May 16th of 2024.

The three (3) colored structural sections referenced on the attached exhibits are as follows:

Yellow – Mill the existing asphalt 3-Inches, clean, tack & place 3-inches of 70-22PM with fiber asphalt.

Pink – Mill the existing asphalt finish elevation 6-inches, roll the existing subbase, place 3-inches of 70-22PM with fiber as a base course. The final 3-inches of 70-22PM with fiber will be placed on top of the base course as a final surface course.

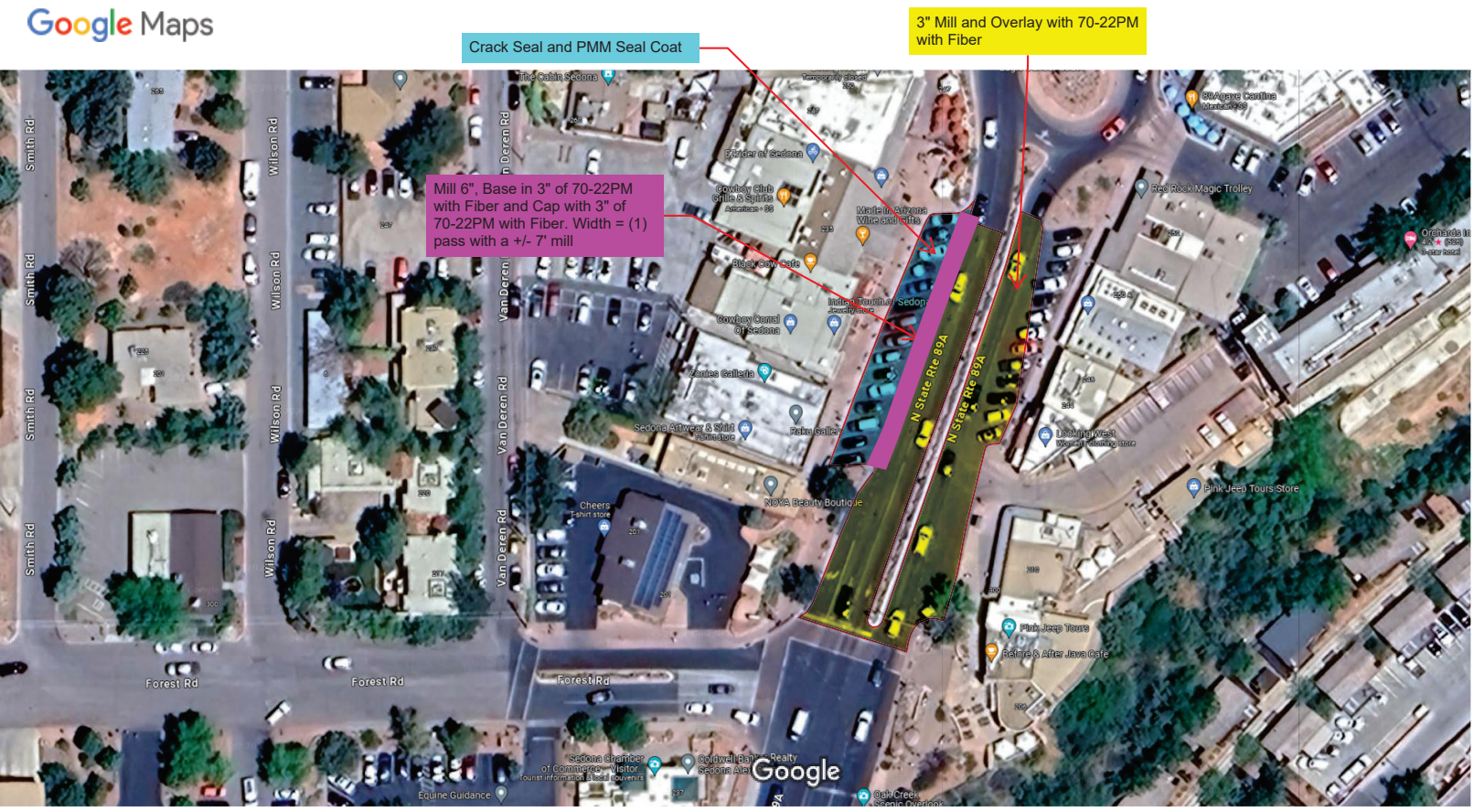
Light Blue – Crack seal the existing asphalt surface and seal the existing surface utilizing a polymer modified master seal or equivalent.

Please contact me directly should you have any suggestions.

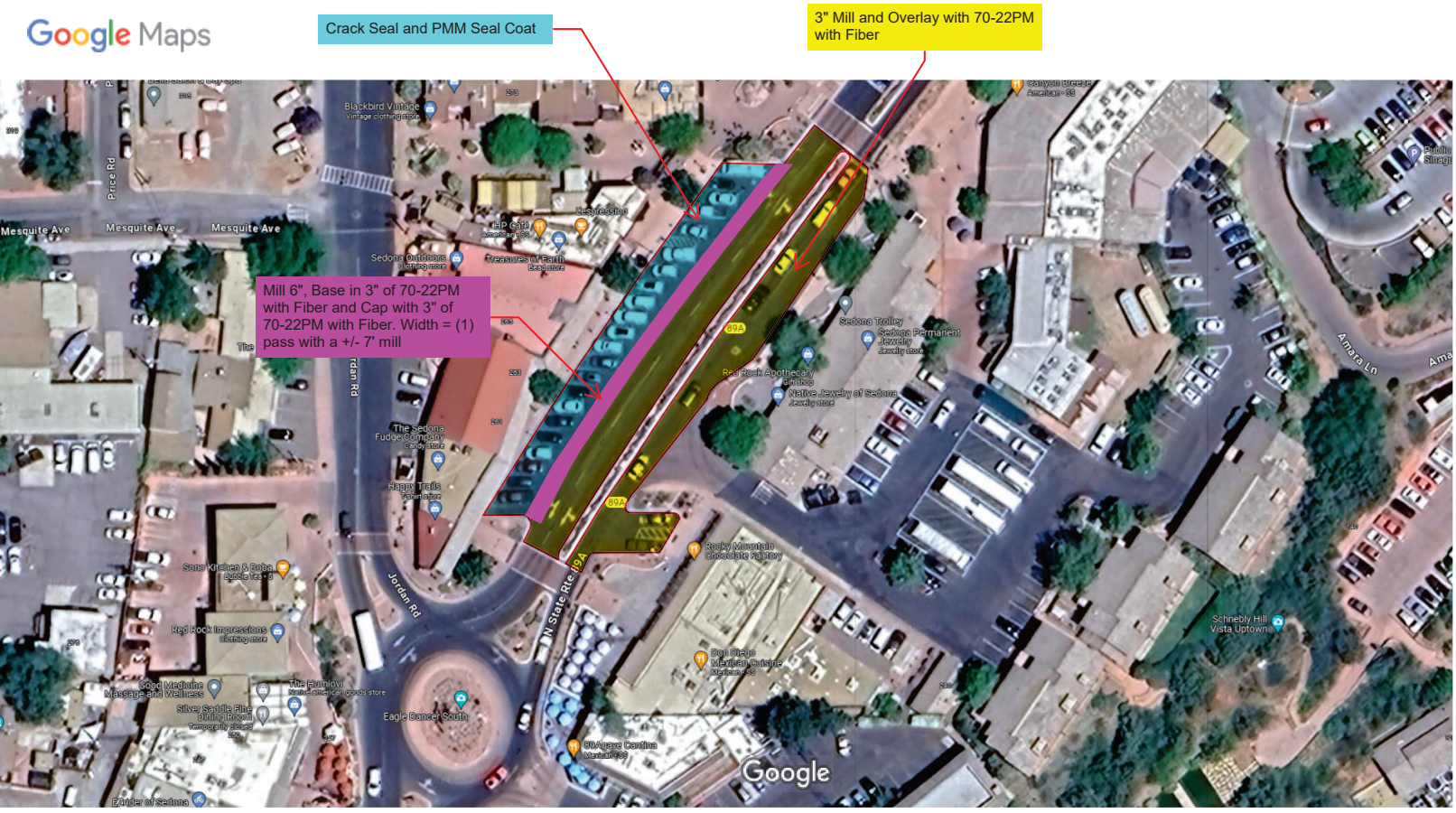
Sincerely,

Michael Sullivan, Vice President
Combs Construction Company, Inc.

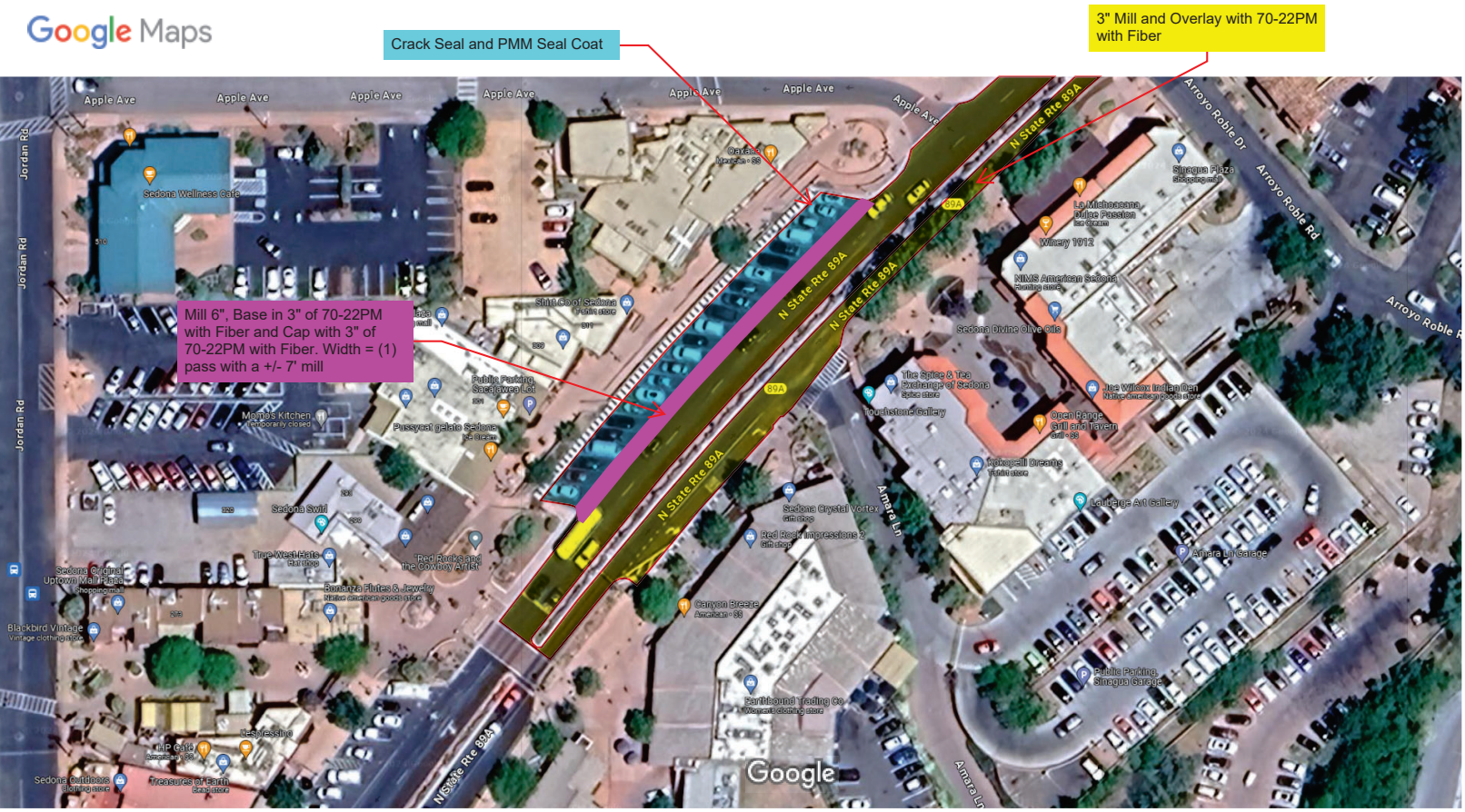
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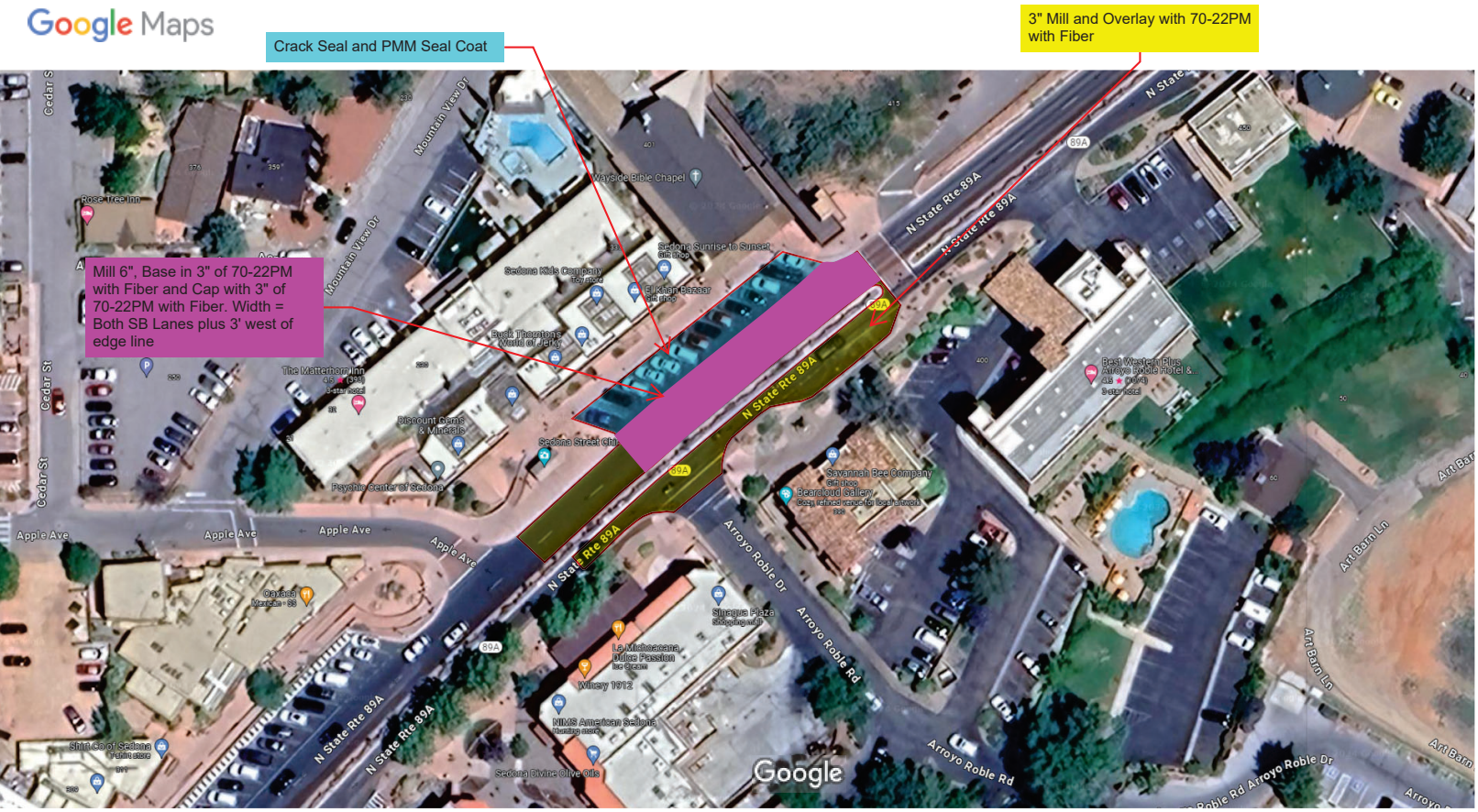


Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 Google 20 ft



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft


Google Maps
Crack Seal and PMM Seal Coat
3" Mill and Overlay with 70-22PM with Fiber
Mill 6", Base in 3" of 70-22PM with Fiber and Cap with 3" of 70-22PM with Fiber. Width = (1) pass with a +/- 7' mill
N State Rte 89A
Apple Ave
Jordan Rd
Arroyo Roble Dr
Arroyo Roble Rd
Amara Ln
Sedona Wellness Cafe
Oaxaca
Le Michoacana Dulce Passion
Winery 1912
NIMS American Sedona
Sedona Divine Olive Oils
Shirt Co of Sedona
Public Parking Sacajawea Lot
Mama's Kitchen
Pressyal gelato Sedona
Tlaquepaque
Tea Spice & Tea Exchange of Sedona
Touchstone Gallery
Joe Wilcox Indian Jewelry
Open Range Grill and Tavern
Kokopelli Dreams
Sedona Swirl
Sedona Crystal Vortex
Red Rock Impressions 2
Lamberge Art Gallery
Amara Art Galerie
True West Photo
Red Rocks and the Cowboy Artist
Bonanza Flutes & Jewelry
Sedona Original Uptown Mall Plaza
Blackbird Vintage
Canyon Breeze
Earthbound Trading Co
Public Parking Sinagua Garage
Desperado
Sedona Outdoors
Treasures of Earth
Google
Imagery ©2024 Airbus, Map data ©2024 Google 20 ft



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

Google Maps



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

SIM-1b UPTOWN IMPROVEMENTS PROJECT
CHANGE ORDER #4 – ADDITIONAL PAVEMENT REHABILITATION

Kurt Harris, P.E., City Engineer – Johnathan Hoffman, Project Manager

- SIM-1b construction in January 2024 included a Shared Use Path and an additional traffic lane leading to a northbound “Zipper” merge area completed in March 2024
- Proposed Spring Season of original project scope includes rehabilitating portions of the most distressed areas of the northbound pavement from Forest Road to Owenby Roundabout
- Change Order #4 adds to the Spring Season pavement rehabilitation to include nearly the entire northbound and southbound asphalt pavement, and parking areas between Forest Road and the Owenby Roundabout
- This rehabilitation is estimated to provide 20 years of service life, and will prevent higher costs to maintain the existing deteriorating asphalt





YELLOW: existing contract 3” mill and overlay with 70-22PM fiber

RED: added scope, 3” mill and overlay with 70-22PM fiber

LIGHT BLUE: added scope, full pavement reconstruction with 70-22PM fiber

MAGENTA: added scope, crack seal and PMM seal coat, restripe parking stalls

Thank you

Questions?



CITY COUNCIL AGENDA BILL

AB 3144
April 22, 2025
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a construction contract with Pronghorn Services, LLC, for the Andante Shared Use Path and Drainage Improvements Project, SIM-11n, in the amount of $3,018,684.

Department	Public Works/ Sandy Phillips
Time to Present	10 minutes
Total Time for Item	20 minutes
Other Council Meetings	5/22/2012, 11/12/2024, Previous SIM updates.
Exhibits	A. Construction Contract

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Recommend approval 4/14/25

Expenditure Required	
	$ 3,018,684
Amount Budgeted	
	$ 1,540,000
Account No. (Description)	22-5320-89-68D3
	$1,395,727 available for Andante SUP & Drainage Improvement Construction in FY25. $2,500,000 requested in FY26 budget.

SUMMARY STATEMENT

Background: Staff is requesting City Council approval of a construction contract with Pronghorn Services, LLC (the contractor) in the amount of $3,018,684 for the Andante Shared-Use Path and Drainage Improvements Project, from State Route 89A to Thunder Mountain Road. The scope of work for this project includes a concrete shared use path with stamped concrete driveway crossings with drainage improvements and conduit for future utilities as well as other miscellaneous improvements as shown on the construction plans and described in the specifications. The project is located on the west side of Andante Drive from SR 89A to just south of Lyric Drive, where it crosses the road via a speed table to the east side of the road to Thunder Mountain Road. Total length is approximately 2,840 feet.



Existing Andante Drive

Background: Considerable support for mutli-modal facilities along Andante Drive has been expressed by residents for many years.

Andante Drive currently has no dedicated pedestrian/bicycle facilities, which makes walking to bus stops, convenience stores, medical facilities, etc., on SR 89A dangerous. Residents have expressed concerns for the safety of walking down the roadway, where vehicles are parked at times impeding visibility, increasing risk to the vulnerable users (bicycle/pedestrian traffic). The concern is also highlighted by the high level of distracted driving and excessive speeds within the area. Residents have reported needing to jump into the ditches to avoid vehicles. Although we have heard several reports of this, these occurrences have no record, as they were not reported, the situation was considered minor and the vehicle identification was unknown.

Andante Drive has direct access to the SR89a traffic signal, and connects to attractions like the Stupa, trailheads, and Thunder Mountain Road. Andante Drive experiences higher traffic volumes and speeds than adjacent streets. In addition, Andante Drive is on the school bus route, with several bus stops occurring along the project.

In 2007, the City began the process of developing a sidewalk installation project for Andante Drive. This included applying for several rounds of grant funding. Ultimately in 2013, funding was dropped for the program the project was expected to receive assistance from. At this point the project was placed on hold.

Planning Effort Support:

Over the past 25 years, many plans have supported the increased availability of bicycle and pedestrian routes. Some of these plans specifically supported improving the route along Andante Drive.

These plans include the following:

- 1994 Red Rock Pathways Plan
- 1996 Trails and Urban Pathways Plan 007 Sedona Bicycle Plan
- 2017 Community Survey
- 2018 Transportation Master Plan (Strategy 11)
- FY2020/2021 Budget Survey
- 2020 GO Sedona, Trails and Pathways Master Plan Update
- Pathways continue to receive support from residents in recent surveys.

The 2018 Transportation Master Plan, Strategy 11, Walking and Bicycling Facilities, indicates these improvements collectively encourage use of alternative modes of travel in Sedona, and support a park-once culture where visitors and residents are encouraged to leave their vehicles at their place of lodging/residence. Per the plan, to have a measurable impact on traffic congestion, shared use path connections will be required.

By investing in bicycle and pedestrian infrastructure, the city is showing a commitment to providing safe and convenient alternative (or “active”) transportation options. In addition, accessibility to active transportation infrastructure encourages healthier lifestyles.

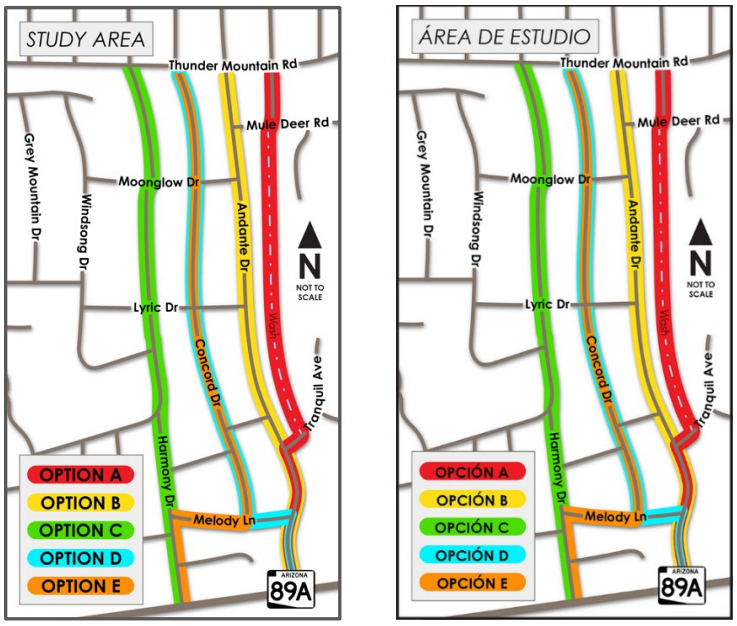
The current project accounts for these more recent studies and plans by including a shared use path (SUP) rather than a sidewalk, as proposed in the earlier project, this change facilitates the following:

- Non-pedestrian traffic is not required to mix with vehicular traffic.
- The facility is bi-directional. This avoids the need for a facility on both sides of the street, which would require much more width.
- While faster traveling bicycles should travel in the vehicle lane, SUP’s provide a facility for vulnerable users who travel slow and need the safer facility.

Project Area Outreach Efforts:

For many years the residents of this neighborhood have requested sidewalks and paths for safe pedestrian travel. For the original project, public outreach meetings were held in 2007, 2009, and 2012. Support was expressed at the time but funding was not available.

For the current project, a community outreach meeting occurred in December 2022 at the Sedona Public Library. Different options were presented to the attendees/residents and participants were asked to identify their preferred option. Bi-lingual door hangers were placed, and letters sent, to notify residents of the outreach meeting. The results of this outreach showed Andante Dr (Option B) as the preferred location of the SUP.



English and Spanish versions of map provided to residents prior to Open House in December of 2022

A project webpage was developed at www.andantesup.com to help share information with residents along the project corridor. This site includes the current status, important details, the current design, the project background, contact information, and helpful Frequently Asked Questions (FAQ) sheets in both English and Spanish.

Over the past year, staff sent 58 letters to residents and met with 18 property owners to discuss site specific concerns to refine the final design. Two small permanent easements will need to be obtained. We have met with these property owners and have verbal approval to proceed. These easements still need to be acquired and recorded. Staff has prepared 27 temporary construction easement letters with exhibits and hand delivered to each property.
For those property owners our staff were able to meet with, the project was further described, work along property frontage was reviewed, and questions were answered. If a meeting with the property owner was unable to be arranged, the information was mailed. We have received 10 signed easements to date.

This temporary construction easement, if signed and returned timely to staff, will enable the project to make minor adjustments to adjust existing property to the new improvements. For example, the easement allows the transition from the driveway in the shared use pathway to the driveway on private property can be smoother. Many property owners were not aware of where their property ends and street right of way begins or that it did not extend to the edge of the pavement. Because of this, some improvements like vegetation planting have occurred within the city's right-of-way. Staff will work with each property owner to relocate these items, where possible.

Priority Matrix:

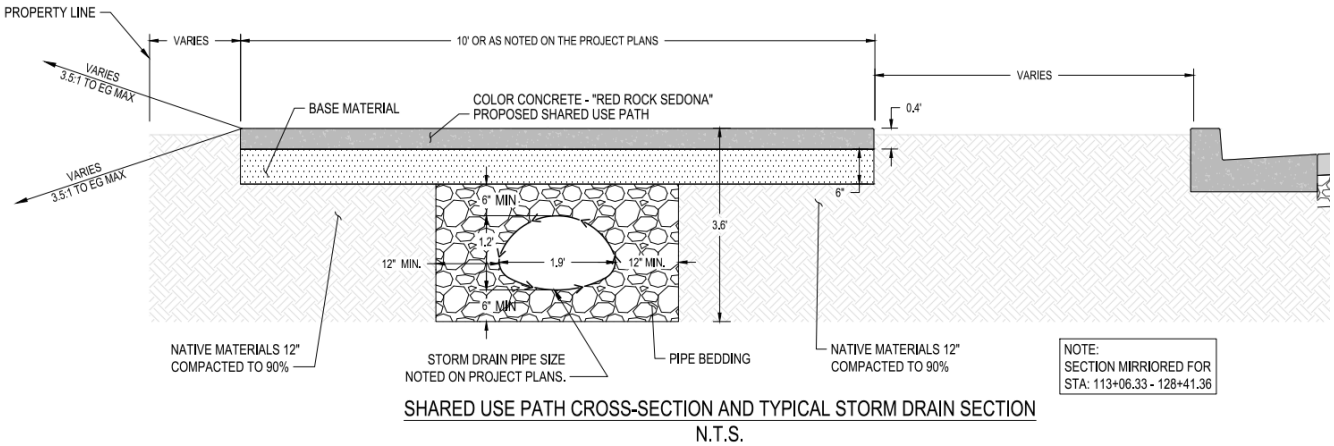
The project was budgeted prior to staff developing the priority matrix for shared use path projects. However, staff have evaluated the project through the matrix, the score was determined to be 160, which correlates with the following scale:

- Immediate Priority > 160
- High Priority 131 - 160

- Medium Priority 101 - 130
- Low Priority 0 - 100

Project Features:

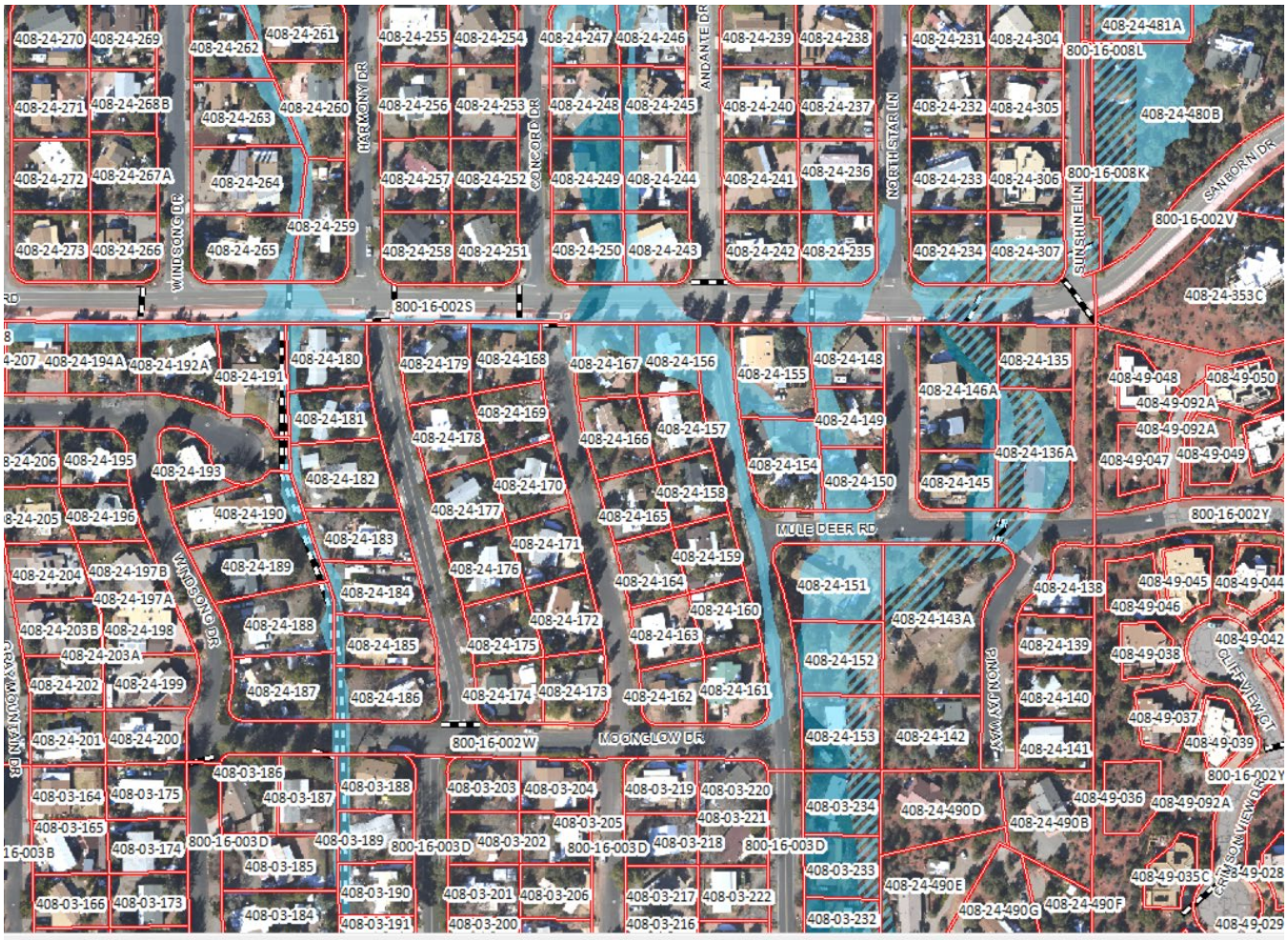
The pathway will be 8 to 10 feet wide and be made from colored concrete ("Red Rock Sedona"). The project will also include storm drain improvements in portions of the project below the path and roadway. This will provide a multimodal connection between the existing sidewalk on W SR 89A and Thunder Mountain Road.



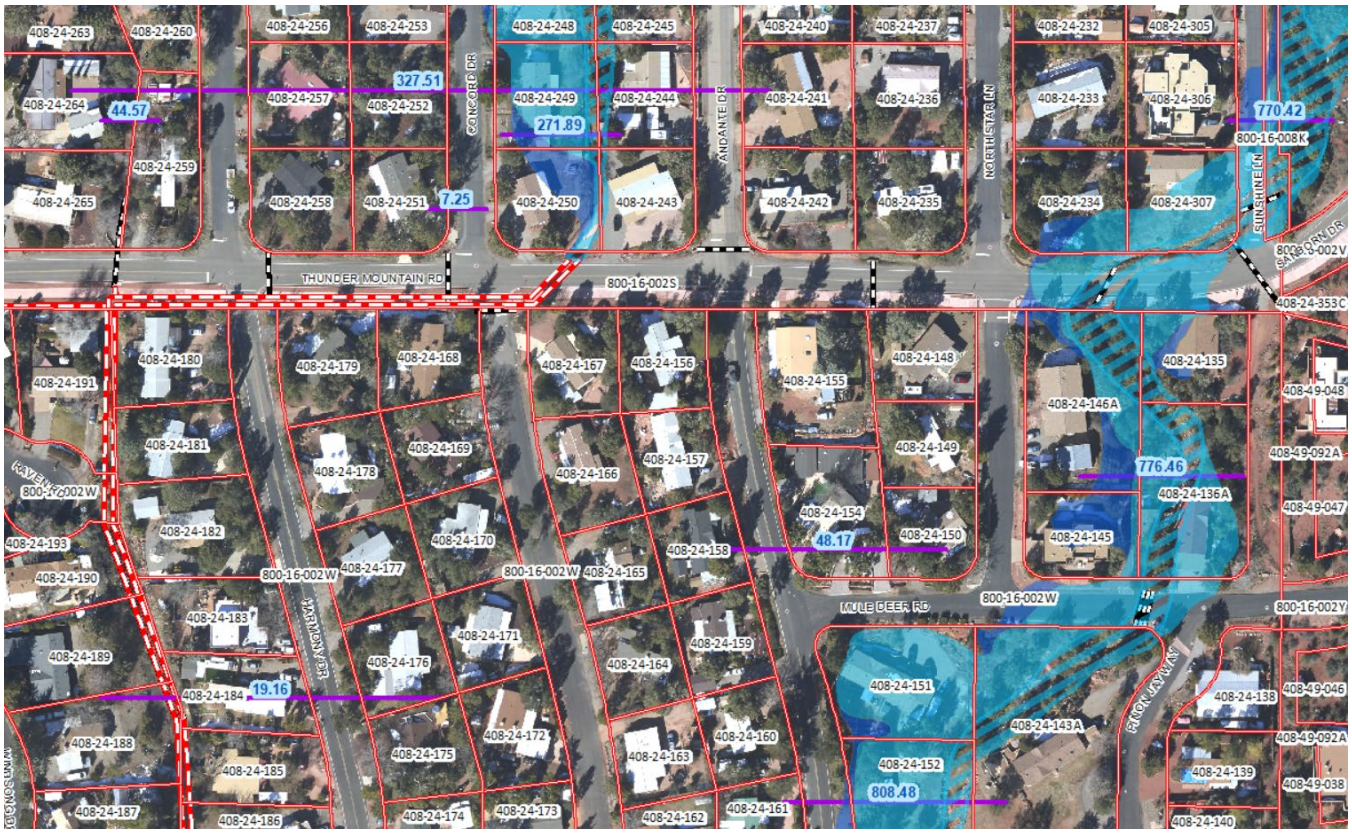
Typical Cross Section

Drainage:

This neighborhood has experienced significant storm and runoff events in the past. The City made a significant investment to contain a large portion of the flows and convey them through this area. See the floodplain maps below, before and after the City's infrastructure improvements.



Floodplain map prior to infrastructure improvements made in this area in 2020-2021



Current floodplain map reflecting existing infrastructure

Safety/Emergency Response:

As previously mentioned, Andante Drive is a popular route for both mutli-modal and vehicular traffic. Considering this along with coinciding with the school bus route makes this location important to improve safety for the multiple modes of traffic.

Raised crosswalks are included in the improvements, one in the base bid at the crossing, where the alignment changes from the west side to the east side of Andante Dr. The other raised crosswalk will be adjacent and intended to further calm traffic in the project corridor.

Emergency response personnel from both the Sedona Police Department and the Sedona Fire District support the project and do not believe the improvements will impede their emergency response.

Alignment:

The alignment was developed in consideration of several factors including utility conflict, drainage, driveway coordination, and other items. The final alignment is a best fit within the existing right of way while considering these factors.

Schedule and Access:

If approved, construction would start soon after contract approval. We expect construction to take 6 to 8 months, with completion by Winter 2025/2026. One side of the street will be closed to construction, and the other side will remain open to thru traffic. However, resident access to individual homes will be maintained throughout the project, except for short duration closures

needed for individual driveway reconstruction. This will be coordinated with each residence during construction.

Procurement Method:

This project contract was processed through our Procurement Team utilizing Bonfire Software.

Sealed Bid:

This construction contract was advertised for bids beginning February 27th, 2025. A non-mandatory pre-bid meeting was held on March 13th, 2025, to make sure the contractors were aware of traffic challenges on Andante Dr. Bids were opened on April 3, 2025. Six bids were received. They are listed as follows:

Bidder, (Office Location)	Bid	Bid with Alternates
B4 ENTERPRISES, INC. (Cedar City, UT)	$3,497,966.00	$3,521,180.00
COMBS CONSTRUCTION COMPANY (Phoenix, AZ)	$4,568,310.85	$4,607,390.85
PRONGHORN SERVICES, LLC (Prescott, AZ)	**$2,962,684.00**	**$3,018,684.00**
STANDARD CONSTRUCTION COMPANY, INC (Avondale, AZ)	$3,942,809.50	$4,024,609.50
SUMMIT CONSTRUCTION COMPANY (Flagstaff, AZ)	$2,901,160.75	$2,931,804.75
TIFFANY CONSTRUCTION COMPANY, INC. (Phoenix, AZ)	$3,715,521.00	$3,739,301.00

Bid Alternatives:

Bidder	Bid Alt #1 Stamped Concrete Dwy	Bid Alt #2 Boulders at Speed Table	Bid Alt #3 Speed Table #1	Bid Alt #4 Speed Table #2	Bid Alt #5 Remove Exist Wall/Fence	Bid Alt #6 Remove Exist Wall/Fence
B4 ENTERPRISES, INC.	$80,800	$1,000	$4,744	$8,464	$9,500	$4,250
COMBS CONSTRUCTION COMPANY	$126,250	$2,060	$10,120	$11,120	$6,500	$19,400
PRONGHORN SERVICES, LLC	$166,650	$2,000 *	$14,000 *	$14,000	$20,000 *	$20,000 *
STANDARD CONSTRUCTION COMPANY, INC	$212,100	$12,500	$24,500	$24,800	$14,500	$30,000
SUMMIT CONSTRUCTION COMPANY	$148,975	$2,000	$24,500	$10,144	$3,500	$15,000

TIFFANY CONSTRUCTION COMPANY, INC.	$116,150	$1,040	$5,520	$4,280	$4,360	$14,100

*-Staff is recommending award for Bid Alternates 2, 3, 5, and 6. Staff is recommending only 1 additive alternate speed table instead of the two potential. The second location will be monitored and may be added later if needed. The option to install stamped concrete vs pavers at the driveway crossings, and the associated pros and cons, will be discussed with the selected Contractor if the contract is awarded.

The bid documents state: "The successful bidder will be determined based on the lowest responsive and responsible Proposal. The City of Sedona, Arizona reserves the right (A.R.S. § 34-221) to reject any or all Proposals, to waive or not to waive any informalities or irregularities in the Proposals received, and to accept a Proposal which in its judgment best serves the interests of the City."

The bid by Summit Construction Company is recommended for rejection based on not being complete. Considering this, Staff's determination is that the Summit Construction bid should be considered non-responsive. Staff have discussed this with Summit Construction representatives. Per their response, they understand the staff's position and have indicated they will work with City Staff to ensure a complete package is provided for future projects.

Staff is recommending rejection of the Summit Construction bid, and award of the contract to Pronghorn Services, LLC in the amount of $3,018,684.00. The submitted bid met all requirements, and staff have researched their references and licenses and have found no reason to not award the contract.

Budget:

- The engineer's Opinion of Cost estimated the construction cost of this portion of the shared-use pathway at $3,679,735.
- So far, expenses encumbered on this project in FY25 total just over $ 144,000.
- The amount budgeted for the Andante SUP project in FY25 is $1,540,000 and will be funded from Transportation Sales Tax and Capital Reserves.
- Staff has requested $2,500,000 in the FY26 budget as we did not anticipate being able to get the project started until late in FY25. There may be additional budget in FY26 if the project is able to get underway quickly in FY25.
- Staff believe the bid is good, it is reflective of the current bid environment, and no errors were found in the bid.

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

In the Climate Action Plan, transportation related desired actions includes bike/pedestrian infrastructure, and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking, biking and other active forms of transportation. This project addresses those desired actions and strategies.

One of the Climate Action Plan's implementation strategies is to support the development of ST&PS pathways and to implement the GO! Sedona Pathways Plan. The GO! Sedona Pathways Plan specifically calls out Andante as one of the "High Priority Sidewalks" from

comments received by the community, and because it is a thru street which connects neighborhoods and commercial areas.

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

Alternative(s): Council could elect not to approve the contract. Not approving this contract would result in:

- Not moving forward with a project that creates a more walkable and bike-able community as supported in many plans and citizen surveys.
- Continued distracted drivers and excessive speeding along Andante Drive.
- Pedestrians and cyclists not having a safe place to travel through this corridor.

MOTION

I move to: approve award of the construction contract with Pronghorn Services, LLC for the Andante Drive Shared-Use Pathway and Drainage Improvements Project, in an amount not-to-exceed $3,018,684.00, subject to approval of the written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2025 by and between the City of Sedona, Arizona, an Arizona municipal corporation, hereinafter called the "City", and **Pronghorn Services, LLC**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **(the "Project"),** City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of $3,018,684.00, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.

3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1-33, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.

4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.

5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.

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

8. 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.

9. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.

10. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

    Advertisement for Bids
    Information for and Instructions to Bidders
    Bid Proposal and Bid Guaranty Bond
    Contract (this document)
    Change Orders
    Addenda
    Performance Bond, Labor and Material Payment Bond
    Special Conditions
    General Conditions
    Technical Specifications
    Notice of Award
    Notice to Proceed
    Plans and Drawings
    Design Reports
    Standard Specifications
    Insurance Certificates

    The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is

as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

11. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:

A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.

F. Contractor has attended mandatory pre-bid meetings and walk-throughs.

12. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13. City and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

14. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.

15. 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.

16. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.

17. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

(SEAL)
ATTEST:
BY: _____

NAME: _____

CONTRACTOR: Pronghorn Services, LLC

BY: _____

NAME: _____

TITLE: _____

(SEAL)
ATTEST:
BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____
(City Attorney)
DATE: _____

CITY COUNCIL AGENDA BILL

AB 3188
April 22, 2025
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

Department	City Attorney/ Kurt Christianson
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	February 11, 2025; February 25, 2025; March 11, 2025; March 25, 2025; April 8, 2025
Exhibits	None

Finance Approval	Reviewed 4/9/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Reviewed 4/11/25 ABS

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

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

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

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

Alternative(s): None

MOTION

I move to: For presentation and direction purposes only.

CITY COUNCIL AGENDA BILL

AB 3066
April 22, 2025
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible action regarding future meeting/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 3/26/25 BGW
City Attorney Approval	Reviewed 4/8/25 KWC
City Manager's Recommendation	Reviewed 4/8/25 ABS

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

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

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

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

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
4/30/2025	Wednesday	4:30 p.m.	Special Meeting				
				City Council budget work sessions	Special	Whitehorn	9 hours
5/1/2025	Thursday	4:30 p.m.	Special Meeting				
				City Council budget work sessions	Special	Whitehorn	9 hours
5/13/2025	Tuesday	4:30 p.m.	Regular Meeting	Discussion and consultation regarding personnel mattes, specifically to discuss City Manager anette Spickard's annual evaluation. This matter is brought into executive session pusuant to A.R.S. 38-431.03(A)(1)	Special	Spickard	1 hour
5/13/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3146 Approval of the Intergovernmental Agreement (IGA) for Construction and Administration of Emergency Siren System between Coconino County, Arizona and the City of Sedona.	Consent	Foley	NA
				AB 3124 Approval of a Linking Agreement with KEAR Civil Corporation for the construction of the Northview Sewer Line Replacement Project in an amount not-to-exceed $xxx,xxx.	Consent	Holland	NA
				AB 3216 Discussion/possible action for appointment a Poet Laureate and Youth Poet Laureate to serve a two year term promoting and elevating the literary arts in our community.	Appointments	Lattanzi	30 min
				AB 3187 Discussion/possible action regarding approval of a contract for software purchase, with xxxxxxx, in the amount of $xxxxx.	Regular	Dickey	30 min
				AB 3213 Discussion/possible action regarding adoption of an Ordiance amending Sedona City Code Section 2.10.040 Powers and duties of mayor.	Regular	Christianson	10 min

				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/14/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3215 Discussion/possible direction regarding the needs assessment and strategic plan to address homelessness with a focus on recommendations, including a regionally coordinated implementation plan for addressing homelessness in the Verde Valley.	Special	Blum	60 min
5/27/2025	Tuesday	4:00 p.m.	Special Meeting	Tentative Budget for Community Facility Districts		Whitehorn	15 min
5/27/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of $70,000.	Consent	Harris	NA
				AB 3155 Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2025-2026.	Regular	Whitehorn	90 min
				AB 3111 Discussion/possible action regarding approval of a construction contract with XXXXXXXX LLC for the construction of the Shared-Use Pathway on Dry Creek from Gringo Road to White Bear Road, in the amount of $XXXXXXXX	Regular	Phillips	15 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of $XXXXXXX.	Regular	Hall	30 min
				AB 3135 Discussion possible direction regarding an annual short-term rental program update.	Regular	Arthur	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min

				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/28/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3153 Discussion/possible action regarding the Sedona in Motion transportation program.	Regular	Harris	120 min
6/10/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXX, Inc, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of $XXXXXXX.	Regular	Phillips	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
6/11/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3214 Presentation/discussion regarding the Sustainability Department's programming efforts.	Special	Beck	2 hours
6/24/2025	Tuesday	3:00 p.m.		Resolution adopting the Community Facilities District Budget for Fiscal Year 2025-26.	Special	Whitehorn	15 min
6/24/2025	Tuesday	4:00 p.m.	Special Meeting				
				AB 3156 Public hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona’s Budget for Fiscal Year 2025-26.	Special	Whitehorn	30 min
6/24/2025	Tuesday	4:00 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
6/25/2025	Wednesday	3:00 p.m.	Special Meeting				

7/8/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3207 Discussion/possible action regarding approval of the Small Grant Review Committee recommendations for the fiscal year 2026 small grants program in the amount of $350,000.	Regular	Turk	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
7/9/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3206 Discussion/possible direction regarding the Draft Western Gateway Master Plan.	Special	Meyer	120 min
8/12/2025	Tuesday	4:30 p.m.	Regular Meeting				