AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, SEPTEMBER 9, 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/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - August 26, 2025 City Council Special Meeting - Executive Session.
b. Minutes - August 26, 2025 City Council Regular Meeting.
c. Minutes - August 27, 2025 City Council Special Meeting.
d. Approval of The Sedona Women 25th Anniversary Proclamation, September 9, 2025.
e. Approval of Ovarian Cancer Awareness Month Proclamation, September 2025.
f. AB 3255 Approval of Contract Amendment No. 1 to the Street Maintenance Projects Job Order Contract FY25 with Cactus Asphalt, Inc. The maximum fee threshold for FY25 needs to be increased from $1,000,000 to $1,150,000.
g. AB 3259 Approval for recommendation regarding an application for a Permanent Extension of Premises/Patio Permit Liquor License for Sedona Beer Company, located at 465 Jordan Road, Ste 1, Sedona, AZ, 86336.

4. APPOINTMENTS - None

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. The Sedona Women Day Proclamation, September 9, 2025.

8. REGULAR BUSINESS

a. AB 3256 **Public Hearing/discussion/possible action** regarding a request for approval of a Zone Change (ZC) from RS-18 (Single Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center. The subject properties are located at 62 & 86 Royal Glen Lane, east of the Hillside Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane. APN: 401-19-012 & -013A. Case Number: PZ25-00003 (ZC) Property Owner: MCA Hillside, LLC (Tyler Mattox) Applicant: MCA Realty, Inc (Tom Hanrahan)
b. AB 3261 **Discussion/possible direction** for citizen working group regarding ALPR policies.
c. AB 3230 **Discussion/possible action** to approve the Arts & Culture Organizations Grants program effective in FY26.

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

d. AB 3253 **Discussion/possible action** for approval of the linking agreement with Musco Sports Lighting, LLC, for the Multi-Use Field lighting for FY26 CIP PR-12 in the amount of $248,025.

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

9. EXECUTIVE SESSION

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

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

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

10. ADJOURNMENT

Posted: 9/03/25

By: DJ

_____

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, August 26, 2025, 3:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 3:01 p.m.

2. Roll Call

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

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

Items 3b and 3c were discussed prior to 3a. Andy Dickey left the meeting at 3:15 p.m. prior to item 3a.

3. Executive Session

Motion: Vice Mayor Ploog moved to go into Executive Session at 3:03 p.m. Seconded by Councilor Pfaff. Motion carried with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, and Pfaff) and zero (0) opposed.

Kurt Christianson gave the admonition.

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

Kurt discussed his performance and goals with Council. He left the meeting at 3:39 p.m.

b. Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation, Sabrina Beram v. City of Sedona. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

c. Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation, Gregory v. City of Sedona. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

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

Reconvened in open session at 3:51 p.m.

Motion: Councilor Kinsella moved to give a 5% merit increase to the base salary of the City Attorney, effective on his 2025 anniversary date. Seconded by Vice Mayor Ploog.

Motion carried with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, and Pfaff) and zero (0) opposed.

Adjournment

Mayor Jablow adjourned the meeting at 3:52 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 26, 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, August 26, 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 Ploog, Councilor Brian Fultz, Councilor Kathy Kinsella, and Councilor Derek Pfaff. Councilors Melissa Dunn and Pete Furman were absent and excused.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, PD Commander Chris Dowell, Police Chief Stephanie Foley, Executive Assistant to the Police Chief Jessica Bryson, Police Support Services Manager Erin Leoffler, Public Works Director/City Engineer Kurt Harris, Assistant Director of Public Works Sandy Phillips, Public Relations Analyst Kegn Hall, Purchasing Administrator Ian Coubrough, Director of Community Development Steve Mertes, Planning Manager Cari Meyer, Transit Administrator Amber Wagner, Director of Information Technology Chuck Hardy, Network Engineer Michael Reid, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

a. Minutes - July 28, 2025 City Council Special Meeting.
b. Minutes - August 12 , 2025 City Council Special Meeting - Executive Session.
c. Minutes - August 12, 2025 City Council Regular Meeting.
d. Minutes - August 13, 2025 City Council Special Meeting.
e. AB 3248 Approval of a Final Plat for Bowers Subdivision, to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road. The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Owner/Applicant: 741 Forest Road LLC (David Bowers) Case Number: PZ21-00020 (SUB).

Motion: Vice Mayor Ploog moved to approve consent items with 3a-3e. Seconded by Councilor Kinsella. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, Pfaff) and zero (0) opposed.

4. Appointments - None.

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

Mayor Jablow met with Representative Quang Nguyen, hosted a session regarding Short-Term Rental issues at the AZ League of Cities and Towns Conference, and apologized for his facilitation of the August 13, 2025 City Council Meeting.

Vice Mayor Ploog attended the ASU Morrison Institute Policy workshop for elected officials. Housing Manager Jeanne Blum was a panelist for one of the housing sessions.

Councilor Fultz and several councilmembers attended the AZ League of Cities & Towns 2025 Annual Conference and Councilor Furman said that he learned about a Community Wildfire Protection Plan for wildfire preparedness response and clean up and he is interested in exploring whether Sedona should consider the same.

a. Executive Session Report

Kurt Christianson advised that City Council made a motion to give the City Attorney a 5% merit increase.

6. Public Forum

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

Ed Kettler, Sedona, apologized to Anette and City Council for his tone at the 8-13 City Council meeting regarding license plate readers. He stated that he agreed with the use of the technology, however, his issue was with the process.

Tim Perry, Sedona, voiced concerns with the city's transparency.

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

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 3250 Public hearing/presentation/discussion regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2022-23 and 2023-24.

Presentation by Accounting Supervisor Renee Stanley and Director of Community Development Steve Mertes.

Questions and comments from City Council.

Opened Public Hearing at 4:47 p.m.

No public comment heard.

Closed Public Hearing at 4:47 p.m.

For Public hearing/presentation/and discussion only, no action taken.

b. AB 3251 Discussion/possible action for the City to apply and serve as the sponsor for the U.S. Forest Service's Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program application for the Broken Arrow Trailhead Redesign Project.

Presentation by Kurt Harris, Amber Wagner , and U.S. Forest Service Recreation Planner Resource Assistant, Vivian Hacker.

Questions and comments from City Council.

Opened to the public at 4:58 p.m.

Tim Perry, Sedona, spoke against the proposed item.

Brought back to City Council at 5:01 p.m.

Comments from City Council.

Motion: Councilor Fultz moved to approve the City's application for the AZ State Parks OHV Competitive Grant for the Broken Arrow Trailhead Improvement Project and authorize the City Manager to sign the application. Seconded by Vice Mayor Ploog. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, Pfaff) and zero (0) opposed.

c. AB 3245 Discussion/possible action for the approval of a Linking Agreement with Axon Enterprise, Inc., for the purchase of police tasers, patrol car cameras, body worn cameras and related hardware/software in the amount of $1,199,393.15.

Presentation by Chief Foley, Jessica Bryson, Erin Leoffler, Commander Dowell, and Account Executive /Team Lead for Axon Enterprise, Adam Smith.

Questions and comments from City Council.

Opened to the public at 5:29 p.m.

Tim Perry, Sedona, spoke against the agreement.

Brought back to City Council at 5:32 p.m.

Comments from City Council.

Motion: Councilor Fultz moved to approve the Linking Agreement with Axon Enterprise Inc., for the purchase of police tasers, patrol car cameras, body worn cameras, and related hardware/software in the amount of $1,199,393.15, subject to approval of a written contract by the City Attorney's Office. Seconded by Councilor Pfaff. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, Pfaff) and zero (0) opposed.

d. AB 3252 Discussion/possible action regarding approval of a contract with Abdo Financial Solutions in the amount of $323,000 to provide implementation consulting, project management and staff augmentation during the implementation of the City's new Enterprise Resource Planning (ERP) software.

Presentation by Deputy City Manager Barbara Whitehorn and Ian Coubrough.

Questions and comments from City Council.

Motion: Councilor Fultz moved to approve a contract with Abdo Financial Solutions for implementation consulting, project management, and staff augmentation services during the implementation of the City's new Enterprise Resource Planning (ERP) software in an amount not-to-exceed $323,000, subject to approval of a written contract by the City Attorney's Office. Seconded by Councilor Kinsella. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, Pfaff) and zero (0) opposed.

e. AB 3187 Discussion/possible action regarding approval of award RFP No. 24-008, for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies, Inc. for a 5-year term in an amount not- to-exceed $1,530,663.00.

Presentation by Andy Dickey.

Questions and comments from City Council.

Motion: Vice Mayor Ploog moved to approve award of RFP No. 24-008, Professional Services contract for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies for a 5-year term in an amount not-to-exceed $1,530,663.00, subject to approval of a written contract by the City Attorney's Office. Seconded by Councilor Fultz. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Fultz, Kinsella, Pfaff) and zero (0) opposed.

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

Anette advised that two more items were added to the September 9th meeting that were not included on the Future Meeting and Agenda Items document that was included in the meeting packet for tonight's meeting.

9. Executive Session

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

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

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

10. Adjournment

Mayor Jablow adjourned the meeting at 6:25 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 26, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, August 27, 2025, 3:00 p.m.

1. Call to Order

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

2. Roll Call

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

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Sustainability Manager Bryce Beck, Sustainability Coordinator Zach Schwarz, Sustainability Coordinator Sarah Estrada, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3249 Discussion/possible direction regarding a proposed IGA with NAU to conduct an RFP to procure clean energy options through an offside energy project to meet municipal and community sustainability goals.

Presentation by Sustainability Manager Bryce Beck.

Questions and comments from City Council.

Unanimously, City Council supported staff moving forward with the IGA.

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

4. Executive Session

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

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

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 3:52 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 27, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

City of Sedona Proclamation Request Form

Full Name of Contact Person	Tracey McConnell
Contact Phone Number	(928) 925-4020
Contact Mailing Address	PO Box 405, Sedona AZ 86339
Contact Email Address	3traceymc@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	The Sedona Women 25th Anniversary of Making a Difference in the Lives of Women of Sedona
Website Address (if applicable)	https://thesedonawomen.com/
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	09/09/25
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☑ Presentation at Meeting ☐ Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Hollace Davids President, The Sedona Women hollacedavids@gmail.com 818-679-7242

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

The Sedona Women are dedicated to making a positive and lasting impact on the community by providing opportunities for women to build relationships, to learn about the community, to support community needs, and to enhance the natural beauty and distinctive character of Sedona. TSW is an apolitical 501(c)(3) organization that respects the diversity of its members and the inclusivity of our community. Through the vision of founder, Helen Wolfe, The Sedona Women was formed in the spring of 2000. Since then, The Sedona Women have been sponsoring monthly program meetings, hosting social events and trips for members as well as doing many hands-on projects to benefit the community. See proclamation for achievements.

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

This proclamation fully supports Policy 3.1 of the community plan for City of Sedona - Facilitate connections between residents, local organizations, schools, and businesses to build a stronger sense of community. Residents have expressed concern about Sedona losing its sense of community, and have looked to the City to build community. The City's role has been to provide funding for select organizations, however it can also happen by simply providing an online directory connecting residents to local organizations. As the list below shows, there are a lot of community organizations in Sedona and the Verde Valley, and some have struggled since the Pandemic to find volunteers. Collaboration with each other and with the City can help local groups to expand their membership, share resources, and be more effective in fulfilling their missions.

The Sedona Women will be hosting an 25th Anniversary Season Kickoff program on September 11, 2025. The Sedona Women enthusiastically request the presence of Mayor Scott Jablow to attend the event and present the approved proclamation to the membership. The Sedona Women will be requesting a feature story from the Sedona Red Rock News.

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

Office of the Mayor

Proclamation
The Sedona Women 25th Anniversary Celebration
September 9, 2025

WHEREAS, The Sedona Women, founded in 2000, celebrates its 25th Anniversary of Making a Difference in the Lives of Women of Sedona, and

WHEREAS, The Sedona Women is making a difference through dedicated volunteerism and community service projects that have benefited the Sedona Food Bank, St Andrews Episcopal Church, local Veterans, the Old Town Mission, Yavapai Big Brothers and Big Sisters, residents at Sedona Winds Retirement Center, Run Sedona, Mitzvah Day, Rainbow Acres, Words and Warmth Blankets, Manzanita Outreach, Humane Society of Sedona, Little Pink Houses of Hope, and

WHEREAS, The Sedona Women is making a difference through the Helen Wolfe Scholarship Fund for local women by providing much needed and well-earned educational scholarships as they return to the workforce or seek new enriching careers, and

WHEREAS, The Sedona Women is making a difference through monthly educational programs of interest to its membership and our community, while encouraging a diversity of ideas through topics that include health, social justice, arts, culture, environment and themes of historical interest, and

WHEREAS, The Sedona Women is making a difference by helping to maintain Sedona's character and beauty through volunteer support projects such as the Oak Creek Cleanup with the Oak Creek Watershed Council, and

WHEREAS, The Sedona Women is making a difference by providing a welcoming atmosphere where new social connections and friendships are encouraged and celebrated in a safe, apolitical space that respects the diversity of our membership and the inclusivity of our community, and

WHEREAS, the City of Sedona actively embraces a strong sense of community by encouraging collaboration, knowledge, support, friendship and service.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, hereby proclaim September 9, 2025 as "The Sedona Women 25th Anniversary Celebration Day" with our thanks to its members past and present, who honor our community with their dedicated service. Issued this 9th day of September 2025.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	Rachel Sackett Putman
Contact Phone Number	973-479-5482
Contact Mailing Address	7536 E Virginia Ave Scottsdale AZ 85257
Contact Email Address	rlsackett@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Ovarian Cancer Awareness Month
Website Address (if applicable)	www.ovarian.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Month of September
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☑ Presentation at Meeting ☐ Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Will love to attend virtually if possible and then have the proclamation mailed to the mailing address listed above.

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

National Ovarian Cancer Coalition (NOCC) is a non-profit organization dedicated to raising awareness, promoting education, and supporting ovarian cancer survivors and caregivers across the country. Since 1991, the NOCC has been educating communities like yours from coast to coast about ovarian cancer and supporting survivors and caregivers of ovarian cancer. Founded as a grassroots organization by passionate advocates in Boca Raton, Florida, the NOCC was incorporated in 1995 and eventually spread its reach across the country, continuing to grow year after year. With a local chapter in the Southwest, the NOCC provides critical programs and support to women across Arizona. The mission of the NOCC is to save lives through the prevention and cure of ovarian cancer and to improve the quality of life for survivors and their caregivers. As an organization, we envision a future where no one ever loses their life to ovarian cancer.

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

Since being diagnosed in 2020, I have made it my personal mission to educate communities across Arizona about this devastating disease. Each year, I continue to reach out to more and more cities and towns across the state to gain proclamations, attend council meetings, highlight resources, signs and symptoms through their social media channels and request for prominent city features to be illuminated teal (the color of ovarian cancer.) Sedona has community goals that aim to improve the quality of life and well-being of it's residents, by promoting healthy and active lifestyles through community livability. In aligning with this vision, it is critical that we protect and educate the residents of Sedona about ovarian cancer in an effort to save the lives of countless women in our communities. Last year, I was grateful to have over 20 cities and towns across Arizona spread awareness through various activities and this year I hope to increase that number through your support.

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

Office of the Mayor

Proclamation
Ovarian Cancer Awareness Month
September, 2025

WHEREAS, ovarian cancer is the fifth leading cause of cancer-related death among women in the United States, and the American Cancer Society estimates that in 2025 approximately 20,890 women will be diagnosed with ovarian cancer and 12,730 will die from the disease nationwide—including an estimated 470 new cases and 330 deaths in Arizona; and

WHEREAS, a woman's lifetime risk of being diagnosed with ovarian cancer is approximately 1 in 91, and her lifetime risk of dying from the disease is approximately 1 in 143; and

WHEREAS, due to vague, nonspecific symptoms and the absence of a reliable early detection test, the majority of women are diagnosed at Stage III or later, when the cancer has already spread beyond the ovaries; and

WHEREAS, although the five-year survival rate for Stage I ovarian cancer exceeds 90 percent, only 15 percent of cases are diagnosed at this early stage. For those diagnosed in later stages, the five-year survival rate drops below 30 percent; and

WHEREAS, while screening tools such as mammograms and Pap tests exist for breast and cervical cancers, no equivalent screening test exists for ovarian cancer, making awareness of symptoms and risk factors essential for early intervention; and

WHEREAS, increased public education about ovarian cancer can help save lives by promoting earlier diagnosis, supporting access to gynecologic oncology care, and encouraging research funding for better detection and treatment options; and

WHEREAS, during this month, the City of Sedona joins all those affected by ovarian cancer — those currently battling, those who have lost their lives, their families and caregivers, and our dedicated healthcare professionals — in raising awareness, promoting education, and fostering hope for earlier diagnoses, improved treatments, and ultimately a cure; and

WHEREAS, all residents are encouraged to participate in awareness activities, wear teal in support, and engage in conversations that help save lives and support the thousands of families affected by this devastating disease.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim the month of September 2025 as Ovarian Cancer Awareness Month. Issued this 9th day of September, 2025.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

CITY COUNCIL AGENDA BILL

AB 3255
September 9, 2025
Consent Items

Agenda Item: 3f
Proposed Action & Subject: Approval of Contract Amendment No. 1 to the Street Maintenance Projects Job Order Contract FY25 with Cactus Asphalt, Inc. The maximum fee threshold for FY25 needs to be increased from $1,000,000 to $1,150,000.

Department	Public Works (Kurt Harris)
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	April 27, 2021
Exhibits	A. Amendment No. 1 to Extension No.4 to Contract – Streets Maintenance Projects Job Order Contract (JOC) – FY25

Finance Approval	Reviewed 08/25/25 BGW
City Attorney Approval	Reviewed 8/28/25 KWC
City Manager's Recommendation	Recommend approval ABS 08/27/25

Expenditure Required	
$	$150,000
Amount Budgeted	
$	$1,430,000
Account No. (Description)	11-5320-39-6770 (Pavement Preservation)

SUMMARY STATEMENT

Background: While carrying out our Pavement Preservation work orders for FY25 we were diligent not to exceed our approved budget of $1,430,000 for the year. During the course of work, expenditures on the Job Order Contract with Cactus Asphalt, Inc. exceeded the $1,000,000 annual fee maximum by approximately $150,000. The work has been completed and invoiced. Staff is requesting Council approval of an amendment to the Job Order Contract to increase the maximum fee allowance by $150,000 (15 percent of total annual fee limit). To prevent this issue from reoccurring on future JOC pavement preservation contracts, staff has strengthened invoice approval protocols and added additional protocols to verify contract limits.

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

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

Alternative(s): None

MOTION

I move to: approve Amendment No.1 to the Street Maintenance Projects Job Order Contract FY25 with Cactus Asphalt, Inc.

EXHIBIT A

102 Roadrunner Dr.
Sedona, AZ 86336
(928) 204-7111
sedonaaz.gov
FAX (928) 282-5348

AMENDMENT TO EXTENSION NO. 4 TO CONTRACT
STREET MAINTENANCE PROJECT JOB ORDER CONTRACT – FY 2025

August 07, 2025

Cactus Asphalt, Inc.
8211 W Sherman Street
Tolleson, AZ 85353

Attention: Jeff Abram, Director of Sales and Estimating
SUBJECT: AMENDMENT TO EXTENSION NO. 4
STREET MAINTENANCE PROJECTS JOB ORDER CONTRACT – FY 2025

On April 27, 2021, the Sedona City Council approved the award of the Streets Maintenance Projects Job Order Contract in an amount not to exceed **$1,000,000** to Cactus Asphalt. This was a one-year (fiscal year) contract with the option to renew up to (4) 1-year (fiscal year) extensions. The extensions are summarized below:

Extension No.1 dated July 27, 2021 (FY22)

Extension No. 2 dated September 13. 2022 (FY23)

Extension No. 3 dated August 22, 2023 (FY24)

Extension No. 4 dated September 20, 2024 (FY25)

This amendment to Extension No. 4 of the contract shall revise the year's limit of aggregate fees to Cactus Asphalt, Inc. by a total of **$150,000** from the previous maximum of $1,000,000 to **$1,150,000** for work already completed, with pending invoice.

One copy of the original contract and Notice of Award to Extension No. 4 are attached for information purposes.

Please sign this Amendment to Extension No. 4. The original contract and Notice of Award will be kept on file at the City Clerk's office. A copy will be returned to you upon full execution via DocuSign.

CITY OF SEDONA, ARIZONA

Sincerely,

_____
Anette Spickard
City Manager

RECEIVED AND ACCEPTED:

Cactus Asphalt, Inc.

By:_____
Jeff Abrams
Director of Sales and Estimating

Date:_____

JTH/kc
cc: Andy Dickey, PE, Deputy City Manager
Kurt Harris, PE, Director of Public Works (e-copy)
John Hall, PE, Engineering Supervisor (e-copy)
Jeff Smith, Cactus/ Project Manager (e-copy)
Tim Osterholz, Cactus/ Sr. Project Supervisor (e-copy)
File: JOC Paving 2025 – Contract – Cactus

Public Works

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

102 Roadrunner Dr.
Sedona, AZ 86336
(928) 204-7111
sedonaaz.gov
FAX (928) 282-5348

Public Works

NOTICE OF AWARD

September 18, 2024

Cactus Asphalt, Inc.
8211 W Sherman Street
Tolleson, AZ 85353

Attention: Jeff Abram, Director of Sales / Estimating
SUBJECT: STREET MAINTENANCE PROJECTS JOB ORDER CONTRACT – FY 2025

On April 27, 2021, the Sedona City Council approved the award of the Streets Maintenance Projects Job Order Contract in an amount not to exceed **$1,000,000** to Cactus Asphalt. This is a one-year (fiscal year) with the option to renew up to (4) 1-year (fiscal year) extensions. The extensions are summarized below:

Extension No.1 dated July 27, 2021 (FY22)

Extension No. 2 dated September 13. 2022 (FY23)

Extension No. 3 dated August 22, 2023 (FY24)

A 4th and final extension is approved with this "Notice of Award" letter, extending through June 30, 2025, for the current FY 2025 (July 1, 2024 - June 30, 2025).

One original contract is enclosed for signature.

In addition, please provide the insurance certificates as referenced in Article 10 of the original contract document. Your Certificate of Insurance shall be accompanied by an endorsement that contains the policy number and a statement that the Certificate of Insurance meets the entire requirements of the specifications or shall state and describe specific exclusions. In addition, your Certificate of Insurance must name the City of Sedona as additional insured and list the project name in the description section.

Please sign this Notice of Award. The original contract and NOA will be kept on file at the City Clerk's office. A copy will be returned to you upon full execution via DocuSign.

CITY OF SEDONA, ARIZONA

Sincerely,

Signed by:
Kurt Harris
6B0BD2C2198C4FE...

Kurt Harris, PE
Director of Public Works/
City Engineer

RECEIVED AND ACCEPTED:

Cactus Asphalt, Inc.

By: Signed by:
46FFD2DC5834486...

Date: 9/20/2024 | 5:46:01 PM MST

VE/kc
cc: John Hall, Engineering Supervisor (e-copy)
Sal Valenzuela, Chief PW Inspector (e-copy)
Dalton Newell, ROW Supervisor (e-copy)
Victor Estrada, ROW Specialist (e-copy)
Jeff Smith, Cactus/ Project Manager (e-copy)
Tim Osterholz, Cactus/ Sr. Project Supervisor (e-copy)
File: JOC Paving 2025 – Contract – Cactus

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

City of Sedona

STREET MAINTENANCE PROJECTS
JOB ORDER CONTRACT

CONTRACT NO. 25-S-01

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

TABLE OF CONTENTS

	PAGE
RECITALS	3
ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 – JOC CONTRACTOR'S SERVICES AND RESPONSIBILITIES	8
ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES	20
ARTICLE 4 - CONTRACT AND JOB ORDER TIME	21
ARTICLE 5 – CONTRACT AND JOB ORDER PRICE	22
ARTICLE 6 - CHANGES TO THE JOB ORDER PRICE AND TIME	23
ARTICLE 7 - PROCEDURE FOR PAYMENT	27
ARTICLE 8 – CLAIMS AND DISPUTES	30
ARTICLE 9 – SUSPENSION AND TERMINATION	31
ARTICLE 10 - INSURANCE AND BONDS	33
ARTICLE 11 - INDEMNIFICATION	37
ARTICLE 12 - GENERAL PROVISIONS	38
ARTICLE 13 – COOPERATIVE USE OF CONTRACT	43
SIGNATURE PAGES	44
EXHIBIT A – UNIT PRICES	45

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

CITY OF SEDONA

CONTRACT NO. 25-S-01

THIS AGREEMENT made and entered by and between City of Sedona, hereinafter designated the "CITY" and "Cactus Asphalt, Inc." hereinafter designated the "JOC CONTRACTOR"

RECITALS

A. The City Manager of the City of Sedona, Arizona, is authorized and empowered by the City Council to execute contracts for construction and related services.

B. The City intends to contract for construction and related services for one or more Job Orders.

C. The JOC Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages JOC CONTRACTOR for these services.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the JOC Contractor as follows:

ARTICLE 1 – DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

ABBREVIATIONS

AAC	American Architecture Committee
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
ARS	Arizona Revised Statutes
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

DEFINITIONS

“Advertisement” **-** A public announcement inviting proposals for work to be performed or materials to be furnished.

“Agreement” or “Job Order Contract” or “JOC” means this fully executed agreement between City and JOC Contractor, and includes other documents itemized and referenced in or attached to and made part of this Agreement.

“Award” **-** The acceptance by the City of a proposal.

“Basis of Payment” **-**The terms under which "work" is paid, as a designated pay item accordance with the quantity measured and the pay unit.

“Bidder” **-** Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

“Calendar Day” **-** Each and every day shown on the calendar, beginning and ending at midnight.

“Certified Invoice” **-** An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

“Change Order” - A written instrument issued after execution of a Job Order Amendment signed by City and JOC Contractor, stating their agreement upon all of the following: the scope of the change in Job Order; the amount of the adjustment to the Job Order Price; and the extent of the adjustment to the Job Order Time.

“City” means the City of Sedona, Arizona.

“City’s Representative” means the person designated in Subdivision 8.4.1.2. of this agreement.

"City’s Senior Representative" means the person designated in Subdivision 8.4.1.1. of this agreement.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

"Claim" **-** A written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words "This is a claim…", within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

"Completion Date" **-**The date on which the contract work is specified to be fully completed, but not limited to clean up of the work site and staging areas and submittal of record drawings.

"Construction Documents" means the plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the City after correcting for permit review requirements and incorporating addenda and approved Change Orders.

"Contract Amendment" means a specific written concurrence between the Owner and the JOC Contractor for changes to and/or extension of this Agreement.

"Contract Change Order" **-** A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the JOC Contractor:

(i) Change Orders;
(ii) Job Order Amendments
(iii) Contract Amendments
(iv) This Job Order Contract (this document), including description of and Basis of Payment for Unit Price JOC Work Activity
(v) Payment and Performance Bonds
(vi) Notice to Proceed
(vii) Special Conditions
(viii) Special Provisions/Technical Specifications
(ix) Plans and Drawings
(x) General Conditions
(xi) Standard Specifications
(xii) JOC Contractor's Proposal (if any)
(xiii) JOC Contractor Statement of Qualifications

"Contract Price" means the amount or amounts set forth in Article 5 subject to Contract Amendments in accordance with this Agreement.

"Contract Services" means the services required by the Contract Documents.

"Contract Time(s)" means the time set forth in Article 4 subject to Contract Amendments in accordance with this Agreement.

"Contractor" **-** Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

"Cost-coefficient" means the multiplier shown in Section 5.2.2 used to calculate Job Order Price.

"County" **-**The county in which the work is to be done

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Design Professional" means a qualified, licensed design professional who furnishes design and/or construction administration services.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the Job Order Amendment or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

"Duration of the Work" means the number of Days from a Job Order Notice To Proceed to Substantial Completion.

"Engineer"- The City Engineer; or his designated representative

"Extra Work" -Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

"Final Acceptance" means the completion of a Job Order as prescribed in Division 4.4.

"Gender and Number" -References are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

"Inspector" - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

"JOC Contractor" means JOC CONTRACTOR selected by the City to provide or procure construction and design services as detailed in this Agreement.

"JOC Contractor's Representative" means the person described in Subdivision 8.4.2.2. of this agreement.

"JOC Contractor's Senior Representative" means the person described in Subdivision 8.4.2.1. of this agreement.

"Job Order" or "Project" means a specific scope of Contract Services done pursuant to a Job Order Amendment.

"Job Order Amendment" means a specific written agreement between the Owner and the JOC Contractor for a Job Order including a scope, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Agreement. The Job Order Amendment shall be considered to include as referenced or attached any plans, technical specifications, special provisions or drawings and specifications sufficient to locate the work site, describe the scope of work and allow the contractor to submit a complete price for the work, and the JOC Contractor's proposal either by reference or inclusion.

"Job Order Price" means the amount calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Division 5.2.

"JOC Payment Request" means the City form used by the JOC Contractor to request progress payments for Job Orders in accordance with Article 7.

"Job Order Time" means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Agreement by executing a Job Order Amendment.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

"May" - Used to refer to permissive actions.

"Method of Measurement" - The manner in which a pay item is measured to conform with the pay unit.

"Minor Design Services" – Small in scope and up to a dollar figure of $5000.00

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

"Notice for Change Order and Compensation" **-** A written notification submitted to the Engineer that a demand or request for additional compensation potentially may be made. The notification shall

1. Contain the words "Notification of a Claim" within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

"Notice to Proceed," (NTP) means a written notice given by the City to the JOC Contractor fixing the date on which the JOC Contractor will start to perform the JOC Contractor's obligations under this Work Order.

"Plans" **-** The drawings and pictures depicting the location and special orientation of the work to be done.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the JOC Contractor to illustrate materials or equipment for some portion of the Work.

"Project" **-**The work to be completed pursuant to this contract.

"Proposal" **-**A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor's offer to perform all Work required as set forth in the Contract Documents for the amount of money stated in the Bid.

"Proposal Form" **-** The documents furnished by the City on which the offer of a bidder is submitted.

"Proposal Guaranty" **-** The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

"Record Documents" means the documents created pursuant to Section 2.10.

"Right Of Way" **-** A general term denoting land, property, or interest therein, acquired for project related purposes including, but not limited to construction, work area, movement of equipment and other necessary and required project activities.

"Salvable Material" **-** Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state and local regulations.

"Samples" means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Shall" **-** Refers to mandatory actions by either the Contractor or the City.

"Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the JOC Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which a Job Order is located.

"Special Item(s)" means Work that is not included in the Unit Prices as amended and is unique to a specific Project.

"Subcontractor" or "Sub consultant" means any person or entity retained by JOC Contractor as an independent contractor to perform a portion of the Contract Services and shall include material, men and suppliers.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

"Substantial Completion" means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes and the City has pursuant to this contract accepted the work as substantially complete.

"Superintendent" **-** The Contractor's authorized representative in charge of the Work.

"Unit Prices" means the prices shown on Exhibit A subject to adjustment in accordance with Article 6.

"Work" means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a Job Order Amendment.

Article 2 - JOC Contractor's Services and Responsibilities

2.1 General Services

2.1.1 Contractor's Understanding

A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.

B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.

C. The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.

D. Prior to the award of the Job Order Contract, the successful bidder must apply for business registration in the City of Sedona and obtain a City of Sedona business license within 30 days of passage of business license legislation or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a copy of this business license or a written determination prior to award and at contract renewal.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

E. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.

F. It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the City and the people it serves. For this reason, the Contractor must recognize that he and his employees shall act in a courteous and professional manner at all times. The City does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the Contractor perform the tasks identified under the bid items and that the City may procure services through other providers of it's choice. The Contractor further understands that if the Contractor is not available, refuses or declines to provide the services contracted for, although the City may obtain the services through others, the City may require reimbursement from the Contractor for any costs incurred above those the City would not have incurred had the Contractor provided the service.

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

2.1.2 The JOC Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish in the Job Order Amendment for which it is issued a Job Order Notice to Proceed in accordance with this Agreement. The City may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order Amendment.

2.1.3 The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.

Legal Residency Status. Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

2.1.3.1 When practical, the City of Sedona will require that the Contractor provide estimates of cost in prior to being authorized to proceed with work. The Contractor shall give due diligence in

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

preparing such estimates that they be complete as to a general description of the work to be performed, the type of bid items applicable to the work, unit costs, an estimate of the time required for the work, and totals for performance of the work and its various parts.

2.1.3.2 The City requires record drawings of work performed. This may include shop drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The Contractor shall state upon completion of the work that it has been completed and that there are no latent defects. City inspection or lack thereof shall not excuse defective work.

2.1.4 JOC Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Contract Services. A JOC Contractor's Representative will be assigned for each Job Order. JOC Contractor's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of JOC Contractor.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, JOC Contractor shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the City for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.). The JOC Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.

2.2.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements. The JOC Contractor shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the City or the JOC Contractor obtained the permit license or agreement.

2.2.3 City shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. City will also pay City plan review and inspection fees for grading and drainage, water, sewer, and landscaping. City shall also pay for City utility design fees for permanent services.

2.2.4 JOC Contractor shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.

2.2.5 Arrangements for water required for construction purposes are the JOC Contractor's responsibility.

2.3 Pre-construction Conference

2.3.1 After execution of a Job Order Amendment and prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled. If the volume of Job Order work contemplated and/or ongoing work is sufficient, the City or JOC contractor may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.3.2 The purpose of this conference is to establish a working relationship between the JOC Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 At a minimum, attendees shall include JOC Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC Contractor's safety officer official.

2.3.4 The Job Order Notice to Proceed date will be confirmed.

2.4 Control of the Work

The JOC Contractor shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC Contractor from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Job Order Amendment before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

2.4.1 As part of completing work under the Job Order Amendment, the JOC Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.

2.4.2 Unless otherwise provided in the Job Order Amendment to be the responsibility of City or a separate contractor, JOC Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit JOC Contractor to complete the Work consistent with the Job Order.

2.4.3 JOC Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. JOC Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.4 Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the JOC Contractor.

2.4.5 JOC Contractor, its designee or the JOC Contractor's Superintendent shall be present at the Work at all times that construction activities are taking place.

2.4.5.1 All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.5.2 In the event of noncompliance of this Division 6.1, the City may require the JOC Contractor to stop or suspend the Work in whole or in part.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.4.6 Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC Contractor's responsibility to ensure the Subcontractor employed for such work is approved.

2.4.7 Before ordering materials or doing work, the JOC Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.

2.4.8 The JOC Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any change order requested by the JOC Contractor void.

2.4.9 The Contractor shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.

2.4.10 Any person employed by the JOC Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by JOC Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC Contractor or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.

2.4.11 JOC Contractor assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.12 JOC Contractor shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, JOC Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, JOC Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.5.2 JOC Contractor shall take all necessary steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.5.3 JOC Contractor shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC Contractor shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the JOC Contractor. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the JOC Contractor.

2.5.5 The JOC Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this Agreement. The waste product referred to herein shall become the property of the JOC Contractor. The JOC Contractor shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

2.5.6 The JOC Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The JOC Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the JOC Contractor as the JOC Contractor's representative at the site. The representative shall have full authority to act on behalf of the JOC Contractor and all communications given to the representative shall be as binding as if given to the JOC Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

2.5.7 The JOC Contractor shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.

2.5.8 The JOC Contractor shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.

2.5.9 Each work proposal presented by the JOC Contractor shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the City.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the JOC Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 The JOC Contractor shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

Documents in accordance with the approved schedule as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the JOC Contractor, which are not required by the Contract Documents, may be returned without action.

2.6.3 The JOC Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals. Three submittals are required unless otherwise specified in the Job Order Amendment.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the JOC Contractor represents that the JOC Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.

2.6.5 The JOC Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC Contractor has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The JOC Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.6.6 The JOC Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.6.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 Inspection

Inspectors may be stationed on the work site to report to the City’s Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC Contractor fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC Contractor to such failure or infringement but such inspection shall not relieve the JOC Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

2.7.2 In case of any dispute arising between the Inspector and the JOC Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC Contractor or interfere with the management of the work by the JOC Contractor.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.7.3 Inspection or supervision by the City's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC Contractor.

2.8 Materials Testing

All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

2.8.1 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City.

2.8.2 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

2.8.3 For special inspection/testing, the City will select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing. Non-special inspection/testing will be paid by the Contractor unless otherwise agreed.

2.8.3.1 When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by the JOC Contractor.

2.8.3.2 When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

2.8.3.3 The JOC Contractor will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.4 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.5 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the JOC Contractor, unless otherwise provided in the Job Order.

2.8.6 JOC Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the JOC Contractor and paid by the JOC Contractor.

2.9 Approved Alternates

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.

2.9.1 After execution of the Job Order Amendment, the JOC Contractor may submit a proposal to the City for approved alternates for items referenced in plans and specs. If the City approves the proposal for alternates a Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

plan modifications which may be required by the substitution. The JOC Contractor shall submit additional information and/or samples when required.

2.9.2 The City's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the City's Representative shall give notice of rejection to the JOC Contractor.

2.9.3 The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

2.10 Project Record Document

2.10.1 During the construction period, the JOC Contractor shall maintain at the jobsite a set of project plans and specifications of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The JOC Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC Contractor shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Culvert size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 The JOC Contractor shall mark completely and accurately Record Documents prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location. JOC Contractor shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the City and utilities in the marking of their facilities.

2.10.1.3 The JOC Contractor shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.1.4 The JOC Contractor shall note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.5 The JOC Contractor shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the City or its representative for review and comment.

2.10.2 Immediately upon receipt of the reviewed Record Documents from the City, the JOC Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City:

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.10.2.1 The original copy of the Record Documents (redline mark-ups).

2.11 Project Safety

2.11.1 The industrial environment in which the JOC Contractor for the City of Sedona operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC Contractor will be required to attend a City safety briefing session at the pre-construction meeting. The session shall be attended by the City's Representative, the designated Engineering Services staff, and a JOC Contractor's representative.

2.11.2 Engineering Services makes available a packet, which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

2.11.3 JOC Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

2.11.4 JOC Contractor shall contact the City's Representative and the City Engineering Services within one hour of the occurrence of an accident or injury arising out of the JOC Contractor's work under this Agreement.

2.11.5 JOC Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC Contractor's work under this Agreement.

2.11.6 The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

2.11.7 JOC Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.8 JOC Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.9 JOC Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, JOC Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

2.11.10 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC Contractor's personnel, Subcontractors and others as applicable.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.11.11 JOC Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.11.12 JOC Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the City.

2.11.13 JOC Contractor's responsibility for safety under this Section 2.12 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11.14 JOC Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All JOC Contractors and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a City of Sedona representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.

JOC Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, JOC Contractor and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Sedona for specific information relative to the type of chemicals that the City believes may be present and location of appropriate Material Safety Data Sheets.

2.11.15 Unless included in the Work, if the JOC Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

2.11.16 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC Contractor and the City may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

2.11.17 Upon discovery of hazardous materials the JOC Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

2.12 Warranty

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

2.12.1 Should the JOC Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the JOC Contractor hereby agrees to reimburse the City for the actual cost.

2.12.2 If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

2.12.2.1 This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC Contractor's control.

2.12.3 JOC Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC Contractor or anyone for whose acts JOC Contractor may be liable.

2.12.4 JOC Contractor's warranty obligation shall be for two (2) years unless otherwise stated in the Job Order Amendment.

2.12.5 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. JOC Contractor will provide City with all manufacturers' warranties upon Substantial Completion of each job order.

2.13 Correction of Defective Work

2.13.1 JOC Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two (2) years from the date of final acceptance of the Work or any portion of the Work by the City, or within such longer period to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.2 During the Work, JOC Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If JOC Contractor fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.3 JOC Contractor shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC Contractor fails to initiate necessary measures with such work within seven days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

written notice that the City will commence correction of such nonconforming Work with its own forces.

2.13.4 If the City does perform such corrective Work, JOC Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.

2.13.5 The JOC Contractor shall immediately respond to any nonconforming Work that creates an emergency.

2.13.6 The two-year period referenced in Division 2.13.1 above applies only to JOC Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding JOC Contractor's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

3.1 **Duty to Cooperate.** City shall, throughout the performance of the Contract Services, cooperate with JOC Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate JOC Contractor's timely and efficient performance of the Contract Services and so as not to delay or interfere with JOC Contractor's performance of its obligations under the Contract Documents.

3.2 **Information and Services**. City shall furnish the JOC Contractor, at no cost to the JOC Contractor, the following information or services for this project:

3.2.1 One copy of data pertinent to the work. However, the JOC Contractor can request from the City information required for the project.

3.2.2 Project funding and budget allocations and any changes affecting the funding or budget allocations.

3.2.3 For purpose of determining the Job Order Price, any Plans and Specifications.

3.3 City's Representative

3.3.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC Contractor to fulfill its obligations under the Contract Documents.

3.3.2 City's Representative shall also provide JOC Contractor with prompt notice if it observes any failure on the part of JOC Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.4 Design Professional Services

3.4.1 The City may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC Contractor of their design responsibility.

3.4.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work

3.5 City's Separate Contractors

City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

cooperate with, and coordinate their activities so as not to interfere with, JOC Contractor in order to enable JOC Contractor to timely complete the Work consistent with the Contract Documents.

Article 4 - Contract Time and Job Order Time

4.1 Contract Time

4.1.1 Contract Time shall commence on the Notice to Proceed date for this Agreement and shall be for one year with the option to extend for up to four one-year periods.

4.1.1.1 The option to extend will be exercised based on the contractor's successful performance and the needs of the City. This option to extend may be exercised at the sole discretion of the City.

4.1.1.2 A Contract Amendment will be processed for each extension and will commence on the anniversary date of the Notice to Proceed.

4.1.2 This Agreement will remain in full force and effect during the performance of any Job Order.

4.1.3 Work that has been started before the termination date of the contract can be completed after the termination date, however, no new Job Order Amendments may be issued.

4.2 Job Order Time

4.2.1 Job Orders may be issued at any time during the term of this Agreement.

4.2.2 Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.

4.2.3 JOC Contractor agrees that it will commence performance of the Work and achieve the Job Order Time.

4.2.4 Each Job Order Time shall be subject to adjustment in accordance with Article 6.

4.3 Substantial Completion

4.3.1 Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.

4.3.2 Prior to notifying the City in accordance to Division 4.3.3 below, the JOC Contractor shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The JOC Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the JOC Contractor to complete all Work in accordance with the Contract Documents.

4.3.3 JOC Contractor shall notify the City in writing when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.

4.3.4 Within five (5) days of City's receipt of JOC Contractor's notice, City and JOC Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

4.3.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and JOC Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.

4.3.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.3.5 above, (ii) JOC Contractor and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and JOC Contractor agree that City's use or occupancy will not interfere with JOC Contractor's completion of the remaining Work.

4.4 Final Acceptance. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance City and JOC Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The City will issue a Final Acceptance Letter after the full work is complete.

4.5 Liquidated Damages.

4.5.1 JOC Contractor understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Job Order, City will suffer damages, which are difficult to determine and accurately specify. The JOC Contractor agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC Contractor shall pay City the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.

4.5.2 The liquidated damages for each Job Order unless a specific amount has been determined in the Job Order Amendment shall be per MAG Specifications Section 108.9, Table 108-1.

Article 5- Contract Price and Job Order Price

5.1 Contract Price.

This Agreement will have a maximum amount of **$1,000,000.**

5.1.1 If the City opts to extend this Agreement pursuant to Division 4.1.1, the Contract Amendment will increase the maximum amount, if necessary.

5.2 Job Order Price

5.2.1. Each Job Order price is subject to adjustments made in accordance with Article 6.

5.2.2 The Job Order Price shall be calculated using the Unit Prices as shown in Exhibit A, a cost for any Special Items and the Cost-Coefficient.

5.2.2.1 Unless otherwise provided in the Contract Documents, each Job Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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5.2.2.2 The JOC Contractor guarantees to bring each Job Order within the Job Order Price or JOC Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.

5.2.2.3 The Unit Prices and the Cost-coefficient are subject to adjustment by Contract Amendment in accordance with Article 6.

5.2.3 The scope of work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the JOC Contractor. The Job Order Amendment and related documents will be given to the JOC Contractor.

5.2.3.1 The JOC Contractor will be asked to provide a proposal with the Job Order Price and a schedule indicating the Duration of the Work for the proposed Job Order based on the scope meeting and the provided documents.

5.3 If the JOC Contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard tasks in the job order. All subcontracted work shall comply with the ARS most recent requirements.

5.3.1 The JOC Contractor shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC Contractor to do all or part of the work under one or more job orders:

5.3.1.2 A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.

5.3.1.3 A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.

5.3.2 If not previously delivered to the Subcontractor, the JOC Contractor shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any job order:

5.3.2.1 A copy of the description of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

5.3.2.2 The number of units of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

5.3.2.3 The standard unit price for each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

Article 6 – Changes to Job Order Price and Time

6.1 Delays to the Contract Services

6.1.1 If JOC Contractor is delayed in the performance of the Contract Services due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC Contractor is responsible, the Job Order Times for performance shall be reasonably extended by Change Order.

6.1.2 The JOC Contractor shall request an increase in the Job Order Time by written notice including an estimate of probable effect of delay on progress of the Contract Services.

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6.1.2.1 In the case of a continuing delay only one request is necessary. However, the City reserves the right to request, and the JOC shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC shall provide the updates within three working days of the City request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.

6.1.2.2 Written notice shall be received within five (5) Days of the commencement of the cause of the delay.

6.1.2.3 When a written notice is received more than five (5) days after commencement of the cause of the delay, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.

6.1.3 By way of example, events that may entitle the JOC Contractor to an extension of the Job Order Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4 If adverse weather conditions are the basis for a request for additional Job Order Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Also, the JOC Contractor shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.

6.1.5 It is understood, however, that permitting the JOC Contractor to proceed to complete any services, or any part of them, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6 In addition to JOC Contractor's right to a time extension for those events set forth in this Division 6.1, JOC Contractor shall also be entitled to an appropriate adjustment of the Job Order Price provided, however, that the Job Order Price shall not be adjusted for those events set forth in this Division 6.1 that are beyond the control of both JOC Contractor and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.7 If JOC Contractor is delayed in the performance of the Contract Services due to a delay for which the City is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract, negotiations between the City and the JOC Contractor for the recovery of damages related to expenses incurred by the JOC Contractor may be initiated. This section shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.

6.2 Differing Site Conditions

6.2.1 If JOC Contractor encounters a Differing Site Condition, JOC Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent JOC Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. The City shall also be entitled to an adjustment due to Differing Site Conditions to one-half the beneficial impact of the Condition on the work.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

6.2.2 Upon encountering a Differing Site Condition, JOC Contractor shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. JOC Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3 Errors, Discrepancies and Omissions.

6.3.1 If the JOC Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.3.2 If the JOC Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the JOC Contractor prior to clarification by the City shall be at the JOC Contractor's risk.

6.4 City Requested Change in Job Order.
The City reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

6.4.1 Such alterations and changes shall not invalidate this Agreement or the Job Order Amendment nor release the surety and the JOC Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

6.4.2 The City will request a proposal for a change in a Job Order from JOC Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on the Unit Prices, Cost-coefficient and time.

6.5 Legal Requirements.
The Job Order Price and/or Job Order Times shall be adjusted to compensate JOC Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order Amendment affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

6.6 Change Orders.

6.6.1 City and JOC Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2 All changes to a Job Order authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.7 Minor Changes in a Job Order

6.7.1 The City has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and JOC Contractor. The JOC Contractor shall carry out such written orders promptly.

6.7.2 JOC Contractor may make minor changes to a Job Order, provided, however that JOC Contractor shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by JOC Contractor.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

6.7.3 Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Times.

6.8 Job Order Price Adjustments

6.8.1 The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by the Unit prices set forth in Exhibit A and the Cost-coefficient.

6.8.2 If application of such Unit Prices will cause substantial inequity to City or JOC Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.3 If City and JOC Contractor disagree upon whether JOC Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, City and JOC Contractor shall resolve the disagreement pursuant to Article 8 hereof.

6.8.3.1 As part of the negotiation process, JOC Contractor shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.3.2 If the parties are unable to agree and City expects JOC Contractor to perform the services in accordance with City's interpretations, JOC Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC Contractor (i) directing JOC Contractor to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.9 Changes to Unit Prices and Cost- coefficient

6.9.1 If a work item needs to be added to the Unit Prices shown in Exhibit A, the city will determine the new Unit Price utilizing the same method used to determine the original Unit Prices.

6.9.2 If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Unit Prices may be changed based on inflationary, deflationary and market changes at the time of the extension.

6.9.2.1 The Unit Prices will be evaluated by the City utilizing the same method used to determine the original unit pricing.

6.9.2.2 Unit Prices affected by the price of bituminous material and diesel fuel will be adjusted based on the Arizona State Department of Transportation price adjustment formula for bituminous material and diesel fuel.

6.9.2.3 The JOC Contractor may provide documentation demonstrating market changes to be considered by the City.

6.9.3 If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Cost-coefficient may be adjusted at the time of the extension.

6.9.3.1 The Cost-Coefficient will be adjusted for documented changes in taxes, bonding and insurance.

6.9.3.2 Adjustment for changes in the JOC Contractor’s operating costs may be negotiated.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

6.9.4 During the Contract Time between extension dates the JOC Contractor may request in writing to the City Engineer a JOC Amendment to adjust a Unit Price or the Cost-coefficient.

6.9.5 Unit Price adjustments will be allowed at the extension of the contract, except as otherwise specifically stated.

6.10 Emergencies. In any emergency affecting the safety of persons and/or property, JOC Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time(s) resulting from emergency work under this Section 6.10 shall be determined as provided in this Article 6.

Article 7- Procedure for Payment

7.1 Job Order Payment Request

7.1.1 At least five (10) working days prior to the date established for a progress payment, the JOC Contractor shall meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.

7.1.2 The Job Order Payment Request shall constitute JOC Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that all Work for which payment is requested has been incorporated into the project and is clear of all claims, liens, encumbrances and security interests. The City reserves the right to request written documents verifying the clear status of any work for which payment is requested.

7.2 Partial Payments

7.2.1 Partial payment will be made for Job Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.

7.2.2 JOC Contractor shall submit a Job Order Payment Request to the City once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Job Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.

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7.2.3 The Job Order Payment Request may request payment only for equipment and materials incorporated into the Project.

7.2.3.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.2.3.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Yavapai County or Coconino County and be accessible for City's inspection. Title to such materials and equipment shall include applicable insurance, bonding, storage and transportation to the Site.

7.2.3.3 All bonds and insurance required for stored materials shall be in the City's name.

7.3 Payment of Job Order Price

7.3.1 Invoice Processing: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). Invoices shall be hard copy, with original signature. Electronic or facsimile signatures are not acceptable on the invoice.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

7.3.1.1 The City distributes payments on every other Thursday, beginning on **10/15/2015**, unless holidays dictate otherwise.

7.3.1.2 The City's Project Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Monday, ten calendar days prior to the expected check distribution day.

7.3.1.3 For projects longer than 60 calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

7.3.2 City shall pay JOC Contractor all amounts properly due. If City determines that JOC Contractor is not entitled to all or part of a JOC Contractor Payment Request, it will notify JOC Contractor in writing within (7) days after the date JOC Contractor Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures JOC Contractor must take to rectify City's concerns. JOC Contractor and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, JOC Contractor may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.4 Retention on Job Order Payments

Pursuant to Arizona Revised Statutes Title 34-609.B: There is a 10% retention for job-order-contracting construction services until 50% of the job is complete, then one-half of the retained amount is to be paid. Future retentions are limited to 5%.

7.5 Final Payment

7.5.1 After receipt of a final JOC Contractor Payment Request, City shall make final payment including retention as prescribed in this Article, provided that JOC Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2 At the time of submission of its final JOC Contractor Payment Request for each job order, JOC Contractor shall provide the following information:

7.5.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests; and

7.5.2.2 A general release executed by JOC Contractor waiving, upon receipt of final payment by JOC Contractor, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.6 Payments to Subcontractors or Supplier

7.6.1 JOC Contractor shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The JOC Contractor shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between JOC Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

7.6.2 If the JOC Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and JOC Contractor agrees that the City may take such actions:

7.6.2.1 To hold the JOC Contractor in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the City from the JOC Contractor for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this agreement.

7.6.3 If JOC Contractor's payment to a Subcontractor or supplier is in dispute, JOC Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the JOC Contractor and Subcontractor or supplier agree to implement the resolution within seven (7) calendar days from the resolution date.

7.6.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 JOC Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of the JOC Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the City and JOC Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The City reserves the right to review and comment upon the adequacy of the account records.

7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the JOC Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

7.7.3 The City reserves the right to decrease Contract provisions regarding account records, Price and/or payments made on this Agreement and also require reimbursement if, upon audit of the JOC Contractor's records, the audit discloses the JOC Contractor has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 The JOC Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultants' and Subcontractors'

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Article 8- Claims and Disputes

8.1 Requests for Contract Adjustments and Relief.

8.1.1 If either JOC Contractor or City believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party shall provide written notice to the other party of the basis for its claim for relief.

8.1.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.1.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The amount of claim compensation cannot include compensation for factors occurring more than 21 days before the claim.

8.2 Dispute Avoidance and Resolution

8.2.1 The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC Contractor and City shall in good faith work to resolve such disputes or disagreements in conformance with the procedures specified in this contract.

8.2.2 JOC Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between JOC Contractor's Representative and City's Representative.

8.2.3 If a dispute or disagreement cannot be resolved through JOC Contractor's Representative and City's Representative within fifteen (15) days from the date any party gives notice to the other, JOC Contractor's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement.

8.3 Duty to Continue Performance Unless provided to the contrary in the Contract Documents, JOC Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations which are not in dispute to JOC Contractor, pending the final resolution of any dispute or disagreement between JOC Contractor and City.

8.4 Representatives of the Parties

8.4.1 City's Representatives

8.4.1.1 City designates the individual listed below as the City's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

Mr. J. Andy Dickey, PE
Director of Public Works / City Engineer

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

102 Roadrunner Drive
Sedona, AZ 86336, 928-203-5039

8.4.1.2 The City designates the individual listed below as the City's Representative who will manage the Job Order.

Mr. Stephen Craver, PE
Associate Engineer
102 Roadrunner Drive
Sedona, AZ 86336
Phone: 928-203-5059

8.4.2 JOC Contractor's Representatives

8.4.2.1 JOC Contractor designates the individual listed below as the JOC Contractor's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.2.3:

Bryan Glazer
Managing Partner
8211 West Sherman Street
Tolleson, AZ 85353

8.4.2.2 JOC Contractor will designate an individual for each Job Order as the JOC Contractor's Representative.

Article 9 – Suspension and Termination

9.1 City's Right to Stop Contract Services

9.1.1 City may, at its discretion and without cause, order JOC Contractor in writing to suspend the Work on a Job Order. The JOC Contractor is responsible for site security and protection during a suspension unless otherwise stated in writing by the City. Payment for such work during suspension shall be subject to the compensation provisions of this contract.

9.1.2 JOC Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

9.2 Termination for Convenience

9.2.1 Upon receipt of written notice to JOC Contractor, City may, at its discretion and without cause, elect to terminate this Agreement or any Job Order.

9.2.2 If the City suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.3 Upon receipt of written notice of termination of this Agreement or any Job Order, the JOC Contractor shall proceed with the following obligations.

9.2.3.1 Stop Work as specified in the notice.

9.2.3.2 Place no further subcontracts or orders.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

9.2.3.3 Terminate all subcontracts to the extent they relate to the work terminated.

9.2.3.4 Assign to the City all right, title and interest of the JOC Contractor under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

9.2.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of the JOC Contractor and in which the City has or may acquire an interest.

9.2.4 The JOC Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.2.5 The City shall pay JOC Contractor the following:

9.2.5.1 The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Job Order, unless approved by change order.

9.2.5.2 The reasonable costs and expenses attributable to such termination.

9.2.5.3 JOC Contractor shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the JOC Contractor would have sustained a loss on the entire Contract Services had they been completed, the JOC Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.2.6 The JOC Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

9.3 City's Right to Perform and Terminate for Cause

9.3.1 If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

9.3.2 If JOC Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.3.3 and 9.3.4 below.

9.3.3 Upon the occurrence of an event set forth in Division 9.3.2 above, City may provide written notice to JOC Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.

9.3.3.1 If JOC Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to JOC Contractor of its intent to terminate within an

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.

9.3.3.2 If JOC Contractor, within the second period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to JOC Contractor of such declaration.

9.3.4 Upon declaring the Agreement terminated pursuant to Subdivision 9.3.3.2 above, City may for all Job Orders enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which JOC Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.3.5 In the event of such termination, JOC Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the JOC Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.3.6 If City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then JOC Contractor shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from JOC Contractor's default.

9.3.7 If City terminates this Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

Article 10 - Insurance and Bonds

10.1 Insurance Requirements

10.1.1 Concurrently with the execution of this Agreement, the JOC Contractor shall furnish the City of Sedona a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the state of Arizona. The City shall be named as additional insured on liability policies

10.1.2 JOC Contractor, Subcontractors and Subconsultants shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the JOC Contractor, his agents, representatives, employees, or Subcontractors.

10.1.3 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The limits on the insurance renew upon each extension of the contract, and shall not be cumulative over the life of the contract.

10.1.4 The City in no way warrants that the minimum limits contained herein are sufficient to protect the JOC Contractor from liabilities that might arise out of the performance of the Contract Services under this Agreement by the JOC Contractor, his agents, representatives,

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

employees, Subcontractors or Subconsultants and JOC Contractor is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. JOC Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

10.2.1 Commercial General Liability-Occurrence Form (Each Occurrence)
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$50,000

10.2.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles (Each Occurrence)
(Form CA 0001, Ed 12/93 or any replacement thereof)

Combined Single Limit Per Accident For Bodily Injury and Property Damage	$1,000,000

10.2.3 Workers Compensation and Employers Liability (Each Occurrence)

Workers Compensation	Statutory
Employers Liability: Each Accident	$100,000
Disease - Each Employee	$100,000
Disease - Policy Limit	$500,000

10.2.4 Builders' Risk Insurance (Course of Construction)
To be provided in the amount of 50% of the annual total or the annual total on the JOC.

10.3 Self-Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Sedona. JOC Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Sedona, at its option, may require JOC Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.4 Other Insurance Requirements

The policies are to contain, or be endorsed to contain, the following provisions:

10.4.1 Commercial General Liability and Automobile Liability Coverages

10.4.1.1 The City of Sedona, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the JOC Contractor including the City's general supervision of the JOC Contractor; products and completed operations of the JOC Contractor; and automobiles owned, leased, hired, or borrowed by the JOC Contractor.

10.4.1.2 The JOC Contractor's insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of explosion, collapse, or underground property damage hazards (XCU) coverage.

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10.4.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by the JOC Contractor even if those limits of liability are in excess of those required by this Agreement. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc.'s (ISO) additional insured, form B CG 20 10 11 85.

10.4.1.4 The JOC Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the JOC Contractor and shall not contribute to it.

10.4.1.5 The JOC Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4.1.6 Coverage provided by the JOC Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.4.1.7 All policies, except Professional Liability, shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed by the JOC Contractor for the City.

10.4.2 Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the JOC Contractor for the City.

10.4.3 Builders Risk Insurance (Course of Construction): required if subject contract involves any construction of buildings, building improvements, and civil works construction (storm drain, pipes, culverts and similar facilities) in whole or part. In addition, JOC Contractor bears all responsibility for loss to all work being performed or under construction.

10.4.3.1 Builders Risk Insurance shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Sedona, has an insurable interest in the property required to be covered.

10.4.3.2 The builders' risk insurance shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.4.3.3 This insurance shall include as named insureds, the City of Sedona, the JOC Contractor, Subcontractors, Sub- consultants and/or others with an insurable interest in the work.

10.4.3.4 This insurance shall be written on a Special Causes of Loss basis (minimally including the perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), replacement cost basis and shall include coverage for flood and earthquake.

10.4.3.5 All rights of subrogation are hereby waived against the City of Sedona, its officers, officials, agents and employees.

10.4.3.6 Builders' Risk Insurance must provide coverage from the time any covered property becomes the JOC Contractor's responsibility, and continuing without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off site.

10.4.3.7 JOC Contractor is responsible for payment of all deductibles under the builder's risk policy.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

10.5 Sub-consultant's and Subcontractor's Insurance

JOC Contractors' certificates shall include all subcontractors as insureds under its policies or JOC Contractor shall furnish obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be sufficient to cover all of its work performed herein.

10.6 Notice Of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

City of Sedona, Public Works
Mr. Stephen Craver, Associate Engineer
102 Roadrunner Drive
Sedona, Arizona 86336

10.7 Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than–B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the JOC Contractor from potential insurer insolvency.

10.8 Verification of Coverage

10.8.1 JOC Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

10.8.2 All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builder's Risk Insurance, which will be received and approved as provided in Division10.2.4. Each insurance policy required by this Agreement must be in effect at or prior to the earlier of commencement of Contract Services under the Contract Documents or the signing of this Agreement except for Builder's Risk Insurance which must be in effect prior to commencement to Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.8.3 All certificates of insurance required by this Agreement shall be sent directly to the City of Sedona, City Maintenance Superintendent. The project number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.8 Approval

Any modification or variation from the insurance requirements in this Agreement shall be approved by the City of Sedona City Attorney, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

10.10 Bonds and Other Performance Security.

10.10.1 Prior to execution of each individual Job Order agreement, the contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order.

10.10.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.10.3 The bonds shall be made payable and acceptable to the City of Sedona.

10.10.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.10.4.1 If one Power of Attorney is submitted, it shall be for twice the total Job Order Price.

10.10.4.2 If two Powers of Attorney are submitted, each shall be for the total Job Order Price. Personal or individual bonds are not acceptable.

10.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the JOC Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.10.6 All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

Article 11 - Indemnification

11.1 JOC Contractor's General Indemnification

To the fullest extent permitted by law, JOC Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Sedona, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by JOC Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

11.2 Insurance Provisions Separate

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

11.3 Intellectual Property

The JOC Contractor shall pay all royalties and license fees associated with its performance of services herewith. The JOC Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the JOC Contractor has reason to believe that the required design, process or product is an infringement of a patent, the JOC Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

Article 12 – General Provisions

12.1 Interpretation and Intent

12.1.1 The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Job Order Times for the Job Order Prices. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1. On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3 The Contract Documents form the entire agreement between City and JOC Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

City and JOC Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

City and JOC Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation And Further Documentation

The JOC Contractor agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

12.5.1 Assignment

Neither JOC Contractor nor City shall, without the written consent of the other, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.6 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

12.7 Construction Methods

If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic (pedestrian and vehicular), clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to comply in the time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

12.8 Utility Relocations for Construction Methods

~~If any utility is relocated or rebuilt to accommodate the JOC Contractor's construction methods and available equipment, the total cost of the work up to $3000 shall be borne by the JOC Contractor (see Section 2.2.5).~~

12.9 Damaged Utilities during Construction

Any utilities damaged during construction shall be replaced at the JOC Contractor's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

12.10 Successorship

JOC Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns. City does reserve the right to terminate the contract upon reassignment without penalty.

12.11 Conflict In Language

All services performed shall conform to all applicable City of Sedona codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Agreement and those in exhibits, the provisions in this Agreement shall prevail.

12.12 Third Party Beneficiary

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the JOC Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the JOC Contractor and not for the benefit of any other party.

12.13 Governing Law

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Yavapai County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.14 Severability

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.15 Legal Requirements

JOC Contractor shall perform all Contract Services in accordance with all Legal Requirements and shall provide all notices applicable to the Contract Services as required by the Legal Requirements.

12.16 Independent Contractor

The JOC Contractor is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the JOC Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the JOC Contractor shall follow the wishes of the City as to the results of the work only. These results shall comply with all applicable laws and ordinances.

12.17 City's Right Of Cancellation

All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Sedona pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.18 Survival

All warranties, representations and indemnifications by the JOC Contractor shall survive the completion or termination of this Agreement.

12.19 Covenant Against Contingent Fees

The JOC Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.20 No Waiver

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

12.21 Headings

The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.22 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To City:	Mr. Kurt Harris, PE, City Engineer/ Public Works Director City of Sedona 108 Roadrunner Drive Sedona, Arizona 86336
To JOC Contractor:	Mr. Jeff Abram, Director of Sales/ Estimating Cactus Asphalt, Inc 8211 West Sherman Street Tolleson, AZ 85353

12.23 Equal Employment Opportunity

During the performance of this contract the JOC Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

12.24 Hazardous Materials

Upon discovery of hazardous materials the JOC Order Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

12.25 Traffic Control

a. Complete street closures will not be permitted unless specified in the Special Provisions. The timing and sequence of street closures shall be approved by the City Engineer or designee at least 30 days prior to the closure. This approval is necessary to provide coordination with other roadway projects and special events. Restrictions of parking, revision of speed limits, and road closures anticipated for the work shall be clearly disclosed in the Job Order Amendment, and shall be considered not necessary if not mentioned.

b. Adequate barricades and lighted warning signs shall be installed and maintained by the Job Order Contactor throughout the duration of the project. All traffic control shall be in accordance with the M.U.T.C.D. or as per the approved barricade plan unless otherwise specified in the Special Provisions.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

c. The JOC Contractor shall submit a construction schedule and a traffic control plan to the Project Manager (or designee) for approval and/or modification at least three (3) working days before construction is initiated. For purpose of this requirement, working days are Monday through Thursday, excluding City recognized holidays.

d. JOC Contractor will comply with all provisions of the M.U.T.C.D. and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

12.26 Material Source

No material source has been designated by the City for use on this project.

12.27 Native Plants

The JOC Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

12.28 Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12.29 Responsibility for Privilege (Sales) Taxes

The contractor shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

12.30 Loss and Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

12.31 Rights-of-Way

The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the City,

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

as indicated in the plans and/or Special Conditions, are the responsibility of the JOC Contractor.

12.32 Existing Traffic and Street Signs and Traffic Signal Equipment

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the City Project Manager (928-204-7108) 48 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Project Manager when underground conduit is to be severed by excavations at the intersection. The City Project Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours-notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The City Project Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the City Maintenance Superintendent for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

12.33 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, pursuant to ARS 38-506/511.A, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

Article 13 – Cooperative Use of Contract

13.1 Cooperative Use of Contract

This contract shall be for the permissive use by the City of Sedona. It is the City's desire to conserve resources, reduce overhead, reduce purchase costs and improve delivery time. With approval of the contractor, this contract may be extended for use by other municipalities, school districts, and government agencies in the State of Arizona, that are members of the Strategic Alliance for Volume Expenditures. Orders placed, or job orders approved by other agencies and payment thereof will be the sole responsibility of that agency. The City of Sedona shall not be held responsible for any disputes arising out of transactions made by others.

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

AGREEMENT

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The JOC Contractor agrees that this Contract, as awarded, is for the stated work and understands that payment for the work will be made on the basis of the indicated amount, per the terms and conditions of this contract.

CITY OF SEDONA, ARIZONA,

DocuSigned by:
By: Anette Spickard
26E2EB04E4F64B8...

Name: Anette Spickard

Title: City Manager

(SEAL)

ATTEST:

DocuSigned by:
JoAnne Cook
F3F3574389784E3...

Name: JoAnne Cook

DocuSigned by:
APPROVED AS TO FORM:
Kurt Christianson
City Attorney
A6B1C1B6A7411...

CACTUS ASPHALT, INC.

Signed by:
By:
46FFD2DC5834486...

Name: Jeff Abram

Title: Director - sales/est.

EXHIBIT "A"

To:	City Of Sedona	**Contact:**	Victor Estrada
Address:	Sedona, AZ	**Phone:**	
		Fax:	
Project Name:	City Of Sedona JOC Additional Items	**Bid Number:**	
Project Location:	Various Locations, Sedona, AZ	**Bid Date:**	8/23/2024

Item #	Item Description	Unit	Unit Price
1	Public Relations Allowance (PER JOA): COST PLUS 10% Cactus Will Utilize BetaPR For All JOA Public Relations And Public Outreach Efforts	AL	$0.00
2	MAG Slurry Seal Type II (0-1,000 SY)	SY	$55.00
3	MAG Slurry Seal Type II (1,000-10,000 SY)	SY	$8.45
4	MAG Slurry Seal Type II (10,000-50,000 SY)	SY	$5.40
5	MAG Slurry Seal Type II (50,000+ SY)	SY	$4.85
6	Crack Mastic (Cracks Larger Than 1")	LB	$4.50
7	Striping Obliteration	LF	$1.15
8	TRMSS Fog Seal (0-1,000 SY)	SY	$15.00
9	TRMSS Fog Seal (1,000-10,000 SY)	SY	$2.55
10	TRMSS Fog Seal (10,0000-50,000 SY)	SY	$1.45
11	TRMSS Fog Seal (50,000+ SY)	SY	$1.25
12	CSS Hot Mix Overlay <500 TN	TON	$475.00
13	CSS Hot Mix Overlay >500 TN	TON	$335.00
14	Scratch Course Rut Filling (3/8" Mix) <100 TN	TON	$450.00
15	Scratch Course Rut Filling (3/8" Mix) >100 TN	TON	$285.00

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	**CONFIRMED:** **Cactus Asphalt**
Buyer: _____	
Signature: _____	Authorized Signature: _____
Date of Acceptance: _____	Estimator: Jeff Smith

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

CACTUS ASPHALT 2024

Item #	Description	UM	Unit Bid Price
1	Reset Manhole Frame And Lid	EACH	$ 623.12
2	Reset Sewer Cleanout	EACH	$ 480.70
3	Reset Water Valve Frame And Lid	EACH	$ 480.70
4	Aggregate Base Course (0-100 TN)	TON	$ 66.77
4a	Aggregate Base Course (100+ TN)	TON	$ 37.70
5	Aggregate Base Course (Recondition) (0-300 SY)	SY	$ 11.30
5a	Aggregate Base Course (Recondition) (300+ SY)	SY	$ 1.51
6	Subgrade Prep (0-300 SY)	SY	$ 11.30
6a	Subgrade Prep (300+ SY)	SY	$ 1.61
7	Recondition Shoulder (0-300 SY)	SY	$ 8.07
7a	Recondition Shoulder (300+ SY)	SY	$ 1.51
8	PMM Seal Coat (0-1,000 SY)	SY	$ 3.25
8a	PMM Seal Coat (1001-10000 SY)	SY	$ 2.06
8b	PMM Seal Coat (10000-50000 SY)	SY	$ 1.68
8c	PMM Seal Coat (50000+ SY)	SY	$ 1.68
9	Crack Seal Roadway (0-0.5" Wide) (Min 5,000 LF)	LF	$ 0.33
9a	Crack Seal Roadway (.5-1" Wide) (Min 5,000 LF)	LF	$ 0.42
10	Asphaltic Concrete Pavement Milling (0 IN. To 3 IN.) (0-4000 SY)	SY	$ 4.00
10a	Asphaltic Concrete Pavement Milling (0 IN. To 3 IN.) (4000+ SY)	SY	$ 3.43
11	Asphaltic Concrete Pavement (0 IN. To 3 IN.)(0-100 TN)	TON	$ 172.24
11a	Asphaltic Concrete Pavement (0 IN. To 3 IN.) (100+ TN)	TON	$ 124.10
12	Asphaltic Concrete Pavement (> 3 IN.) (0-100 TN)	TON	$ 172.24
12a	Asphaltic Concrete Pavement (> 3 IN.) (100+ TN)	TON	$ 125.17
13	Asphaltic Concrete (Permanent Patch)	TON	$ 230.53
14	Asphaltic Concrete Termination MAG Detail 201 Type "A" (0-100 LF)	LF	$ 7.00
14a	Asphaltic Concrete Tertermination MAG Detail 201 Type "A" (100+ LF)	LF	$ 5.92
15	Asphaltic Concrete Termination MAG Detail 201 Type "B" (0-100 LF)	LF	$ 7.27
15a	Asphaltic Concrete Termination MAG Detail 201 Type "B" (100+ LF)	LF	$ 6.19
16	Asphaltic Concrete Driveway MAG Detail 205	TON	$ 192.85
17	Asphaltic Concrete Edge Repair (0-100 TN)	TON	$ 268.21
17a	Asphaltic Concrete Edge Repair (100+ TN)	TON	$ 241.29
18	Asphaltic Concrete Removal (2-4")(0-100 SY)	SY	$ 28.83
18a	Asphaltic Concrete Removal (2-4")(100+SY)	SY	$ 7.31
18b	Asphaltic Concrete Removal(5-6")(0-100 SY)	SY	$ 34.75
18c	Asphaltic Concrete Removal(5-6")(100+ SY)	SY	$ 10.96
19	Saw Cut Asphaltic Concrete Pavement (2-4")(0-100 LF)	LF	$ 4.31
19a	Saw Cut Asphaltic Concrete Pavement(2-4")(100+ LF)	LF	$ 1.61
19b	Saw Cut Asphaltic Concrete Pavement(5-6")(0-100 LF)	LF	$ 6.46
19c	Saw Cut Asphaltic Concrete Pavement(5-6")(100+ LF)	LF	$ 2.15
20	4" Pavement Markings (0-100 LF)	LF	$ 2.92
20a	4" Pavement Markings (100+ LF)	LF	$ 0.15
21	12" Turn Lane Markings (0-100 LF)	LF	$ 3.70
21a	12" Turn Lane Markings (100 + LF)	LF	$ 0.43
22	12" Crosswalk Markings (0-100 LF)	LF	$ 5.25
22a	12" Crosswalk Markings (100+ LF)	LF	$ 2.92
23	Concrete Handicap Ramp (0-3)	EACH	$ 4,405.15
23a	Concrete Handicap Ramp (4+)	EACH	$ 3,328.65
24	Concrete Sidewalk (4 IN.) New (0-20 SY)	SY	$ 181.61
24a	Concrete Sidewalk (4 IN.) New (20-200 SY)	SY	$ 67.98
24b	Concrete Sidewalk (4 IN.) New (200 + SY)	SY	$ 62.58
25	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (0-20 SY)	SY	$ 186.30
25a	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (20-200 SY)	SY	$ 99.91
25b	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (200+ SY)	SY	$ 94.52

Docusign Envelope ID: F7652BB7-E4C8-4188-933C-014372DF9C0C

26	Concrete Driveway (6 IN.) (New W/ Fiber Reinforcement)(0-20 SY)	SY	$	191.68
26a	Concrete Driveway (6 IN.) (New W/ Fiber Reinforcement)(20+ SY)	SY	$	109.62
27	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (0-20 LF)	LF	$	178.83
27a	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (20-200 LF)	LF	$	52.88
27b	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (200 + LF)	LF	$	44.23
28	Concrete Curb (MAG Type "B") (Replace) (0-20 LF)	LF	$	189.59
28a	Concrete Curb (MAG Type "B") (Replace) (20-200 LF)	LF	$	52.88
28b	Concrete Curb (MAG Type "B") (Replace) (200 + LF)	LF	$	44.23
29	Concrete Curb & Gutter (MAG Type "C") (Replace) (0-20 LF)	LF	$	168.06
29a	Concrete Curb & Gutter (MAG Type "C") (Replace) (20-200 LF)	LF	$	53.95
29b	Concrete Curb & Gutter (MAG Type "C") (Replace) (200 + LF)	LF	$	44.23
30	Concrete Sidewalk (4 IN.) (Replace) (0-20 SY)	SY	$	208.49
30a	Concrete Sidewalk (4 IN.) (Replace) (0-200 SY)	SY	$	102.41
30b	Concrete Sidewalk (4 IN.) (Replace) (200 + SY)	SY	$	92.72
31	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (0-20 LF)	LF	$	136.84
31a	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (20-200 LF)	LF	$	42.03
31b	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (200 + LF)	LF	$	35.60
32	Concrete Curb (MAG Type "B") (New) (0-20 LF)	LF	$	137.92
32a	Concrete Curb (MAG Type "B") (New)(20-200 LF)	LF	$	42.07
32b	Concrete Curb (MAG Type "B") (New)(200+ LF)	LF	$	36.75
33	Concrete Curb & Gutter (MAG Type "C") (New)(0-20 LF)	LF	$	139.00
33a	Concrete Curb & Gutter (MAG Type "C") (New)(20-200 LF)	LF	$	42.11
33b	Concrete Curb & Gutter (MAG Type "C") (New)(200 + LF)	LF	$	35.60
34	Sedona Red Concrete Color	CY	$	85.29
35	Tree Removal 12 IN. To 24. IN Dia	EACH	$	1,076.50
36	Street Sweeping (Power Broom)	HR	$	135.00
37	Sidewalk Sweeping (Manual)	HR	$	86.12
38	Sidewalk Sweeping (Power Broom)	HR	$	107.65
39	One (1) Sack ABC Slurry(0-10 CY)	CY	$	271.11
39a	One (1) Sack ABC Slurry (10+ CY)	CY	$	174.22
40	Core Sampling	EACH	$	250.00
41	Storm Water Pollution Prevention (Percentage Of Overall Work Order) - 2%	LS	$	-
42	Mobilization (Percentage Of Overall Work Order) - 10%	LS	$	-
43	Quality Control & Testing (Percentage Of Overall Work Order) - 3%	LS	$	-
44	Construction Staking	HR	$	225.00
45	Utility Potholing	HR	$	375.00
46	Tack Coat (0-300 SY)	SY	$	1.57
46a	Tach Coat (300 + SY)	SY	$	0.52
47	Asphaltic Concrete Pulverizing (2-4")(0-1000 SY)	SY	$	5.34
47a	Asphaltic Concrete Pulverizing (2-4")(1000+ SY)	SY	$	3.27
47b	Asphaltic Concrete Pulverizing (5-6")(0-1000 SY)	SY	$	5.84
47c	Asphaltic Concrete Pulverizing (5-6")(1000+ SY)	SY	$	3.77
48	Dual Layer Weed Barrier	SY	$	10.77
49	Liquid Road Seal Coat (0-1000 SY)	SY	$	5.37
49a	Liquid Road Seal Coat (1000-10000 SY)	SY	$	3.65
49b	Liquid Road Seal Coat (10000-50000 SY)	SY	$	3.13
49c	Liquid Road Seal Coat (50000+SY)	SY	$	2.99
50	Fractured Aggregate Surface Treatment (F.A.S.T.) - 0-1000 SY	SY	$	25.93
50a	Fractured Aggregate Surface Treatment (F.A.S.T.) - 1000-10000 SY	SY	$	6.71
50b	Fractured Aggregate Surface Treatment (F.A.S.T.) - 10000-50000 SY	SY	$	5.78
50c	Fractured Aggregate Surface Treatment (F.A.S.T.) - 50000+ SY	SY	$	5.63

CITY COUNCIL AGENDA BILL

AB 3259
September 9, 2025
Consent Items

Agenda Item: 3g
Proposed Action & Subject: Approval for recommendation regarding an application for a Permanent Extension of Premises/Patio Permit Liquor License for Sedona Beer Company, located at 465 Jordan Road, Ste 1, Sedona, AZ, 86336.

Department	City Clerk/JoAnne and Marcy
Time to Present **Total Time for Item**	NA NA
Other Council Meetings	NA
Exhibits	Permanent Extension of Premises/Patio Permit application is available for review in the City Clerk's Office.

Finance Approval	Reviewed 08/25/25 BGW
City Attorney Approval	Reviewed 8/25/25 KWC
City Manager's Recommendation	Recommend approval ABS 08/27/25

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

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for Permanent Extension of Premises/Patio permits.

The City has received a Permanent Extension of Premises/Patio Permit application for Sedona Beer Company, located at 465 Jordan Road, Ste 1, Sedona, AZ, 86336. The application is available for review and inspection in the City Clerk's office or by email.

A Permanent Extension of Premises/Patio Permit is required by the Arizona Department of liquor when a liquor license holder intends to change the physical arrangement of the licensed premises from the diagram on record at the Department of Liquor per ARS 4-207.01.

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

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

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

Sedona Beer Company, located at 465 Jordan Road, Ste 1, Sedona, AZ, 86336. Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a Permanent Extension of Premises/Patio Permit Liquor License for Sedona Beer Company, located at 465 Jordan Road, Ste 1, Sedona, AZ, 86336.

CITY COUNCIL AGENDA BILL

AB 3256
September 9, 2025
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RS-18 (Single Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center. The subject properties are located at 62 & 86 Royal Glen Lane, east of the Hillside Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane. APN: 401-19-012 & -013A. Case Number: PZ25-00003 (ZC) Property Owner: MCA Hillside, LLC (Tyler Mattox) Applicant: MCA Realty, Inc (Tom Hanrahan)

Department	Community Development/ Megan Yates
Time to Present	10 minutes
Total Time for Item	45 minutes
Other Council Meetings	N/A
Exhibits	A. Ordinance for Rezoning B. Planning & Zoning Commission Packet, July 15, 2025 C. Planning & Zoning Commission Minutes, July 15, 2025 D. Conditions of Approval as recommended by the Planning and Zoning Commission. E. Public Comments not included in P&Z Packet F. Addendum to Letter of Intent & Revised Site Plan

Finance Approval	Reviewed 08/25/25 BGW
City Attorney Approval	Reviewed 8/26/25 KWC
City Manager's Recommendation	Recommend approval ABS 08/27/25

Expenditure Required
$ NA
Amount Budgeted
$ NA
Account No. (Description)

SUMMARY STATEMENT

This is a public hearing on a proposed zone change from RS-18 (Single-Family Residential) to CO (Commercial) for the properties at 62 & 86 Royal Glen Lane to allow the subject properties to be developed as a legal parking lot.

Background:

The following is a summary of the proposal; for more specific information about the proposal and staff's analysis, please review the materials provided to the Planning and Zoning Commission for the July 15, 2025, public hearing (Exhibit B). In addition, the minutes from the

Commission's July 15, 2025, meeting are provided in Exhibit C. Public Comments provided to the Commission for their meetings are included with the packet and in Exhibit E. Complete project information, including links to watch the Commission's meetings, is on the webpage for the project, available at the following link:

https://www.sedonaaz.gov/your-government/departments-and-programs/community-development/projects-and-proposals/hillside-parking-rezone

The properties under consideration are ±1.6 acres and are located behind the Hillside Sedona Shopping Center (671 State Route 179). The properties are currently operating a non-permitted parking lot used by Hillside Sedona Shopping Center (Hillside).

Community Plan Designation

The properties are designated Mixed Use in the Community Plan. There is no adopted Community Focus Area (CFA) plan for this area, but the properties are within the Proposed Uptown CFA, Ranger Road Area, which has been identified in the Community Plan as an area for which a CFA Plan could be adopted in the future (See Community Plan, pages 48-49). While most of the opportunities for this area are relevant for properties by the creek and along Ranger Road, the Community Plan states that properties throughout the CFA should be including strategies to address public parking and transit access improvements.

In addition to being within the Uptown CFA Area, these properties are designated Mixed Use (MU) in the Community Plan (see Community Plan page 41). This designation is intended to support developments with a variety of uses and can serve as transitional between more intense commercial uses and residential uses.

Zone Change Proposal

The applicant is proposing to change the existing RS-18 zoning to CO to allow for the development of a legal parking lot.

The Planning and Zoning Commission Packet (Exhibit B) provides Staff's evaluation of the proposal in relation to applicable Community Plan vision, goals, and policies. The Staff Report also provides an evaluation of the proposal relative to Land Development Code Article 8 (Administration and Procedures), more specifically Section 8.3.E.5., containing the approval criteria applicable to all development, subdivision and rezoning applications.

Staff Recommendation

As outlined in the staff report, Staff's recommendation was approval for the Zone Change based on compliance with applicable Community Plan and Land Development Code criteria as specified in the Planning and Zoning Commission Staff Report (Exhibit B).

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on this item on July 15, 2025, at which time they reviewed the application submitted by the applicant, the materials provided by staff, asked questions of staff and the applicant, took public comment and unanimously (6-0, Commissioner Wiehl was excused) moved to forward a recommendation of approval to the City Council regarding the proposed zone change.

While many aspects of the project were discussed during the Public Hearing, the following were the main points of discussion:

- Ensuring the parking lot is to be used for employees only
- Signage for employee only parking

- Limiting public access to Royal Glen Lane
- Emergency access plan, striping, signage and delivery truck turnaround
- Potential sound abatement for neighboring properties
- Working with City Staff to explore the use of permeable pavement materials

The Commission added one recommended condition of approval:

- Condition 4: Property owner shall construct a gate for the property owners to the south (to control access to adjacent residential properties), subject to approval by all affected property owners and in compliance with all applicable LDC and Sedona Fire District requirements.

The complete list of recommended conditions of approval are included in Exhibit D.

While not included as a formal recommendation of approval, the Commission also stated their expectation that the applicant would discuss potential changes to the plan with the neighboring property owners and that, when presented to Council, the proposal would include changes, discussed and agreed to by the applicant and the neighboring property owners, that would address potential negative impacts due to the proposed zone change. Both neighboring property owners, 91 & 100 Royal Glen Lane, operate STRs at their properties. Since the P&Z Public Hearing, the applicant has worked with the neighboring property owners and has submitted an addendum to their Letter of Intent (Exhibit F), agreeing to the following:

- Access control with a boom lift gate at the entrance of the parking lot (preapproved by Sedona Fire District) to restrict access to employees only
- Surfacing material to be ½ inch Jesse Red gravel and recycled fire hose for parking stall demarcation
- Adding a 20-foot-wide sewer easement dedicated to the City of Sedona
- Plant eight saplings from the City of Sedona Approved Plant List on Mr. Bursts property (91 Royal Glen Lane)
- Improve circulation and ease of maneuvering by expanding the drive aisles to 26 feet
- Updated circulation plan for emergency vehicle access routes and delivery vehicle access
- Remove existing RV parking signs

These items are included as a new recommended condition of approval:

- Recommended Condition 11: Property owner shall adhere to the revisions and clarifications detailed in the Addendum to Letter of Intent for Zone Change Application (APN 401-19-012 & 401-19-013A), dated 8/19/2025.

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

This project uses a previously disturbed area for employee parking, supporting the existing businesses and making better and more efficient use of an existing shopping center, in line with the CAP's goals to reduce the impacts of new development. Permeable pavement will be used with fire hose in place of asphalt and paint striping.

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

The Planning and Zoning Commission held a public hearing on this item on July 15, 2025, and unanimously (6-0, Commissioner Wiehl was excused) moved to forward a recommendation of approval to the City Council regarding the proposed zone change, subject to the recommended conditions of approval in Exhibit D.

Alternative(s): Council can choose not to approve the Zone Change.

MOTION

[Open Public Hearing]
Motion for Approval

I move to: approve Ordinance No. 2025-___, regarding case number PZ 25-00003 (ZC), Hillside Sedona Parking Rezone, rezoning the property identified herein from its present designation of RS-18 (Single-Family Residential) to CO (Commercial), based on compliance with ordinance requirements, consistency with the Sedona Community Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development Code, and the requirements for approval, as specified in LDC Sections 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report and accompanying exhibits, which staff report and exhibits are hereby adopted as the findings of the City Council.

ORDINANCE NO. 2025-__

HILLSIDE PARKING REZONE
PZ 25-00003 (ZC)

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, REZONING THAT PROPERTY DESCRIBED HEREIN FROM ITS PRESENT DESIGNATION OF RS-18 (SINGLE-FAMILY RESIDENTIAL) TO CO (COMMERCIAL); ESTABLISHING CONDITIONS OF SUCH REZONING; DIRECTING THE AMENDMENT OF THE ZONING MAP UPON COMPLETION OF ALL ZONING CONDITIONS SET FORTH HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Planning and Zoning Commission has formally considered the proposed rezoning, following proper notice and a hearing on July 15, 2025, and has recommended approval of the requested rezoning, subject to the recommended conditions of approval.

WHEREAS, City Council has read and considered the staff reports prepared by the Community Development Department staff and all attachments to those reports, the applicant's application, the narrative provided by the applicant and all statements made by the applicant and its representatives during the presentations to the Planning and Zoning Commission and to City Council, City Council finds that the proposed rezoning meets the findings required by the Sedona Land Development Code (LDC) Section 8.6.

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

Section 1. Description and Rezoning

The subject property, as depicted in Exhibit A, consists of Coconino County Assessor's Parcels 401-19-012 and 401-19-013A, containing approximately 1.6 acres, and is located east of the Hillside Sedona Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane, Sedona, Arizona, a legal description and zoning map of which is attached as "Exhibit A" and incorporated by this reference.

The owner/applicant desires to rezone the property from its present designation of RS-18 (Single-Family Residential) to CO (Commercial), allowing for the development of a parking lot, upon completion of all conditions as set forth in Exhibit A, based on conformance with the requirements for approval of a zone change and consistency and conformance with the Community Plan, and subject to all applicable ordinance requirements and based on the Planning and Zoning Commission and City Council's findings.

Section 2. Zoning Map

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

Section 3. Repeal

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

Section 4. Effective Date

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of September, 2025.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Exhibit A

PZ25-00003 (ZC): Hillside Parking

Legal Description, Zoning Map, and Conditions of Approval

APN 401-19-012 & 401-19-013A

Zone Change Request: RS-18 (Single-Family Residential) to CO (Commercial)

LEGAL DESCRIPTION PAGE 1 OF 5

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A tract of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 18, as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18;

THENCE South 01° 43' 03" East, a distance of 28.21 feet to a previously found axle;

THENCE North 89° 18' 57" West, a distance of 34.60 feet to the position of the "Old Erroneous" Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18 as determined from local survey monuments and recorded data;

THENCE North 89° 18' 57" West, a distance of 482.25 feet to a ¾" pipe with no identification found at the Northeast corner of the "Alexander Tract" as described in Docket 655, Page 27, records of Coconino County, Arizona;

THENCE North 89° 18' 57" West (North 87° 38' 32" West per Docket 655, Page 27), a distance of 379.82 feet (380.61 feet per Docket 655, Page 27), along the North line of said "Alexander Tract" to a set ½" rebar with plastic cap stamped LS 14184 (referenced as "set monument" hereafter) set on the Easterly right-of-way line of Arizona Highway 179;

THENCE North 04° 33' 30" East, a distance of 0.77 feet along said Easterly right-of-way line to a "set monument" at a point of curvature;

THENCE Northeasterly along said Easterly right-of-way line being a tangent curve concave to the Southeast having a radius of 539.96 feet and a central angle of 38° 30' 11", an arc distance of 362.85 feet to a "set monument" at a point of tangency;

THENCE North 43° 03' 41" East, a distance of 74.48 feet, along said Easterly right-of-way line to the TRUE POINT OF BEGINNING;

THENCE departing said Easterly right-of-way line of Arizona Highway 179 in an Easterly direction along a curve concave to the South having a radius of 100.54 feet, chord bearing of South 68° 19' 24" East and central angle of 41° 38' 55", an arc distance of 73.08 feet;

THENCE South 47° 29' 57" East, a distance of 197.88 feet to the beginning of a curve;

THENCE Southeasterly along a curve concave to the Northeast having a radius of 209.32 feet, chord bearing of South 62° 58' 41" East and central angle of 30° 56' 52", an arc distance of 113.06 feet to a previously "set monument" at the North corner of the "Asoka Tract" as described in Docket 1764, Page 307, records of Coconino County, Arizona;

THENCE Southeasterly along the Northeasterly boundary of said "Asoka Tract" being a curve concave to the Southwest having a radius of 107.29 feet, chord bearing of South 58° 45' 15" East and central angle of 40° 19' 55", an arc distance of 75.52 feet to a ½" rebar with brass tag stamped LS 2473 found at the most Westerly corner of the "Gephart Tract" as described in Docket 1331, Page 663, records of Coconino County, Arizona;

THENCE North 57° 57' 21" East (North 58° 15' 24" East per Docket 1331, Page 663), a distance of 200.83 feet (201.57 feet per Docket 1331, Page 663), along the Northwest boundary of said "Gephart Tract" to a "set monument" on the Southwesterly boundary of the "All Seasons Tract" as described in Docket 1655, Page 605, records of Coconino County, Arizona;

THENCE North 25° 43' 40" West (North 25° 34' West per Docket 1655, Page 605), a distance of 131.47 feet, along said Southwesterly boundary to a "set monument";

THENCE North 58° 20' 40" West (North 58° 11' West per Docket 1655, Page 605), a distance of 190.00 feet, along said Southwesterly boundary to a "set monument";

THENCE North 51° 23' 58" West (North 52° 25' West per Docket 1655, Page 605), a distance of 176.28 feet, along said Southwesterly boundary of the "All Seasons Tract" to a "set monument" on said Easterly right-of-way line of Arizona Highway 179;

THENCE Southwesterly along said Easterly right-of-way line being a curve concave to the Northwest having a radius of 1,004.93 feet, chord bearing of South 39° 36' 53" West and central angle of 05° 22' 11", an arc distance of 94.18 feet to a "set monument";

THENCE North 47° 42' 02" West, a distance of 17.00 feet along said Easterly right-of-way line to a "set monument";

THENCE Southwesterly along said Easterly right-of-way line being a curve concave to the Northwest having a radius of 987.93 feet, chord bearing of South 42° 40' 50" West and central angle of 00° 45' 43", an arc distance of 13.14 feet;

THENCE South 43° 03' 41" West, a distance of 157.03 feet, along said Easterly right-of-way line of Arizona Highway 179 to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM that portion conveyed by Deed recorded in Instrument No. 3613468, records of Coconino County, Arizona, described as follows:

A parcel of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18 as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18, from which the position of a previously found axle bears South 01° 43' 03" East, a distance of 28.21 feet;

THENCE from said Southeast corner of the Northeast quarter of the Northeast quarter of Section 18, South 50° 31' 52" West, a distance of 43.72 feet (South 50° 23' 24" West, 41.58 feet per legal description of "Parcel No. 1 of the Bruno Tract" recorded in Instrument No. 3452886, records of Coconino County, Arizona), to the position of the "Old Erroneous" Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18, as determined from local survey monuments and recorded data;

THENCE North 00° 09' 40" West, a distance of 60.00 feet (North, 60.00 feet per Instrument No. 3452886);

THENCE North 36° 27' 40" West, a distance of 135.49 feet (North 36° 18' West, 135.00 feet per Instrument No. 3452886) to the Southeast corner of said "Parcel No. 1 of the Bruno Tract";

THENCE North 36° 27' 40" West, a distance of 14.51 feet (North 36° 18' West, 15.00 feet per Instrument No. 3452886) to an angle point in the Easterly boundary of said "Parcel No. 1 of the Bruno Tract";

THENCE North 25° 43' 40" West, a distance of 75.43 feet (North 25° 34' West, 75.00 feet per Instrument No. 3452886), to a ½" rebar with plastic cap stamped LS 14184 previously set at the Northeast corner of said "Parcel No. 1 of the Bruno Tract";

THENCE along the Northerly boundary of said "Parcel No. 1 of the Bruno Tract", South 57° 57' 22" West (South 58° 15' 24" West per Instrument No. 3452886), a distance of 125.93 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said Northerly boundary of "Parcel No. 1 of the Bruno Tract", South 57° 57' 22" West (South 58° 15' 24" West per Instrument No. 3452886), a distance of 36.10 feet, to a point from which a ½" rebar with brass tag stamped LS 2473, previously found at the Northwest corner of said "Parcel No. 1 of the Bruno Tract" lies South 57° 57' 22" West, a distance of 38.76 feet;

THENCE departing said Northerly boundary of "Parcel No. 1 of the Bruno Tract", North 36° 28' 18" West, a distance of 9.10 feet;

THENCE North 51° 51' 21" East, a distance of 36.05 feet;

THENCE South 36° 18' 33" East, a distance of 12.94 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A parcel of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18 as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18;

TEHNCE South 01° 43' 03" East, a distance of 28.21 feet to a previously found axle;

THENCE North 89° 18’ 57” West, a distance of 34.60 feet to the position of the “Old Erroneous” Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18 as determined from local survey monuments and recorded data;

THENCE North 89° 18’ 57” West, a distance of 482.25 feet to a ¾ inch pipe with no identification found at the Northeast corner of the “Alexander Tract” as described in Docket 655, Page 27, records of Coconino County, Arizona, said pipe being the TRUE POINT OF BEGINNING;

THENCE continuing North 89° 18’ 57” West (North 87° 38’ 32” West per Docket 655, Page 27), a distance of 379.82 feet (380.61 feet per Docket 655, Page 27), along the North line of said “Alexander Tract” to a ½ inch rebar with plastic cap stamped LS 14184 (referenced as “set monument” hereafter) set on the Easterly right-of-way line of Arizona Highway 179;

THENCE North 04° 33’ 30” East, a distance of 0.77 feet, along said Easterly right-of-way line to a “set monument” at a point of curvature;

THENCE Northeasterly along said Easterly right-of-way line being a tangent curve concave to the Southeast, having a radius of 539.96 feet and a central angle of 38° 30’ 11”, an arc distance of 362.85 feet to a “set monument” at a point of tangency;

THENCE North 43° 03’ 41” East, a distance of 74.48 feet along said Easterly right-of-way line;

THENCE departing said Easterly right-of-way line of Arizona Highway 179 in an Easterly direction along a curve concave to the South having a radius of 100.54 feet, chord bearing of South 68° 19’ 24” East and central angle of 41° 38’ 55”, an arc distance of 73.08 feet;

THENCE South 47° 29’ 57” East, a distance of 197.88 feet to the beginning of a curve;

TEHNCE Southeasterly along a curve concave to the Northeast having a radius of 209.32 feet, chord bearing of South 62° 58’ 41” East and a central angle of 30° 56’ 52”, an arc distance of 113.06 feet to a previously “set monument” at the North corner of the “Asoka Tract” as described in Docket 1764, Page 307, records of Coconino County, Arizona;

THENCE South 35° 57’ 25” West (South 36° 18’ 54” West per Docket 1764, Page 307), a distance of 215.75 feet (205.56 feet per Docket 1764, Page 307) to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

An easement for roadway and utilities, as created by instruments recorded in Docket 184, Pages 175 through 183, and in Docket 184, Page 528, records of Coconino County, Arizona, over the following portion of the Northeast quarter of the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River, Base and Meridian, Coconino County, Arizona, said easement being strip of land 200 feet in width, 10 feet on each side of a centerline described as follow:

BEGINNING at a point on the South line of the Northeast quarter of the Northeast quarter of said Section 18, that lies North 89° 00’ 00” West, a distance of 204.00 feet from the Southeast corner of said Northeast quarter of the Northeast quarter ;

THENCE North 40° 03’ 00” West, a distance of 36.00 feet to a point of curvature;

Exhibit A

PZ25-00003 (ZC): Hillside Parking

Legal Description, Zoning Map, and Conditions of Approval

APN 401-19-012 & 401-19-013A

Zone Change Request: RS-18 (Single-Family Residential) to CO (Commercial)

LEGAL DESCRIPTION PAGE 5 OF 5

THENCE 98.42 feet along a curve to the right with a radius of 302.10 feet to a point of reverse curvature;

THENCE 106.27 feet along a curve to the left with a radius of 107.29 feet to a point of reverse curvature;

THENCE 113.07 feet along a curve to the right with a radius of 209.32 feet to a point of tangency;

THENCE North 47° 11' 00" West, a distance of 264.03 feet, more or less, to the Easterly 33 foot right-of-way line of the Sedona-Big Park State Highway, as created by instrument recorded in Book 11 of Promiscuous Records, Page 278, records of Coconino County, Arizona;

EXCEPTING THEREFROM any portion lying within Parcel Nos. 1 and 2 described hereinabove.

Exhibit A

PZ25-00003 (ZC): Hillside Parking

Legal Description, Zoning Map, and Conditions of Approval

APN 401-19-012 & 401-19-013A

Zone Change Request: RS-18 (Single-Family Residential) to CO (Commercial)

ZONING MAP

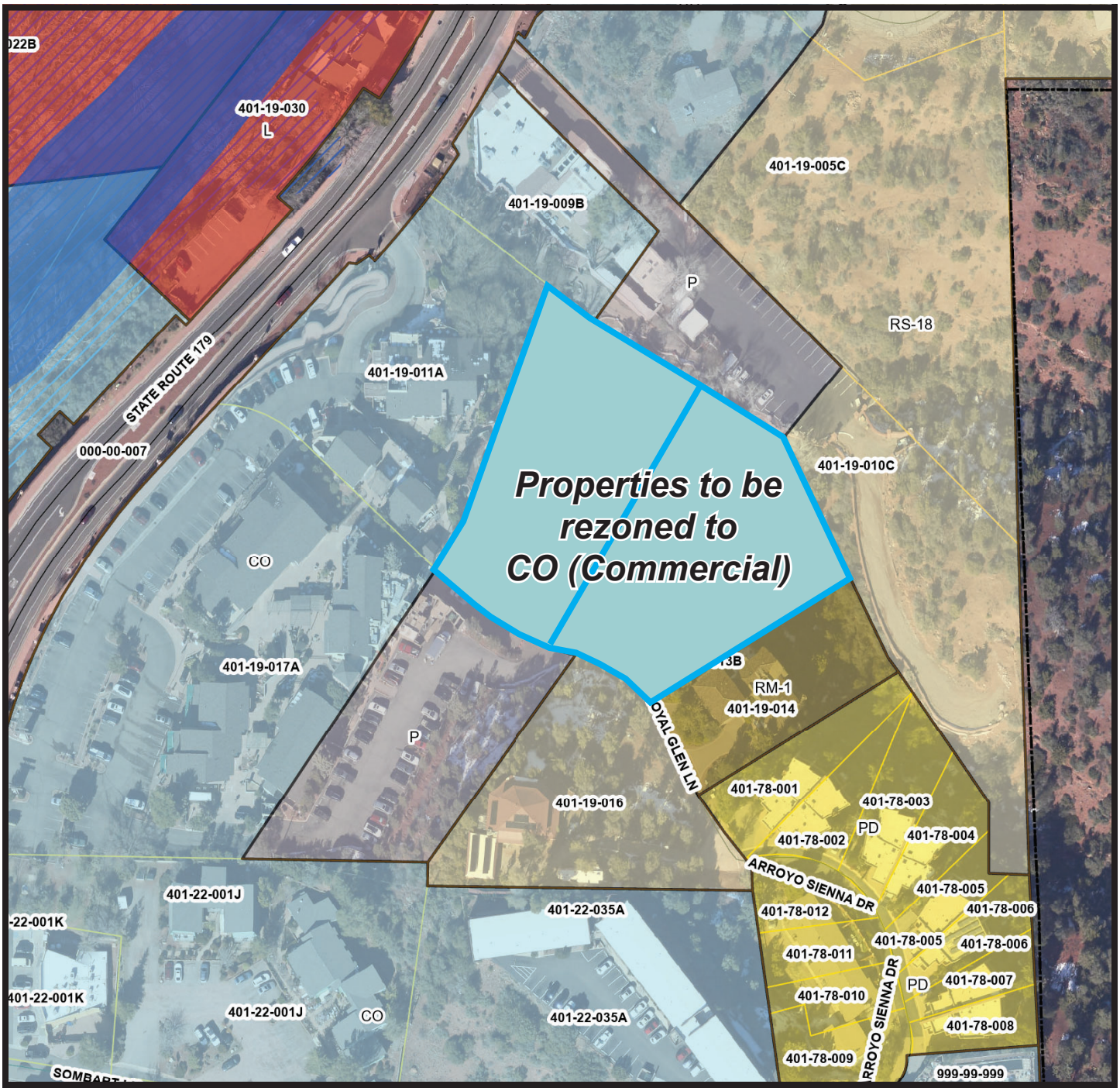


Exhibit A

PZ25-00003 (ZC): Hillside Parking

Legal Description, Zoning Map, and Conditions of Approval

APN 401-19-012 & 401-19-013A

Zone Change Request: RS-18 (Single-Family Residential) to CO (Commercial)

CONDITIONS OF APPROVAL

Conditions of approval to be added after approval by City Council

AGENDA

City of Sedona
Planning and Zoning Commission Meeting

4:30 PM | **Tuesday, July 15, 2025**

NOTICE:
Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission will hold a meeting open to the public on Tuesday, July 15, 2025, at 4:30 pm in the City Hall Council Chambers.

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least 24 hours in advance.
- Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the Planning and Zoning Commission on a particular subject scheduled on the agenda.
- Please note that this is not a question/answer session.

PROCEDURES:

- It is strongly encouraged that public input on the agenda items be submitted by sending an e-mail to planning@SedonaAZ.gov in advance of the 4:30 Call to Order.
- Fill out a "Comment Card" and deliver it to the Recording Secretary.
- When recognized, use the podium/microphone.
- State your Name and City of Residence
- Limit comments to 3 MINUTES.
- Submit written comments to the Recording Secretary.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL
2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF
3. APPROVAL OF THE FOLLOWING MINUTES:
   a. May 20, 2025 (SV)
   b. May 20, 2025 (R)
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.)*
5. CONSIDERATION OF THE FOLLOWING ITEM(S) THROUGH PUBLIC HEARING PROCEDURES:
   a. Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RS-18 (Single Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center. The subject properties are located at 62 & 86 Royal Glen Lane, east of the Hillside Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane. APN: 401-19-012 & -013A.

      Case Number: PZ25-00003 (ZC)
      Property Owner: MCA Hillside, LLC (Tyler Mattox)
      Applicant: MCA Realty, Inc (Tom Hanrahan)
6. FUTURE MEETING DATES AND AGENDA ITEMS
   a. Tuesday, August 5, 2025
   b. Tuesday, August 19, 2025
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.
8. ADJOURNMENT

Physical Posting: July 10, 2025 By: DJ

Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov or in the Community Development Office, 102 Roadrunner Drive approximately one week in advance of the meeting.

Note that members of the City Council and other City Commissions and Committees may attend the Planning and Zoning Commission meeting. While this is not an official City Council meeting, because of the potential that four or more Council members may be present at one time, public notice is therefore given for this meeting and/or event.

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

Meeting Date:	**July 15, 2025**
Hearing Body:	**Planning and Zoning Commission**
Project Summary:	Zone Change (ZC) from RS-18 (Single-Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center.
Staff Recommendation:	Recommendation of Approval, with conditions of approval
Location:	62 & 86 Royal Glen Lane (Behind Hillside Sedona Shopping Center, 671 SR179)
Parcel Numbers:	401-19-012 & 401-19-013A
Applicant:	Tom Hanrahan (MCA Realty, Inc.)
Property Owner:	MCA Hillside, LLC (Tyler Mattox)
Site Size:	± 1.6 acres
Sedona Community Plan Designation:	Mixed Use (MU)
Existing Zoning:	RS-18 (Single-Family Residential)
Proposed Zoning:	CO (Commercial)
Current Land Use:	Vacant/non-permitted overflow parking for Hillside Sedona Shopping Center

Surrounding Properties:

	Area Zoning	Area Land Uses
North	CO, P	Commercial, Parking
South	P, RS-18, RM-1	Parking, Single-Family & Multifamily Residential
East	RS-18	Single-Family Residential
West	CO	Commercial (Hillside Shopping Center)

Report Prepared By: Megan Yates, Assistant Planner

Attachments:

1. Vicinity/Aerial Map 17
2. Project Application Materials
   a. Application, Letter of Intent, Citizen Participation Report, Deed Restriction (Draft) 21
   b. ALTA survey, Legal Description, Parking Use Restriction (Draft) 31
   c. Site Plan and Outdoor Lighting 46
3. Public Comments 60

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PROJECT DESCRIPTION

This is a request for approval of a Zone Change (ZC) from RS-18 (Single-Family Residential) to CO (Commercial) to allow the subject properties to be developed as a legal parking lot. The properties are currently operating a non-permitted parking lot used by Hillside Sedona Shopping Center (Hillside).

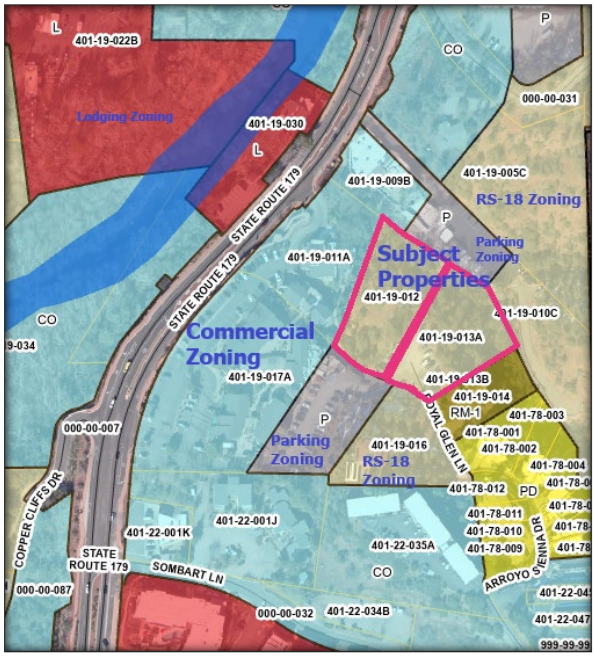
Development of this site is permitted in accordance with the Land Development Code (LDC) requirements, including Article 2 (Zoning Districts), Article 3 (Use Regulations), and Article 5 (Development Standards). The properties are zoned RS-18, which does not permit commercial parking facilities. The CO zone allows parking facilities as a permitted use in accordance with Land Development Code (LDC) requirements, specifically Article 3 (Use Regulations).

The properties were originally used as a temporary wastewater facility and are currently being used as a non-permitted parking facility that was established between 1997 and 2003. Since the zoning does not permit parking facilities, the spaces cannot be counted toward the total parking for the Hillside Sedona Shopping Center, and a permit for the improvement of the property cannot be issued.

BACKGROUND AND PROPERTY INFORMATION

Site Characteristics

- The properties are located northeast of the intersection of State Route 179 and Sombart Lane, behind Hillside, in Coconino County (See Attachment 1).
- The properties are accessed through the existing parking lot of Hillside.
- The properties slope down to the north where there is a City of Sedona Floodplain (Floodway, 100 year floodplain and 500 year floodplain).
    - The current parking area is not located in any floodplain and expansion of the parking area is not proposed at this time.
- The area where the current gravel lot is located has been previously graded. The rest of the site remains in its natural condition.
- The properties are not part of a recorded subdivision.
- The properties are functioning as a gravel overflow parking lot for Hillside but have never been approved for that purpose.
- Development plans from 1997 show the property approved for use as a temporary wastewater treatment facility
- Based on historic aerial photos, the area began to be used as a parking lot between 1997 and 2003.



Community Plan and Zoning Designations

The properties are designated Mixed Use in the Community Plan and zoned Single-Family Residential (RS-18). Surrounding zoning includes Parking, Commercial, and Residential – see image to the right.

There is no adopted Community Focus Area (CFA) plan for this area, but the properties are within the Proposed Uptown CFA, Ranger Road Area, which has been identified in the Community Plan as an area for which a CFA Plan could be adopted in the future (See Community Plan, pages 48-49). While most of the opportunities for this area are relevant for properties by the creek and along Ranger Road, the Community Plan states that properties throughout the CFA should be including strategies to address public parking and transit access improvements.

In addition to being within the Uptown CFA Area, these properties are designated Mixed Use (MU) in the Community Plan (see Community Plan page 41). This designation is intended to support developments with a variety of uses and can serve as transitional between more intense commercial uses and residential uses.

The proposed zoning is Commercial (CO). The purpose of the CO zone is:

> *…intended to accommodate general retail and other commercial and service uses, and incidental or accessory uses, where access requires good vehicular circulation. Land uses are characterized by frequent visits of customers and clients. The CO district is intended to provide attractive commercial development with adequate access to arterial streets and with efficient internal circulation and parking and that is compatible with surrounding residential areas. LDC Section 2.14A*

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A copy of the Citizen Participation Report is included in the application packet (Attachment 2)
- Project documents submitted by the applicant were placed on the Projects and Proposals page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing, and a notice was published in the Red Rock News on June 27, 2025.
- All notices contain contact information and a way to submit comments. Written comments received by Staff are included as Attachment 3.

REVIEW AGENCY COMMENTS AND CONCERNS

The application materials were routed to all internal and external reviewing agencies for comments. Comments were received from the following agencies:

- City of Sedona Community Development Department, Planning
- City of Sedona Public Works Department
- City of Sedona Community Development Department, Housing

DEVELOPMENT PROPOSAL

The applicant is applying for a Zone Change from RS-18 (Single-Family Residential) to CO (Commercial) to allow for development of the property as an employee parking lot for Hillside.

A detailed description of the proposal, including a site plan, is included in Attachment 2.

Phasing

The project is to be developed in a single phase.

Sedona Land Development Code (LDC)

LDC Article 2: Zoning Districts

- The proposal is in compliance with applicable standards for the zoning district. If the rezoning is approved, any future construction will be required to comply with CO requirements.

LDC 5.3: Grading and Drainage

- The City's Engineering Staff has reviewed the conceptual plans and will review the final plans for grading and drainage requirements.
- No floodplains impact the area for the parking lot.

LDC 5.4: Access, Connectivity, and Circulation

- Access will be from State Route 179 through the existing Hillside parking lot.
- A fire lane and the existing access road are to be maintained.
- A pedestrian path from the parking lot to Hillside will be installed.

LDC 5.5: Off-Street Parking and Loading

- Hillside currently has 145 legal parking spaces. The submitted plans show an additional 26 spaces on this property, for a total of 171 spaces.
  - The existing parking is sufficient for the existing uses at the center.
  - Any change of use that requires additional parking (such as a restaurant) will not be able to be approved unless additional parking is provided. Additional spaces in this lot would allow for change of uses in the center.
- The parking layout includes tandem parking. To ensure customers are not blocked in, the property owner has proposed this as an employee lot.
- Parking lot is designed to meet minimum parking lot dimensional requirements.
- Hillside does not currently have any bicycle parking spaces. The property owner will be adding 20 bicycle parking spaces.

LDC 5.6: Landscaping, Buffering, and Screening

- The parking lot will be landscaped in accordance with LDC Standards.
- Buffering to adjacent residential uses will be provided.

LDC 5.7: Site and Building Design

- Other than the parking lot, no new construction is proposed.

LDC 5.8: Outdoor Lighting

- An outdoor lighting plan has been submitted.
- The fixtures submitted meet LDC requirements for shielding.
- The bulbs currently have a Correlated Color Temperature (CCT) of 5,000K and will be replaced with 2,700K bulbs.
- The site does not exceed the maximum permissible lumens.

LDC 5.9: Public Art

- No public art is required for this project.

LDC Article 6: Signs

- As the parking lot is being designated for employees, signs will be required to indicate this restriction. Signs will be required to meet all LDC requirements.
- No other signs are proposed at this time.

REVIEW GUIDELINES, COMENTARY, AND ANALYSIS

The following is requested from the Planning and Zoning Commission at this time:

- **ZONE CHANGE (ZC):** Review of Proposal, Recommendation to City Council

In making a recommendation regarding a ZC, the Planning and Zoning Commission should determine whether the proposal is in the interest of the public and is consistent with the community's vision, and overall consistency with the Sedona Community Plan.

DISCUSSION (ZONE CHANGE)

Community Plan Compliance

Zone change applications are evaluated for general consistency with city-wide policies of the Community Plan. Zone changes are not expected to implement every policy but should show consistency with the direction of the Community Plan. The following is Staff's evaluation of how the application does (or does not) address these policies.

Guiding Principles

Guiding Principles were included in the 2023 Community Plan and are intended to set the standard for our community interactions with each other, our surroundings, and with those who are guests of our community.

One of the guiding principles is to support regional economic diversity, local businesses and responsible tourism (Community Plan, page 21). This outcome statement is intended to reflect the following future condition:

> *We participate in a regional economy and we support our local businesses that practice respect for the environment and enhance our community's quality of life.*

This zone change is being proposed to allow for a greater diversity of businesses in an existing shopping center and supports local business and economic development. While Hillside has existed for over 30 years, they are currently experiencing problems with filling their tenant spaces and are experiencing a high vacancy rate. While there are businesses interested in renting space at Hillside, the lack of parking has prevented the City from being able to approve higher parking generating uses, such as restaurants, for the existing spaces.

Economy & Tourism (page 95-102)

Chapter 8 of the Community Plan is the Economy and Tourism Chapter. Policies from this chapter that relate to this application include the following:

- Policy 8.6: Support programs that assist local businesses, entrepreneurs, telecommuters, and home based workers.
  - *The Community Plan encourages support of programs and policies that support local businesses. Allowing for additional parking will support Hillside as a whole as well as the individual businesses within the center.*
- Policy 8.10: Strive to find a balance between community quality of life and a healthy tourism economy, engaging both concerned residents and business owners in future decision making.
  - *The additional parking will enable Hillside to have a broader business diversity within the shopping center.*
  - *Maintaining and improving the existing access easement for the neighboring residences as well as ensuring the additional parking is employee-only will be better not only for the*

business but for the neighboring residences with reduced traffic and/or congestion in the parking lot.

Overall Consistency with the Sedona Community Plan
Staff has also evaluated this proposal for overall consistency with the Sedona Community Plan. The following goals and policies are addressed by the application.

Land Use (Chapter 4)

- The property is designated as Mixed-Use on the Future Land Use Map
  - This designation is intended to serve as a transition between more intense commercial uses and residential.
  - *The parking lot is a low-impact transitional use that improves existing commercial operations and does not introduce new commercial uses closer to the neighborhood.*
- Policy 4.8 (page 50): Promote efficient use of space and minimize asphalt coverage.
  - *The site has been previously graded and is not in its natural state. While the previously graded area will be paved, the rest of the site will be left in its natural/existing condition.*

Circulation (Chapter 5)

- Policy 6.18 (page 75): Develop an integrated area plan that addresses parking in the Uptown Community Fous Area (CFA). Though there is not a specific plan in place at this time, there is potential for one in the future.
  - *The properties are located within the Uptown CFA, which has identified the need to address resident, employee, and tourist parking. The new parking area will be designated for employee use.*

Environment and Sustainability (Chapter 7)

- Policy 7.2 (page 81): Encourage development projects to preserve natural areas.
  - *The properties have been previously graded and have been used as an informal parking lot. Allowing this use to continue legally makes use of a previously disturbed area and minimizes the impact on natural areas.*
- Policy 7.6 (page 83): Protect the water quality of the Oak Creek Watershed
  - *The properties have been previously graded and have been used as an informal parking lot. Allowing this use to continue legally allows the City to review and issue a permit for the parking lot development and ensure all needed stormwater pollution prevention measures are taken to ensure runoff from the site does not degrade Oak Creek.*

Adopted Plans
Staff evaluated the zone change relative to other adopted plans, including the GO! Sedona Pathways Plan, the Transportation Master Plan, and the Climate Action Plan. The proposal was found to be in compliance with these plans as summarized below. The proposal does not contradict any adopted plan.

GO! Sedona Pathways Plan
The goals for the GO! Sedona Pathways Plan is to connect community destinations with safe and convenient routes so residents can walk or ride from home to shopping centers and commercial areas. The improvements provide clear and efficient paths for vehicles and non-motorized users, supporting safer and more convenient travel for employees and residents.

Transportation Master Plan (TMP)
This project designates an off-street parking facility for employee use, reducing pressure on public parking areas, supporting broader goals for balanced and accessible parking solutions in Uptown.

Climate Action Plan (CAP)
This project uses a previously disturbed area for employee parking, supporting the existing businesses and making better and more efficient use of an existing shopping center, in line with the CAP's goals to reduce the impacts of new development.

APPROVAL CRITERIA APPLICABLE TO ALL APPLICATIONS

In addition, all development applications are reviewed under LDC Article 8 (Administration and Procedures). LDC Section 8.3 contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. LDC Section 8.3.E(5) contains the approval criteria applicable to all development, subdivision, and rezoning applications.

A. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

Staff Evaluation: *The project has been reviewed for compliance with all applicable criteria. Therefore, staff believes this criterion is met.*

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

Staff Evaluation: *There are no previous approvals that the current proposal would need to be consistent with, the application is in compliance with this criterion.*

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with and conform to the Sedona Community Plan, Community Focus Area plans, and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

Staff Evaluation: *As outlined in the evaluation of the zone change, this proposal is consistent with and conforms to the Sedona Community Plan, the GO! Sedona Pathways Plan, the Transportation Master Plan, and the Climate Action Plan. The proposal does not contradict any of the policies within the Community Plan or other adopted plan. Therefore, staff believes this criterion is met.*

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

Staff Evaluation: *The CO district allows for a parking facility as a permitted use. The parking lot was found to be in compliance with LDC requirements. No separate Development Review application is required for the proposed improvements; City Staff will review the final plans and ensure all applicable code sections are met. Therefore, staff believes this criterion is met.*

E. Minimizes Impacts on Adjoining Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

Staff Evaluation: *The applicant completed a Citizen Participation Plan, letters to surrounding properties were sent on March 26, 2025, and no responses were received. This report was provided by the applicant on page 3 of the Letter of Intent. (Attachment 2).*

The application has been posted on the City's website since submittal and Staff completed all required public noticing, including a published notice in the Red Rock News, mailings to property owners within 300 feet of the subject parcels, and posted signs on the property.

Four written comments were received by Staff:

- *Two comments object to the proposed zone change, expressing concern about rezoning residential land to allow for increased parking.*
  - *Staff Response: The parcels have been used as an informal parking lot since at least 2003. The proposal would formalize the parking area, allowing the spaces to be counted if a future use at Hillside requires additional parking. While no housing is planned at this stage, the property owner has agreed to a deed restriction to ensure that any future housing would be restricted from becoming a short-term rental.*

- *Two comments cite concerns regarding noise, traffic, vehicle congestion, and aesthetics. This commenter also stated they did not receive notice, allegedly due to an incorrect mailing address.*
  - *Staff Response: The lot has been used as an informal parking lot. No changes in impact to the surrounding properties are anticipated due to the formalization of this lot. All existing easements for access to neighboring properties will remain in place.*

    The notice was sent to the property owner addresses on file with Coconino County. LDC Sections 8.3.F(4)(b) states:
    - *As provided in A.R.S. §9-462.04(A)(7), or any successor statute, the failure of any person or entity to receive notice as set forth in the statute or this subsection shall not constitute grounds for any court to invalidate the actions of the City.*

Despite not receiving written notice, this neighbor saw the posting on the property and submitted written comments, which are included in Attachment 3. In addition, the project will be considered by City Council, which will require new notice and provide additional opportunity for public comment.

Staff concludes that all required noticing procedures were followed and that the proposed zone change will not have an adverse impact on adjoining properties. Therefore, staff believes this criterion is met.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

Staff Evaluation: *There are no intergovernmental agreements that impact this project. This criterion does not apply to this request.*

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

Staff Evaluation: *The site has been previously disturbed and is not in its natural state. The design and landscaping for the parking lot will incorporate native vegetation and appropriate stormwater management facilities and will not disturb areas of the site currently in their natural condition. Therefore, staff believes this criterion is met.*

H. Minimizes Adverse Fiscal Impacts

The proposed development shall not result in significant adverse fiscal impacts on the City.

Staff Evaluation: *The applicant has paid all applicable fees associated with this application and will pay all fees associated with permits required for the proposed work. No adverse fiscal impacts to the City are anticipated because of this application. Therefore, staff believes this criterion is met.*

I. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

Staff Evaluation: *All applicable agencies have reviewed the proposal. The City's Wastewater Department has noted that there is existing wastewater infrastructure on the site which does not appear to have the correct easements. The property owner has committed to working with the City to ensure all needed wastewater easements for the existing infrastructure are dedicated to the City. No new wastewater facilities are needed due to this application.*

Apart from the wastewater easement for existing infrastructure, the proposal is consistent with the requirements of each agency. As applicable, a final review will be conducted during the permit review process. Therefore, staff believes this criterion is met.

J. Provides Adequate Road Systems

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

Staff Evaluation: *The proposal would use existing road systems. No new uses are being introduced that would increase traffic. This application is intended to address parking issues in the area. All existing access easements will remain in place and construction of this parking lot will ensure vehicles do not park in access easements and adequate emergency access to the residential neighborhood is maintained. Therefore, staff believes this criterion is met.*

K. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *All applicable agencies have reviewed the proposal and have determined that adequate public services exist for the proposed use. The parking lot will not impact the need for potable water, sewer, schools, public safety, fire, or libraries. Therefore, staff believes this criterion is met.*

L. Rational Phasing Plan

If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date and shall not depend upon subsequent phases for those improvements.

Staff Evaluation: *The project is to be developed in a single phase. Therefore, staff believes this criterion is met.*

Land Development Code Findings: Rezoning (Zoning Map Amendment)

LDC Section 8.6.A contains the procedures and rules for rezoning applications. This section does not have any additional approval criteria.

It is Staff's opinion that this request for a ZC meets the required findings. The proposed zoning district is consistent with the Community Plan, the proposed use is consistent with the purpose of the CO zoning district, and no nuisances because of this proposed use are anticipated.

Staff Recommendation

Staff is recommending approval of the proposed Zone Change is based on the following:

1. The proposal addresses one of the Community Plan's Guiding Principles, is in compliance with applicable goals and policies, implements Community Plan Circulation Actions, and supports local businesses.
2. The proposal is consistent with the Transportation Master Plan, GO! Sedona Pathways Plan, and Climate Action Plan.

3. The proposal complies with the Community Plan Future Land Use Map.
4. The proposal does not directly contradict any goal or policy in the Community Plan or other adopted plan.
5. The proposal, as conditioned, complies with all applicable review criteria as outlined in the Staff Report.

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

Staff Recommendation

Based on compliance with ordinance requirements as conditioned, general consistency with the Land Development Code and the requirements for approval of a zone change, consistency with and conformity to the Sedona Community Plan and the compatibility with surrounding land uses and character of the surrounding area, Staff recommends approval of the proposed zoning request as set forth in case number PZ25-00003 (ZC), subject to applicable ordinance requirements and the attached conditions of approval listed at the end of this staff report.

Sample Motions for Commission Use

(Please note that the below motions are offered as samples only and that the Commission may make other motions as appropriate.)

Recommended Motion for Approval

I move to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ25-00003 (ZC), rezoning APN 401-19-012 & 401-19-013A from RS-18 (Single-Family Residential) to CO (Commercial), based on consistency and conformance with the Community Plan, compliance with all ordinance requirements of LDC Section 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the Planning and Zoning Commission, and subject to all applicable ordinance requirements and the recommended conditions of approval.

Alternative Motion for Denial

I move to recommend denial of case number PZ25-00003 (ZC) based on the following findings: (Please specify findings)

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

As recommended by Staff, July 15, 2025

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The zoning for the subject property shall be considered vested when the properties have been combined, the Deed Restriction and wastewater easement is recorded, and construction of the parking lot is complete. If the applicant does not meet this condition within two (2) years of approval, the City may initiate proceedings to revoke approval of the zoning change, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g.2 and applicable State statutes.
3. The project shall be constructed in a single phase.
4. Prior to the issuance of permits for the parking lot, the applicant shall complete the following:
   i) The property owner shall submit for a lot combination to combine all properties within the development. The lot combination shall be approved, recorded with Coconino County, and a new parcel number assigned.
   ii) The property owner shall grant and record an easement for the existing wastewater infrastructure. The easement shall be reviewed and approved by City Staff prior to recordation.
   iii) The property owner shall record a deed restriction on the property restricting the rentals of any future housing unit to a minimum of 30 days. City Staff shall approve the language of the deed restriction prior to recording.
5. Hours of work shall comply with City Code (Chapter 8.25.050) requirements for construction. No grading work shall occur on Sunday.
6. The applicant shall obtain Right-of-Way Permits from the City of Sedona and/or the Arizona Department of Transportation for any work in the Right-of-Way.
7. Prior to the issuance of permits, staff shall verify that all plans submitted for permits are in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and meet the following conditions, and the applicant shall provide written documentation of such compliance to staff:
   i) Applicant shall follow the City of Sedona Land Development Code in its entirety.
   ii) The property owner shall install bike parking at a minimum of 1 bike space per 10 vehicle spaces.
   iii) Property owner shall install a pedestrian path from the parking lot to the Hillside Sedona Shopping Center
   iv) Provide Final Grading and Drainage Plans.
   v) The Site Plan shall meet the grading and drainage requirements of the Sedona Land Development Code and the Design Review, Engineering, and Administrative Manual.
   vi) Provide Final Drainage Report.

vii) Show the existing sewer line and manhole at the south property line. Ensure the proposed shotcrete will not interfere with this.

viii) Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)

ix) Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.

x) Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.

xi) For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (Manual 3.1.H.6.i).

xii) For Projects involving grading of more than 5,000 cubic yards, an assurance bond is required per Manual Section 3.1.G.1.

xiii) Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)

xiv) The plans shall delineate oil separators for all paved surfaces prior to its release into the City's storm sewer system. Manufacturer or engineer's specifications and a maintenance schedule shall be provided.

xv) The applicant shall submit landscaping plans that comply with all applicable City codes.

xvi) The applicant shall submit outdoor lighting plans that comply with all applicable City codes and the approved lighting plan. Parking lot lighting poles shall not exceed 12 feet in height.

xvii) All requirements of the Sedona Fire District shall be satisfied.

xviii) All concrete within the City ROW shall be colored "Sedona Red" (Davis 160 color).

xix) Signs shall require a separate permit and shall be reviewed for compliance with all applicable LDC requirements.

8. Prior to the issuance of a Certificate of Completion and/or final inspections on the parking lot, staff shall verify that all construction is in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission, and meets the following conditions:

i) All on-site improvements shall substantially conform to the plans on which permits were issued.

ii) Installation of all proposed landscaping shall be complete and in accordance with the approved landscape plan. (LDC Section 5.6)

iii) All outside lighting shall have been installed in accordance with the approved plans. All lighting sources shall be fully shielded so that the direct illumination is confined to the subject property boundaries and so no light is directed above the horizontal plane. Staff shall conduct a night inspection and if deemed necessary, additional shielding will be required. (LDC Section 5.8) iv)

iv) All new utility lines shall be provided through underground installation.

v) All mechanical equipment and trash receptacles shall be completely screened from surrounding areas by use of a wall, fence, landscaping or shall be enclosed within a building. All electrical panels shall be located so as not to be visible from public rights-of-way.

vi) All requirements of the Sedona Fire District shall be satisfied.

vii) The applicant shall provide copies of all required testing to the Engineering Department.

viii) As-built plans shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.

ix) Property lies in a floodplain. An Elevation Certificate from an Arizona Registered Land Surveyor is required for each building.

x) All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.

xi) The applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.

xii) All construction shall comply with the Storm Water Regulations in Chapter 14 of the City of Sedona City Code. Storm water quantities and velocities shall not be greater than the historic values at the downstream property line.

9. Within thirty days of approval of the zone change, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Zoning Change approval.

Attachment 1:

Aerial View & Vicinity Map



Aerial View

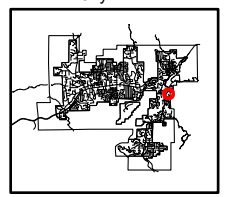
Parcel
401-19-012 & 13A
Hillside Parking
Rezone

Parcel Boundary
Street Centerline
401-19-012 & 13A Parcels

N

0 15 30 Feet

City Index



GIS - City of Sedona
3/10/2025
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This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty or fitness is implied.

The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or rising from the information contained on this map.

Vicinity Map

Parcel
401-19-012 & 13A
Hillside Parking
Rezone

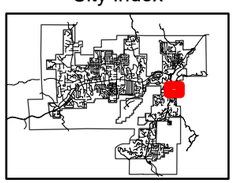
PROCHNOW RD
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HIGHLAND RD
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RS-18
FOREST VIEW DR
RS-10
CO
STATE ROUTE 179
P
401-19-012
401-19-013A
ROYAL GLEN LN
RM-1
P
CO
PD
RS-18
COPPER CLIFFS DR
CO
CO
ARROYO SIENNA DR
SOMBART LN
SOMBART LN
L

Zoning Boundary
Building Footprint
Parcel Boundary
Trail
Street Centerline
401-19-012 & 13A Parcels

N

0 50 100 Feet

City Index



GIS - City of Sedona
3/10/2025
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Attachment 2:

Application Materials

Click on each attachment to be taken to document

The project page may be reviewed at the following link:

https://www.sedonaaz.gov/your-government/departments-and-programs/community-development/projects-and-proposals/hillside-parking-rezone

2a. Application, Letter of Intent, Citizen Participation Report, Deed Restriction (Draft)

2c. ALTA Survey, Legal Description, Parking Use Restriction (Draft)

2d. Site Plan, Outdoor Lighting

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects

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

Application for (check all that apply):

❑ Conceptual Review ❑ Comprehensive Review ❑ Appeal ❑ Time Extension

❑ Community Plan Amendment ❑ Development Review ❑ Subdivision ❑ Minor Modification
■ Zone Change ❑ Conditional Use Permit ❑ Variance

Project Information	Project Name	Hillside Shopping Center - Gravel Lot ZC		
	Project Address	671 AZ-179	Parcel No. (APN)	401-19-012 & 401-19-013A
	Primary Contact	Tom Hanrahan	Primary Phone	(949)701-5194
	Email	thanrahan@mca-realty.com	Alt. Phone	
	Address	1750 E Deere Ave, 2nd Floor	City/State/ZIP	Santa Ana, CA, 92705
Office Use Only	*Application No*		*Date Received*	
	Received by		*Fee Paid*	

Project Description	Application for a zone change for the parcels located at 86 Royal Glen Lane, Sedona, Arizona (APN 401-19-012 & 401-19-013A), from RS-18 (Single Family Residential) to CO (Commercial). Currently, the unmarked gravel lot is being used as an overflow parking lot; however, per the City of Sedona's determination, this use is not legally conforming under the RS-18 zoning classification. We are seeking a zone change to rectify this and bring the property into compliance.

Additional Contact Information: Please complete the following for all companies/people *authorized* to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	MCA Realty, Inc.	Contact Name	Tyler Mattox
	Project Role	Partner	Primary Phone	
	Email	tmattox@mca-realty.com	Alt. Phone	
	Address		City/State/ZIP	
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	

Hillside Sedona Shopping Center
671 AZ-179
Sedona, AZ, 86336
(949) 701-5194
thanrahan@mca-realty.com
2/25/2025

City of Sedona
Community Development Department
102 Roadrunner Drive
Sedona, AZ 86336

Subject: Letter of Intent for Zone Change Application (APN 401-19-012 & 401-19-013A)

To Whom It May Concern:

I am submitting this Letter of Intent to support the application for a zone change for the parcels located at 86 Royal Glen Lane, Sedona, Arizona (APN 401-19-012 & 401-19-013A), from RS-18 (Single Family Residential) to CO (Commercial). Currently, the unmarked gravel lot is being used as an overflow parking lot; however, per the City of Sedona's determination, this use is not legally conforming under the RS-18 zoning classification. We are seeking a zone change to rectify this and bring the property into compliance.

Background and Purpose of Zone Change
The subject parcels were historically associated with the adjacent Hillside Shops (APN 401-19-011A & 401-19-017A). The last approved development plan for the adjacent property (Phase III, 1997, Case No. DEV1997-02) designated the parcels for a temporary wastewater treatment facility, not for parking purposes. Although these parcels have been used as an overflow parking lot, this use was not legally established. The requested zone change will allow for the continued use of these parcels as parking, **specifically 26 additional parking stalls**, aligning them with the adjacent commercial development and supporting local businesses.

Justification and Community Benefits
Converting the zoning from RS-18 to CO will meet community needs in the following ways:

1. **Support for Local Commerce (LDC Section 2.14.A; Community Plan Goal #8):** The Community Plan advocates for supporting regional economic diversity and local businesses. The parcels will provide additional parking to support the adjacent Hillside Sedona Shopping Center and the commercial businesses within the center, enhancing customer access and convenience.
2. **Strengthening Community Livability and Connections (Community Plan Vision Statement; Policy 7.4):** One of the principles of the Community Plan is to enhance community livability and connections. Providing additional parking supports local businesses, facilitates community engagement, therefore fostering a more vibrant community.
3. **Improved Traffic Flow and Safety (LDC Section 5.5.E(2)):** By providing designated parking, the zone change will reduce street parking and congestion, contributing to safer traffic conditions along AZ-179 and Royal Glen Lane.

4. **Consistency with Surrounding Land Use (LDC Section 2.24.D):** The proposed CO zoning aligns with the existing commercial use of the adjacent property, creating a cohesive commercial corridor that benefits local economic growth.
5. **Utilization of Previously Disturbed Land (Community Plan Policy 7.2):** The parcels in question have been previously disturbed due to their historical use for a temporary wastewater treatment facility and subsequent informal parking. Redeveloping these areas for formal parking aligns with the city's objective to prioritize development on previously disturbed lands, thereby preserving undisturbed natural areas.
6. **Housing Goals:** To further support community housing goals, we want to clearly state that we have no intention of allowing short-term rentals on the parcels. We would be pleased to comply with a condition preventing short-term rental occupancy in the future and have included a draft deed restriction to this LOI (Exhibit B).
7. **GO! Sedona Pathways Plan:** The proposed parking lot is consistent with the goals of the GO! Sedona Pathways Plan in that it improves multimodal access and circulation for the existing commercial center. While the lot itself is designed for vehicle parking, it enhances pedestrian connectivity by formalizing access points to the Hillside Sedona Shopping Center and minimizing vehicular conflicts through designated drive aisles. The plan area is already developed, and the parking lot will not interfere with any existing or proposed pathway alignments. The proposed improvements maintain existing access from SR-179 and preserve the fire lane that doubles as a pedestrian-friendly zone.
8. **Transportation Master Plan:** The proposed formalization of the gravel parking lot aligns with the Transportation Master Plan objectives by reducing informal roadside parking along Royal Glen Lane and SR-179, thereby improving sightlines and traffic flow. By consolidating parking in a designated area, the project reduces pedestrian/vehicle conflict zones and creates a more predictable traffic pattern supporting commercial operations. No additional traffic generation is anticipated since the lot is accessory to existing uses.
9. **Climate Action Plan:** While not a vertical development, the proposed project aligns with the Climate Action Plan through low-impact site design. We will use permeable paving or low-reflectance asphalt to reduce the heat island effect and incorporate LED lighting for energy efficiency. Additionally, by maximizing use of previously disturbed land adjacent to existing infrastructure, the proposal supports compact, infill development — a key principle of the Plan.
10. **Site Information:** The site is located on 2 parcels that will be combined (401-19-012 & 401-19-013A). The parcels account for approximately 1.6 acres and the improvements consist of 0.23 acres. The proposed parking lot maintains the existing 20’ access easement along the existing access road. Access to the site from SR179 will be maintained. The improvements will consist of asphalt pavement, curb, and parking striping.
11. **Setbacks:** The south side of the lot is considered the front side of the lot. A 10’ front setback and 20’ rear setback are required. There are no side setbacks since there is no adjacent roadway. These setbacks are shown on the Site Plan.
12. **Grading and Drainage:** We acknowledge that an approved grading permit will be required for the existing gravel parking lot, and we will apply for and obtain the necessary grading permit as part of this process. Floodplains do not impact the project but are shown on the Site Plan.
13. **Access, Connectivity, and Circulation:** The parking lot will maintain access from SR179. Parking spaces are 9’x18’with 24’ access aisles. The existing fire lane/access road will be maintained. A minimum of 10% of the parking area will be landscaped.
14. **Employee Parking Designation and Tandem Stalls:** To achieve the proposed 26 parking stalls on the limited site area, we will designate the lot as employee-only parking, which allows for the use of tandem

(double-parked) spaces not typically suitable for customer use. This solution is feasible because the two restaurants at the center—The Hudson and Javelina's Cantina—have overlapping ownership and operate collaboratively. As the primary employers at the center, these two restaurants will be allocated use of the employee parking lot, ensuring efficient stall utilization without disrupting customer parking availability elsewhere on site.

15. **Off- Street Parking and Loading -** We understand that due to differing zoning and Community Plan designations, the parcels cannot be legally combined. As such, we have prepared a draft off-site parking agreement (Exhibit C) in compliance with **LDC Section 5.5.E(2)(c)** to formally authorize use of the subject parcels as parking in support of the adjacent Hillside Sedona Shopping Center.
16. **Exterior Lighting –** The exterior lighting is to be protected in place and assumed to meet all Sedona requirements (Dark Sky, etc). Should certain elements of the lighting not meet updated requirements, they will be replaced during construction.
17. **Citizen Participation Report –** Notice was sent to all neighbors within 300 feet of the proposed zone change per the list provided by the City on March 26th, 2025. To date, we have not received any response. Notice is attached (Exhibit D).
18. **Future Development Concerns –** All access roads and the proposed parking lot meet Sedona Fire Access requirements. While no vertical development is proposed at this time, we acknowledge that any future development on the subject parcels will be subject to the applicable fire access, utility, and infrastructure standards. We have submitted our application to the Sedona Fire District for comment.

Mitigation of Impacts
We acknowledge the importance of mitigating potential impacts associated with the zone change. To address this, we propose the following:

- **Environmental Considerations:** Implementing sustainable drainage solutions and utilizing permeable asphalt materials to reduce runoff, in line with the Community Plan's emphasis on environmental stewardship.
- **Community Engagement:** Coordination with City Staff and local residents to address any additional concerns raised during the public participation process, ensuring transparency and community involvement.

Conclusion
The proposed zone change from RS-18 to CO for these parcels represents a beneficial and logical adjustment that aligns with community needs and the City's long-term planning objectives. By formalizing the use of previously disturbed land for parking, we not only resolve existing nonconformity issues but also contribute positively to the local economy and community infrastructure.

We appreciate your time and consideration of this application. Please feel free to contact me at 949-701-5194 or thanrahan@mca-realty.com should you require any additional information.

Sincerely,

Tom Hanrahan
Director of Asset Management
MCA Realty, Inc.

Nick Sivek
Commercial Leasing and Management
928.274.8628
nick@mmpropsaz.com

McMahon & Miller Commercial Real Estate
671 SR179, Ste. E-5, Sedona, AZ 86336
www.mmpropsaz.com

Dear Neighbor,

On behalf of MCA Hillside, LLC, I am writing to inform you of a zone change application recently submitted to the City of Sedona that we believe will benefit the surrounding community as well as accomplish our goals. The application seeks to formally designate two parcels—currently used as an overflow parking lot for Hillside Plaza—as commercial zoning to ensure their continued and compliant use for parking.

These parcels, located at 86 Royal Glen Lane, Sedona, Arizona (APN 401-19-012 & 401-19-013A – as depicted on the attached map), are presently zoned RS-18 (Single Family Residential), and we are requesting a change to CO (Commercial) to align with their long-standing function.

How This Benefits the Neighborhood:

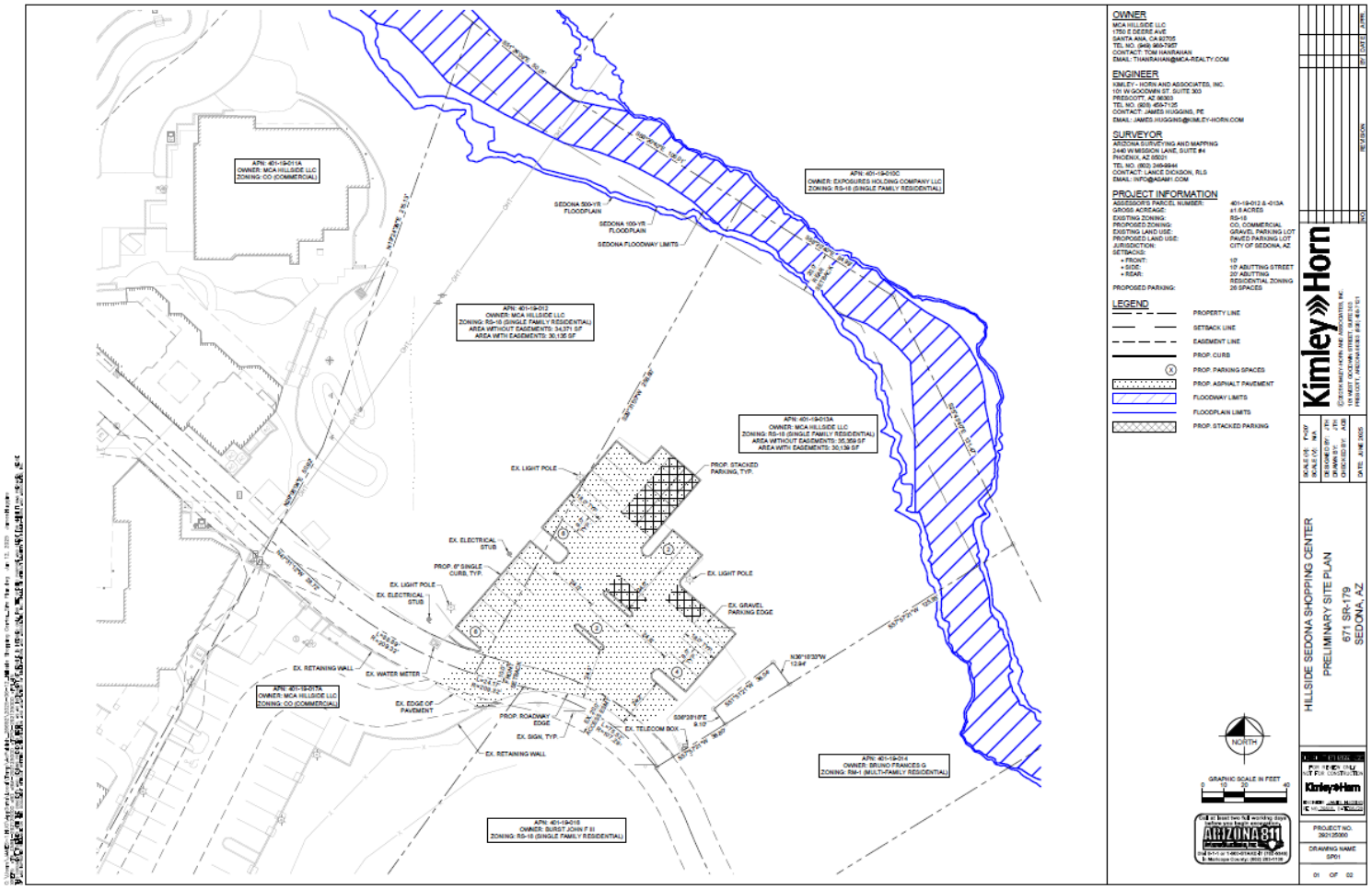
- Reduced Dust & Improved Aesthetics: With this zoning update, we are committed to maintaining the lot and improving drainage, reducing dust and runoff while maintaining the natural beauty of the area.
- Better Access & Safety: Formalizing the parking lot will improve access for residents and visitors. The addition of parking will alleviate street congestion.
- Support for Local Businesses: Hillside Plaza is home to locally owned businesses that rely on adequate parking to thrive.
- No Additional Development on Natural Land: This proposal does not involve new construction or expansion into undisturbed areas, preserving the existing landscape while making better use of already disturbed land.

We highly value community feedback and want to ensure this process is transparent and beneficial to all. If you have any questions, concerns, or input, please feel free to reach out to Nick Sivek, our local contact and Leasing Agent for MCA Hillside, LLC. We would appreciate receiving any feedback on this application by April 7, 2025.

Thank you,

Nick Sivek
McMahon & Miller Commercial Real Estate
928.274.8628
nick@mmpropsaz.com

Exhibit A – Site Plan



RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

MCA Hillside, LLC, c/o MCA Realty, Inc.

1301 Dove Street, Suite 650

Newport Beach, CA 92660

Space Above this Line Reserved for Use by Recorder

DECLARATION OF DEED RESTRICTION

Prohibition of Short-Term Rentals

THIS DECLARATION OF DEED RESTRICTION ("Declaration") is made this 16th day of June, 2025, by **MCA HILLSIDE, LLC**, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the fee owner of certain real property located in the City of Sedona, County of Coconino, State of Arizona, commonly known as:

APN 401-19-012 and APN 401-19-013A (collectively, the "Property").

B. Declarant intends to improve the Property as a **parking lot** to serve the adjacent Hillside Sedona Shopping Center Parcels, APN 401-19-011A and APN 401-19-017A (collectively "Hillside Sedona Shopping Center Parcels").

C. Declarant desires to record this restriction to ensure that **short-term rentals** shall be permanently prohibited on the Property, in furtherance of community housing goals and in connection with the pending **zone change application** for the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, intending to be legally bound, does hereby agree as follows:

DECLARATION

1. **Prohibition of Short-Term Rentals**. The Property shall not be used for **short-term rental purposes**. For purposes of this Declaration, "Short-Term Rental" shall mean the rental or occupancy of the Property, or any portion thereof, for lodging or residential purposes for a term of **less than thirty-one (31) consecutive days**. Except for a special event use lasting no longer than one consecutive week, (i.e. an art or gem show or food truck use) no structure, trailer, recreational vehicle, or other facility located on the Property shall be offered or used for Short-Term Rental purposes.

2. **Covenants Running with the Land.** All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each future owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

3. **Enforcement.** This restriction may be enforced by the **City of Sedona**, by Declarant, and by any successor owner of the adjacent Hillside Sedona Shopping Center Parcels, through legal or equitable action, including but not limited to injunctive relief.

4. **Recording.** Declarant shall record this Declaration in the Official Records of Coconino County, Arizona, so that it shall provide constructive notice to all future owners, transferees, and encumbrancers of the Property.

5. **Amendment or Termination.** This Declaration may not be terminated, modified, or amended except by a written instrument executed by the then-current owner(s) of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

MCA HILLSIDE, LLC, a Delaware limited liability company

By: MCA Realty, Inc., a California corporation
Its: Manager

Signed:_____
By: Tyler Mattox
Its: President

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

MCA Hillside, LLC, c/o MCA Realty, Inc.

1301 Dove Street, Suite 650

Newport Beach, CA 92660

Space Above this Line Reserved for Use by Recorder

DECLARATION OF DEED RESTRICTION

Prohibition of Short-Term Rentals

THIS DECLARATION OF DEED RESTRICTION ("Declaration") is made this 16th day of June, 2025, by **MCA HILLSIDE, LLC**, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the fee owner of certain real property located in the City of Sedona, County of Coconino, State of Arizona, commonly known as:

APN 401-19-012 and APN 401-19-013A (collectively, the "Property").

B. Declarant intends to improve the Property as a **parking lot** to serve the adjacent Hillside Sedona Shopping Center Parcels, APN 401-19-011A and APN 401-19-017A (collectively "Hillside Sedona Shopping Center Parcels").

C. Declarant desires to record this restriction to ensure that **short-term rentals** shall be permanently prohibited on the Property, in furtherance of community housing goals and in connection with the pending **zone change application** for the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, intending to be legally bound, does hereby agree as follows:

---

6. **Prohibition of Short-Term Rentals**. The Property shall not be used for **short-term rental purposes**. For purposes of this Declaration, "Short-Term Rental" shall mean the rental or occupancy of the Property, or any portion thereof, for lodging or residential purposes for a term of **less than thirty-one (31) consecutive days**. Except for a special event use lasting no longer than one consecutive week, (i.e. an art or gem show or food truck use) no structure, trailer, recreational vehicle, or other facility located on the Property shall be offered or used for Short-Term Rental purposes.

7. **Covenants Running with the Land.** All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each future owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

8. **Enforcement.** This restriction may be enforced by the **City of Sedona**, by Declarant, and by any successor owner of the adjacent Hillside Sedona Shopping Center Parcels, through legal or equitable action, including but not limited to injunctive relief.

9. **Recording.** Declarant shall record this Declaration in the Official Records of Coconino County, Arizona, so that it shall provide constructive notice to all future owners, transferees, and encumbrancers of the Property.

10. **Amendment or Termination.** This Declaration may not be terminated, modified, or amended except by a written instrument executed by the then-current owner(s) of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

MCA HILLSIDE, LLC, a Delaware limited liability company

By: MCA Realty, Inc., a California corporation
Its: Manager

Signed:_____
By: Tyler Mattox
Its: President

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

LEGAL DESCRIPTION:

EXHIBIT A COMMITMENT FOR TITLE INSURANCE
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, AS MARKED BY A BLM BRASS CAPPED PIPE AND FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 18, AS MARKED BY A BLM BRASS CAPPED PIPE, LIES SOUTH 01° 39'00" EAST (BASIS OF BEARINGS PER BLM PLAT), A DISTANCE OF 2,604.00 FEET;

THENCE SOUTH 01° 39' 00" EAST, A DISTANCE OF 1,302.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 01° 43' 03" EAST, A DISTANCE OF 28.21 FEET TO A PREVIOUSLY FOUND AXLE;

THENCE NORTH 89° 18' 57" WEST, A DISTANCE OF 34.60 FEET TO THE POSITION OF THE "OLD ERRONEOUS" SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AS DETERMINED FROM LOCAL SURVEY MONUMENTS AND RECORDED DATA;

THENCE NORTH 89° 18' 57" WEST, A DISTANCE OF 482.25 FEET TO A ¾" PIPE WITH NO IDENTIFICATION FOUND AT THE NORTHEAST CORNER OF THE "ALEXANDER TRACT" AS DESCRIBED IN DOCKET 655, PAGE 27, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE NORTH 89° 18' 57" WEST (NORTH 87° 38' 32" WEST PER DOCKET 655, PAGE 27), A DISTANCE OF 379.82 FEET (380.61 FEET PER DOCKET 655, PAGE 27), ALONG THE NORTH LINE OF SAID "ALEXANDER TRACT" TO A SET ½" REBAR WITH PLASTIC CAP STAMPED LS 14184 (REFERENCED AS "SET MONUMENT" HEREAFTER) SET ON THE EASTERLY RIGHT-OF-WAY LINE OF ARIZONA HIGHWAY 179;

THENCE NORTH 04° 33' 30" EAST, A DISTANCE OF 0.77 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A "SET MONUMENT" AT A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 539.96 FEET AND A CENTRAL ANGLE OF 38° 30' 11", AN ARC DISTANCE OF 362.85 FEET TO A "SET MONUMENT" AT A POINT OF TANGENCY;

THENCE NORTH 43° 03' 41" EAST, A DISTANCE OF 74.48 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF ARIZONA HIGHWAY 179 IN AN EASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.54 FEET, CHORD BEARING OF SOUTH 68° 19' 24" EAST AND CENTRAL ANGLE OF 41° 38' 55", AN ARC DISTANCE OF 73.08 FEET;

THENCE SOUTH 47° 29' 57" EAST, A DISTANCE OF 197.88 FEET TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 209.32 FEET, CHORD BEARING OF SOUTH 62° 58' 41" EAST AND CENTRAL ANGLE OF 30° 56' 52", AN ARC DISTANCE OF 113.06 FEET TO A PREVIOUSLY "SET MONUMENT" AT THE NORTH CORNER OF THE "ASOKA TRACT" AS DESCRIBED IN DOCKET 1764, PAGE 307, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID "ASOKA TRACT" BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 107.29 FEET, CHORD BEARING OF SOUTH 58° 45' 15" EAST AND CENTRAL ANGLE OF 40° 19' 55", AN ARC DISTANCE OF 75.52 FEET TO A ½" REBAR WITH BRASS TAG STAMPED LS 2473 FOUND AT THE MOST WESTERLY CORNER OF THE "GEPHART TRACT" AS DESCRIBED IN DOCKET 1331, PAGE 663, RECORDS OF COCONINO COUNTY, ARIZONA;

LEGAL DESCRIPTION:

THENCE NORTH 57° 57' 21" EAST (NORTH 58° 15' 24" EAST PER DOCKET 1331, PAGE 663), A DISTANCE OF 200.83 FEET (201.57 FEET PER DOCKET 1331, PAGE 663), ALONG THE NORTHWEST BOUNDARY OF SAID "GEPHART TRACT" TO A "SET MONUMENT" ON THE SOUTHWESTERLY BOUNDARY OF THE "ALL SEASONS TRACT" AS DESCRIBED IN DOCKET 1655, PAGE 605, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE NORTH 25° 43' 40" WEST (NORTH 25° 34' WEST PER DOCKET 1655, PAGE 605), A DISTANCE OF 131.47 FEET, ALONG SAID SOUTHWESTERLY BOUNDARY TO A "SET MONUMENT";

THENCE NORTH 58° 20' 40" WEST (NORTH 58° 11' WEST PER DOCKET 1655, PAGE 605), A DISTANCE OF 190.00 FEET, ALONG SAID SOUTHWESTERLY BOUNDARY TO A "SET MONUMENT";

THENCE NORTH 51° 23' 58" WEST (NORTH 52° 25' WEST PER DOCKET 1655, PAGE 605), A DISTANCE OF 176.28 FEET, ALONG SAID SOUTHWESTERLY BOUNDARY OF THE "ALL SEASONS TRACT" TO A "SET MONUMENT" ON SAID EASTERLY RIGHT-OF-WAY LINE OF ARIZONA HIGHWAY 179;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,004.93 FEET, CHORD BEARING OF SOUTH 39° 36' 53" WEST AND CENTRAL ANGLE OF 05° 22' 11", AN ARC DISTANCE OF 94.18 FEET TO A "SET MONUMENT";

THENCE NORTH 47° 42' 02" WEST, A DISTANCE OF 17.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A "SET MONUMENT";

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 987.93 FEET, CHORD BEARING OF SOUTH 42° 40' 50" WEST AND CENTRAL ANGLE OF 00° 45' 43", AN ARC DISTANCE OF 13.14 FEET;

THENCE SOUTH 43° 03' 41" WEST, A DISTANCE OF 157.03 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARIZONA HIGHWAY 179 TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 3613468, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18 AS MARKED BY A BLM BRASS CAPPED PIPE AND FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 18, AS MARKED BY A BLM BRASS CAPPED PIPE, LIES SOUTH 01° 39' 00" EAST (BASIS OF BEARINGS PER BLM PLAT), A DISTANCE OF 2,604.00 FEET;

THENCE SOUTH 01° 39' 00" EAST, A DISTANCE OF 1,302.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, FROM WHICH THE POSITION OF A PREVIOUSLY FOUND AXLE BEARS SOUTH 01° 43' 03" EAST, A DISTANCE OF 28.21 FEET;

THENCE FROM SAID SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, SOUTH 50° 31' 52" WEST, A DISTANCE OF 43.72 FEET (SOUTH 50° 23' 24" WEST, 41.58 FEET PER LEGAL DESCRIPTION OF "PARCEL NO. 1 OF THE BRUNO TRACT" RECORDED IN INSTRUMENT NO. 3452886, RECORDS OF COCONINO COUNTY, ARIZONA), TO THE POSITION OF THE "OLD ERRONEOUS" SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, AS DETERMINED FROM LOCAL SURVEY MONUMENTS AND RECORDED DATA;

THENCE NORTH 00° 09' 40" WEST, A DISTANCE OF 60.00 FEET (NORTH, 60.00 FEET PER INSTRUMENT NO. 3452886);

LEGAL DESCRIPTION:

THENCE NORTH 36° 27' 40" WEST, A DISTANCE OF 135.49 FEET (NORTH 36° 18' WEST, 135.00 FEET PER INSTRUMENT NO. 3452886) TO THE SOUTHEAST CORNER OF SAID "PARCEL NO. 1 OF THE BRUNO TRACT";

THENCE NORTH 36° 27' 40" WEST, A DISTANCE OF 14.51 FEET (NORTH 36° 18' WEST, 15.00 FEET PER INSTRUMENT NO. 3452886) TO AN ANGLE POINT IN THE EASTERLY BOUNDARY OF SAID "PARCEL NO. 1 OF THE BRUNO TRACT";

THENCE NORTH 25° 43' 40" WEST, A DISTANCE OF 75.43 FEET (NORTH 25° 34' WEST, 75.00 FEET PER INSTRUMENT NO. 3452886), TO A ½" REBAR WITH PLASTIC CAP STAMPED LS 14184 PREVIOUSLY SET AT THE NORTHEAST CORNER OF SAID "PARCEL NO. 1 OF THE BRUNO TRACT";

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID "PARCEL NO. 1 OF THE BRUNO TRACT", SOUTH 57° 57' 22" WEST (SOUTH 58° 15' 24" WEST PER INSTRUMENT NO. 3452886), A DISTANCE OF 125.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY OF "PARCEL NO. 1 OF THE BRUNO TRACT", SOUTH 57° 57' 22" WEST (SOUTH 58° 15' 24" WEST PER INSTRUMENT NO. 3452886), A DISTANCE OF 36.10 FEET, TO A POINT FROM WHICH A ½" REBAR WITH BRASS TAG STAMPED LS 2473, PREVIOUSLY FOUND AT THE NORTHWEST CORNER OF SAID "PARCEL NO. 1 OF THE BRUNO TRACT" LIES SOUTH 57° 57' 22" WEST, A DISTANCE OF 38.76 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY OF "PARCEL NO. 1 OF THE BRUNO TRACT", NORTH 36° 28' 18" WEST, A DISTANCE OF 9.10 FEET;

THENCE NORTH 51° 51' 21" EAST, A DISTANCE OF 36.05 FEET;

THENCE SOUTH 36° 18' 33" EAST, A DISTANCE OF 12.94 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18 AS MARKED BY A BLM BRASS CAPPED PIPE AND FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 18, AS MARKED BY A BLM BRASS CAPPED PIPE, LIES SOUTH 01° 39' 00" EAST (BASIS OF BEARINGS PER BLM PLAT), A DISTANCE OF 2,604.00 FEET;

THENCE SOUTH 01° 39' 00" EAST, A DISTANCE OF 1,302.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 01° 43' 03" EAST, A DISTANCE OF 28.21 FEET TO A PREVIOUSLY FOUND AXLE;

THENCE NORTH 89° 18' 57" WEST, A DISTANCE OF 34.60 FEET TO THE POSITION OF THE "OLD ERRONEOUS" SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AS DETERMINED FROM LOCAL SURVEY MONUMENTS AND RECORDED DATA;

THENCE NORTH 89° 18' 57" WEST, A DISTANCE OF 482.25 FEET TO A ¾ INCH PIPE WITH NO IDENTIFICATION FOUND AT THE NORTHEAST CORNER OF THE "ALEXANDER TRACT" AS DESCRIBED IN DOCKET 655, PAGE 27, RECORDS OF COCONINO COUNTY, ARIZONA, SAID PIPE BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89° 18' 57" WEST (NORTH 87° 38' 32" WEST PER DOCKET 655, PAGE 27), A DISTANCE OF 379.82 FEET (380.61 FEET PER DOCKET 655, PAGE 27), ALONG THE NORTH LINE OF SAID "ALEXANDER TRACT" TO A ½ INCH REBAR WITH PLASTIC CAP STAMPED LS 14184 (REFERENCED AS "SET MONUMENT" HEREAFTER) SET ON THE EASTERLY RIGHT-OFWAY LINE OF ARIZONA HIGHWAY 179;

THENCE NORTH 04° 33' 30" EAST, A DISTANCE OF 0.77 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A "SET MONUMENT" AT A POINT OF CURVATURE;

LEGAL DESCRIPTION:

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 539.96 FEET AND A CENTRAL ANGLE OF 38° 30' 11", AN ARC DISTANCE OF 362.85 FEET TO A "SET MONUMENT" AT A POINT OF TANGENCY;

THENCE NORTH 43° 03' 41" EAST, A DISTANCE OF 74.48 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF ARIZONA HIGHWAY 179 IN AN EASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.54 FEET, CHORD BEARING OF SOUTH 68° 19' 24" EAST AND CENTRAL ANGLE OF 41° 38' 55", AN ARC DISTANCE OF 73.08 FEET;

THENCE SOUTH 47° 29' 57" EAST, A DISTANCE OF 197.88 FEET TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 209.32 FEET, CHORD BEARING OF SOUTH 62° 58' 41" EAST AND A CENTRAL ANGLE OF 30° 56' 52", AN ARC DISTANCE OF 113.06 FEET TO A PREVIOUSLY "SET MONUMENT" AT THE NORTH CORNER OF THE "ASOKA TRACT" AS DESCRIBED IN DOCKET 1764, PAGE 307, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTH 35° 57' 25" WEST (SOUTH 36° 18' 54" WEST PER DOCKET 1764, PAGE 307), A DISTANCE OF 215.75 FEET (205.56 FEET PER DOCKET 1764, PAGE 307) TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

AN EASEMENT FOR ROADWAY AND UTILITIES, AS CREATED BY INSTRUMENTS RECORDED IN DOCKET 184, PAGES 175 THROUGH 183, AND IN DOCKET 184, PAGE 528, RECORDS OF COCONINO COUNTY, ARIZONA, OVER THE FOLLOWING PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER, BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID EASEMENT BEING STRIP OF LAND 200 FEET IN WIDTH, 10 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THAT LIES NORTH 89° 00' 00" WEST, A DISTANCE OF 204.00 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 40° 03' 00" WEST, A DISTANCE OF 36.00 FEET TO A POINT OF CURVATURE;

THENCE 98.42 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 302.10 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 106.27 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 107.29 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 113.07 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 209.32 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 11' 00" WEST, A DISTANCE OF 264.03 FEET, MORE OR LESS, TO THE EASTERLY 33 FOOT RIGHT-OF-WAY LINE OF THE SEDONA-BIG PARK STATE HIGHWAY, AS CREATED BY INSTRUMENT RECORDED IN BOOK 11 OF PROMISCUOUS RECORDS, PAGE 278, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL NOS. 1 AND 2 DESCRIBED HEREINABOVE.

AREAS:

PARCEL 1 – ±115,322 SQUARE FEET OR ±2.65 ACRES
PARCEL 2 – ±124,790 SQUARE FEET OR ±2.86 ACRES
TOTALS – ±240,112 SQUARE FEET OR ±5.51 ACRES

RECORD OWNER:

APN#401-19-017A
SUSANI, LLC
PROPERTY ADDRESS
671 STATE ROUTE 179
SEDONA, AZ 86336

APN#401-19-011A
HOLUA LLC
PROPERTY ADDRESS
671 STATE ROUTE 179
SEDONA, AZ 86336

APN#401-19-012A
HOLUA LLC
PROPERTY ADDRESS
62 ROYAL GLEN LN
SEDONA, AZ 86336

APN#401-19-013A
HOLUA LLC
PROPERTY ADDRESS
86 ROYAL GLEN LN
SEDONA, AZ 86336

FLOODZONE:

CURRENT FLOOD ZONE IS "ZONE X" (AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WIDTH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD); PER FIRM MAP NO. 04005C7657G, DATED SEPTEMBER 3, 2010

BASIS OF BEARING:

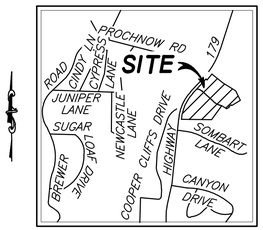
S01°39'00"E ALONG THE MONUMENT LINE OF THE EAST LINE OF SECTION 18 AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 2 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

PARKING:

PARKING SPACES – 135
HANDICAP SPACES – 9
TOTAL SPACES – 144

ACCESS

PARCELS HAVE DIRECT ACCESS TO SR-179 A PUBLIC ROAD



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM A COMMITMENT FOR TITLE INSURANCE ISSUED BY PIONEER TITLE AGENCY, INC AN ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NUMBER 90301878-903-K05, DATED JUNE 29, 2022 AT 7:30 A.M.

2. THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

3. THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED SPECIFICALLY FOR THE USE OF THE PARTIES NAMED IN THE CERTIFICATION AND THEIR REPRESENTATIVES. USE OF THIS SURVEY IS NOT PERMITTED UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY ARIZONA SURVEYING AND MAPPING. THIS SURVEY IS NOT TO BE USED FOR DESIGN PURPOSES. ARIZONA SURVEYING AND MAPPING SHALL HAVE NO LIABILITY FOR ANY UNAUTHORIZED USE OF THIS INFORMATION WITHOUT THEIR PRIOR WRITTEN CONSENT.

4. THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.

5. OWNERSHIP INFORMATION SHOWN HEREON WAS OBTAINED FROM THE COCONINO COUNTY ASSESSOR'S WEBSITE AND MAY BE INACCURATE OR OUT-OF-DATE.

6. RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 9, DESIGNATED PARKING SPACES, PARKING AREAS OR STRUCTURES ARE SHOWN AT THE TIME OF SURVEY.

7. RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 16, THE SURVEYOR DID NOT NOTICE EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS DURING THIS SURVEY.

8. RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 17, THE SURVEYOR HAS NO KNOWLEDGE OF RIGHT OF WAY CHANGES.

9. DURING THE PROCESS OF THIS SURVEY THE SURVEYOR DID NOT OBSERVE ANY MARKERS, EVIDENCE OR WAS PROVIDED ANY INFORMATION THAT THIS SITE WAS USED AS A CEMETERY OR BURIAL GROUND.

10. RELATIVE TO OPTIONAL TABLE "A" NO. 2, ADDRESS OF SURVEYED PROPERTY ARE SHOWN

11. RELATIVE TO OPTIONAL TABLE "A" NO. 7. THERE ARE EXISTING BUILDINGS ON THIS SURVEY.

12. RELATIVE TO OPTIONAL TABLE "A" NO. 14 FROM THE SOUTHWEST CORNER OF SUBJECT PARCEL THE DISTANCE OF ±950 FEET TO THE NEAREST INTERSECTING STREET WHICH IS CANYON ROAD TO THE SOUTH AND SR-179

13. ALL PARCELS SURROUNDING SUBJECT PARCELS ARE CONTIGUOUS TO EACH OTHER AND THERE ARE NO APPARENT GAPS OR GORES.

14. ALL VISIBLE ENCROACHMENTS OBSERVED AT THE TIME OF FIELD WORK ARE SHOWN ON THE SURVEY.

15. RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 19. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR AS A PART OF THE SURVEY OTHER THAN PARCEL NO. 3 AS SHOWN.

CERTIFICATION:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2021, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a)(b)(c), 8, 9, 10, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

FIELD COMPLETED AUGUST 2ND

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
ARIZONA, U.S.A.

LANCE C. DICKSON RLS #46643 DATE

REVISIONS

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

Arizona Surveying and Mapping
Absolute Confidence Since 1988
2440 W. Mission Lane, Suite #4
PHOENIX, ARIZONA 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

FIELDWORK BY :	LCD
DRAWN BY :	LCD
CHECKED BY :	LCD
JOB #	P22-269
DATE :	08/03/22

SHEET NO.
1
1 OF 4

ALTA/NSPS LAND TITLE SURVEY

**A PORTION OF THE NORTHEAST QUARTER OF SECTION 18,
TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
COCONINO COUNTY, ARIZONA.**

SCHEDULE "B" ITEMS:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET.
(NOT RESPONSIBILITY OF SURVEYOR)

2. A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
(NOT RESPONSIBILITY OF SURVEYOR)

3. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
(NOT RESPONSIBILITY OF SURVEYOR)

4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
(NOT RESPONSIBILITY OF SURVEYOR)

5. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
(NOT RESPONSIBILITY OF SURVEYOR)

6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
(NOT RESPONSIBILITY OF SURVEYOR)

7. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS.
(NOT RESPONSIBILITY OF SURVEYOR)

8. TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE FOLLOWING
YEAR: 2022
(NOT RESPONSIBILITY OF SURVEYOR)

9. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THERETO, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

   THIS EXCEPTION IS NOT LIMITED BY REASON OF THE DISCLOSURE OF ANY MATTER RELATING TO WATER RIGHTS AS MAY BE SET FORTH ELSEWHERE IN SCHEDULE B.
(NOT RESPONSIBILITY OF SURVEYOR)

10. OBLIGATIONS IMPOSED UPON SAID LAND BY ITS INCLUSION WITHIN ANY DISTRICT FORMED PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES, EXCLUDING HOWEVER MUNICIPAL OR COUNTY IMPROVEMENT DISTRICTS.
(NOT RESPONSIBILITY OF SURVEYOR)

11. RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
(NOT RESPONSIBILITY OF SURVEYOR)

SCHEDULE "B" ITEMS:

12. RESERVATIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA:

    RECORDED IN BOOK : 9 OF DEEDS
    PAGE : 319
    READING AS FOLLOWS:

    SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS, AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, AND THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA.
    (BLANKET)

13. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN BOOK : 7 OF PROMISCUOUS RECORDS
    PAGE : 146
    PURPOSE : ELECTRIC POWER TRANSMISSION LINES
    (BLANKET)

14. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN BOOK : 11 OF PROMISCUOUS RECORDS
    PAGE : 378
    PURPOSE : PUBLIC HIGHWAY
    (SHOWN)

15. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
    RECORDED IN BOOK : 9 OF OFFICIAL RECORDS
    PAGE : 463
    PURPOSE : WELL, PIPELINES, PUMPS, OR OTHER DIVERSION WORKS TO TAKE WATER
    (AFFECTS PARCEL NO. 2)
    (UNABLE TO READ COPY)

16. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
    RECORDED IN BOOK : 35 OF OFFICIAL RECORDS
    PAGE : 44
    PURPOSE : DOMESTIC WATER DISTRIBUTION SYSTEM
    (BLANKET)

17. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
    RECORDED IN BOOK : 47 OF OFFICIAL RECORDS
    PAGE : 525
    PURPOSE : TELEPHONE AND TELEGRAPH LINES AND POLES
    (BLANKET)

18. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
    RECORDED IN DOCKET : 119
    PAGE : 590
    PURPOSE : ACCESS ROAD
    (AFFECTS PARCEL NO. 1)
    (DOES NOT AFFECT)

SCHEDULE "B" ITEMS:

19. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS OR PARTY WALLS, OMITTING, IF ANY, FROM THE ABOVE, ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT:

    RECORDED IN DOCKET : 184
    PAGE : 175
    (SHOWN)

20. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCKET : 184
    PAGE : 175
    PURPOSE : ROADWAY AND UTILITIES
    (SHOWN)

21. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCKET : 184
    PAGE : 178
    PURPOSE : ROADWAY AND UTILITIES
    (SHOWN)

22. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCKET : 1334
    PAGE : 679
    PURPOSE : ELECTRIC LINES AND APPURTENANT FACILITIES
    (SHOWN)

23. EASEMENTS AND OTHER MATTERS WHICH MAY BE DISCLOSED BY COMBINATION REQUEST FORM:

    RECORDED IN DOCKET : 1338
    PAGE : 20
    (AFFECTS PARCEL NO. 2)
    (BLANKET)

24. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCKET : 2033
    PAGE : 40
    PURPOSE : WATER PIPELINE SYSTEM
    (SHOWN)

25. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCKET : 2057
    PAGE : 43
    PURPOSE : INGRESS AND EGRESS
    (AFFECTS PARCEL NO. 2)
    (SHOWN)

26. THE FOLLOWING MATTERS DISCLOSED BY FOLLOWING INSTRUMENT RECORDED IN:

    DOCKET : 2057
    PAGE : 49
    INSTRUMENT : QUIT CLAIM DEED
    MATTER : ENCROACHMENT OF NEIGHBORING FENCE
    (AFFECTS PARCEL NO. 2)
    (SHOWN SURVEYOR ASSUMES AREA EAST OF CHAIN LINK FENCE, HOWEVER OWNERSHIP HAS CHANGED)

27. AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:

    PURPOSE : EASEMENT AGREEMENT FOR INGRESS AND EGRESS
    PARTIES : SUSANJ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY/RICK J. MORRIS, SINGLE MAN,
    AND
    PAMELA A. HARRISON, A SINGLE WOMAN
    RECORDED : NOVEMBER 19, 1999
    DOCUMENT NO. : 3030295
    (AFFECTS PARCEL NO. 2)
    (SHOWN)

SCHEDULE "B" ITEMS:

28. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCUMENT NO. : 3133011
    PURPOSE : INGRESS, EGRESS AND PARKING
    (BLANKET)

29. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCUMENT NO. : 3133012
    PURPOSE : INGRESS, EGRESS AND PARKING
    (SHOWN)

30. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCUMENT NO. : 3444170
    AND RIGHT OF WAY CONTRACT:
    RECORDED IN DOCUMENT NO. : 3444171
    PURPOSE : SIDEWALK AND APPURTENANT FACILITIES
    (AFFECTS PARCEL NO. 2)
    (SHOWN)

    EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

31. RECORDED IN DOCUMENT NO. : 3444172
    AND RIGHT OF WAY CONTRACT:
    RECORDED IN DOCUMENT NO. : 3444173
    PURPOSE : SIDEWALK AND APPURTENANT FACILITIES
    (AFFECTS PARCEL NO. 1)
    (SHOWN)

32. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

    RECORDED IN DOCUMENT NO. : 3451505
    PURPOSE : SIDEWALK AND APPURTENANT FACILITIES
    (AFFECTS PARCEL NO. 1)
    (SHOWN)

33. LEASEHOLD, UNDER THE TERMS AND CONDITIONS OF AN UNRECORDED LEASE MADE BY,

    LESSOR : HOLUA, LLC
    DATED : AUGUST 15, 2018
    AS DISCLOSED BY : SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT
    RECORDED : AUGUST 16, 2021
    DOCUMENT NO. : 3925285
    (AFFECTS PARCEL NO. 1)
    (BLANKET)

34. LEASEHOLD, UNDER THE TERMS AND CONDITIONS OF AN UNRECORDED LEASE MADE BY,

    LESSOR : HOLUA, LLC
    LESSEE : BUENOS AIRES EATS, LLC DBA DELLEPIANE
    DATED : NOVEMBER 04, 2016
    AS DISCLOSED BY : SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT
    RECORDED : AUGUST 16, 2021
    DOCUMENT NO. : 3925286
    (AFFECTS PARCEL NO. 1)
    (BLANKET)

SCHEDULE "B" ITEMS:

35. LEASEHOLD, UNDER THE TERMS AND CONDITIONS OF AN UNRECORDED LEASE MADE BY,

    LESSOR : HOLUA, LLC
    LESSEE : HALE AINA MEKIKO, LLC DBA JAVELINA CANTINA
    DATED : APRIL 28, 1998
    AS DISCLOSED BY : SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT
    RECORDED : AUGUST 16, 2021
    DOCUMENT NO. : 3925287
    (AFFECTS PARCEL NO. 1)
    (BLANKET)

36. LEASEHOLD, UNDER THE TERMS AND CONDITIONS OF AN UNRECORDED LEASE MADE BY,

    LESSOR : HOLUA, LLC
    LESSEE : MATT HELM (DBA HELM ADVISORS)
    DATED : NOVEMBER 05, 2020
    AS DISCLOSED BY : SUBORDINATION, NON–DISTURBANCE AND ATTORNMENT AGREEMENT
    RECORDED : AUGUST 16, 2021
    DOCUMENT NO. : 3925288
    (AFFECTS PARCEL NO. 1)
    (BLANKET)

37. ANY ACTION BY THE COUNTY ASSESSOR AND/OR TREASURER, ALTERING THE CURRENT OR PRIOR TAX ASSESSMENT, SUBSEQUENT TO THE DATE OF THE POLICY OF TITLE INSURANCE.
(NOT RESPONSIBILITY OF SURVEYOR)

38. LOCATION OF IMPROVEMENTS, EASEMENTS, DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE.

    NOTE: THIS EXCEPTION WILL BE AMENDED OR DELETED UPON THE SUBMISSION OF THE CORRESPONDING DOCUMENTS REQUIRED IN SCHEDULE B, PART I.
(NOT RESPONSIBILITY OF SURVEYOR)

39. RIGHTS OF LESSEES UNDER UNRECORDED LEASES.

    NOTE: THIS EXCEPTION WILL BE AMENDED OR DELETED UPON THE SUBMISSION OF THE CORRESPONDING DOCUMENTS REQUIRED IN SCHEDULE B, PART I.
(NOT RESPONSIBILITY OF SURVEYOR)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
ARIZONA, U.S.A.

LEGEND:

- BOUNDARY LINE
- MONUMENT LINE
- EASEMENT LINE
- ADJOINING PROPERTY
- BUILDING OVERHANG
- OHU — OVERHEAD UTILITY LINE
- X — FENCE AS NOTED
- BLOCK WALL
- SET 1/2" REBAR RLS #46643 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT. NOTHING FOUND AND NOTHING SET
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- W — WATER VAULT
- W — WATER METER
- WV — WATER VALVE
- BFP — BACKFLOW PREVENTOR
- WATER SERVICE OUTLET
- S — SEWER MANHOLE
- CO — SEWER CLEANOUT
- ELECTRIC STUB–UP
- E — ELECTRIC TRANSFORMER
- E — ELECTRIC METER
- E — ELECTRIC VAULT
- ELECTRIC JUNCTION BOX
- FLOOD LIGHT
- POWER POLE
- E — ELECTRIC PULL BOX
- GAS STUB–UP
- G — GAS METER
- DRYWELL DRAIN
- GRATE
- IRRIGATION CONTROL BOX
- C — COMMUNICATIONS JUNCTION BOX
- F — FIBER OPTIC JUNCTION BOX
- T — TELEPHONE JUNCTION BOX
- BOLLARD
- HANDICAP MARKER
- MAILBOX
- SCULPTURE
- MISCELLANEOUS SIGN
- AC — AIR CONDITIONER
- ROOF HEIGHT SIDE
- (M) MEASURED DATA
- (R) RECORDED DATA
- CCR COCONINO COUNTY RECORDS
- R/W RIGHT–OF–WAY
- APN ASSESSOR'S PARCEL NUMBER
- FDR FIRE DEPARTMENT RISER ROOM
- ECAB ELECTRIC CABINET
- VCG VERTICAL CURB AND GUTTER
- SC SINGLE CURB
- EC EXTRUDED CURB
- # — SCHEDULE B ITEM
- # — MONUMENT NOTE

REVISIONS

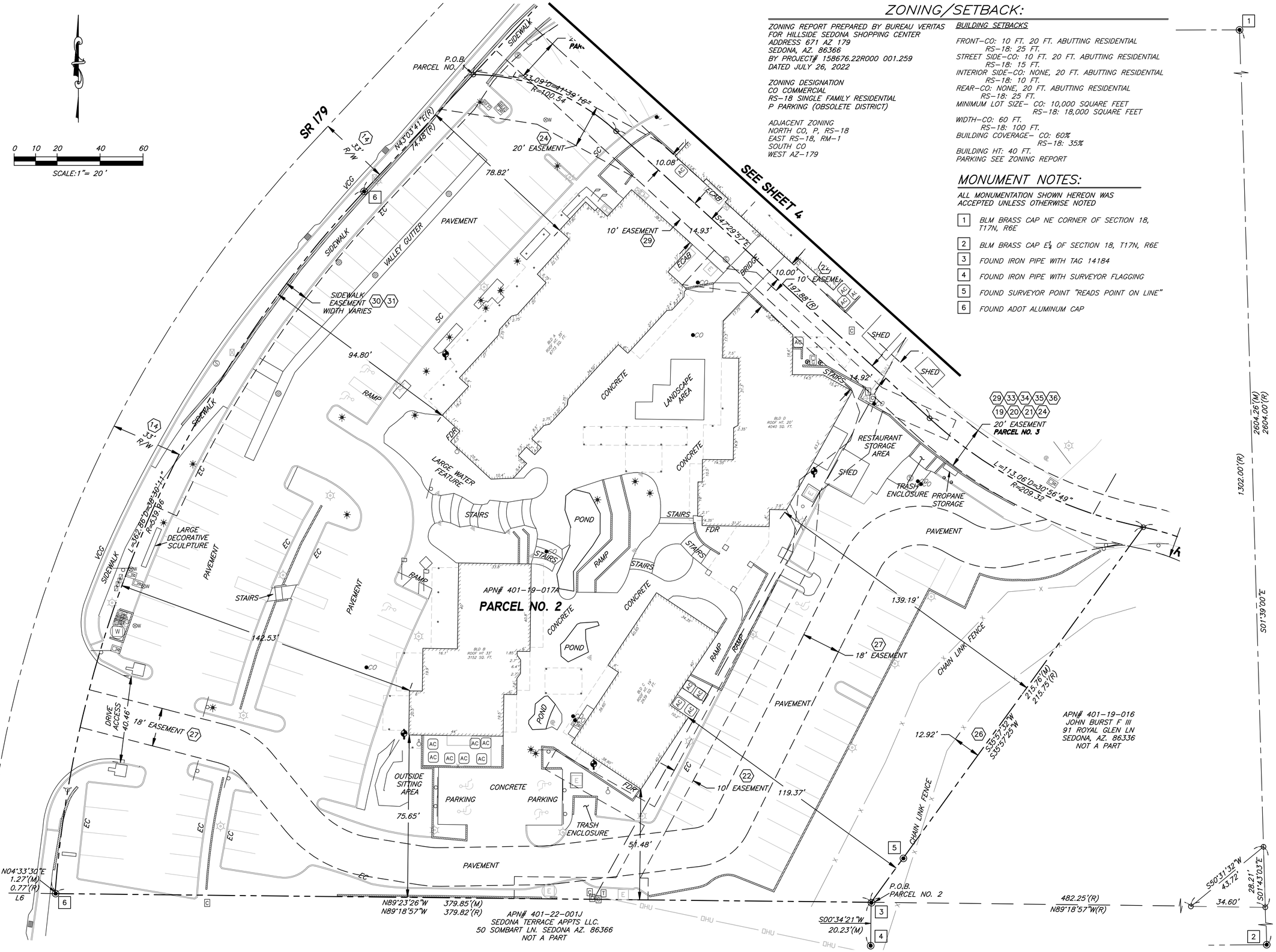
ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

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JOB #	P22–269
DATE :	08/03/22

SHEET NO.
2
2 OF 4



ZONING/SETBACK:

ZONING REPORT PREPARED BY BUREAU VERITAS
FOR HILLSIDE SEDONA SHOPPING CENTER
ADDRESS 671 AZ 179
SEDONA, AZ. 86366
BY PROJECT# 158676.22R000 001.259
DATED JULY 26, 2022

ZONING DESIGNATION
CO COMMERCIAL
RS-18 SINGLE FAMILY RESIDENTIAL
P PARKING (OBSOLETE DISTRICT)

ADJACENT ZONING
NORTH CO, P, RS-18
EAST RS-18, RM-1
SOUTH CO
WEST AZ-179

BUILDING SETBACKS

FRONT-CO: 10 FT. 20 FT. ABUTTING RESIDENTIAL
RS-18: 25 FT.
STREET SIDE-CO: 10 FT. 20 FT. ABUTTING RESIDENTIAL
RS-18: 15 FT.
INTERIOR SIDE-CO: NONE, 20 FT. ABUTTING RESIDENTIAL
RS-18: 10 FT.
REAR-CO: NONE, 20 FT. ABUTTING RESIDENTIAL
RS-18: 25 FT.
MINIMUM LOT SIZE- CO: 10,000 SQUARE FEET
RS-18: 18,000 SQUARE FEET
WIDTH-CO: 60 FT.
RS-18: 100 FT.
BUILDING COVERAGE- CO: 60%
RS-18: 35%
BUILDING HT: 40 FT.
PARKING SEE ZONING REPORT

MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

1. BLM BRASS CAP NE CORNER OF SECTION 18, T17N, R6E
2. BLM BRASS CAP E¼ OF SECTION 18, T17N, R6E
3. FOUND IRON PIPE WITH TAG 14184
4. FOUND IRON PIPE WITH SURVEYOR FLAGGING
5. FOUND SURVEYOR POINT "READS POINT ON LINE"
6. FOUND ADOT ALUMINUM CAP

REVISIONS

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

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SHEET NO.
3
3 OF 4

SR 179

50' R/W

SCUPPER

DRIVE ACCESS

SCUPPER

Δ=94.18'0"=5'22.12"
R=1004.93'
25.72'

SC

HEAVY VEGETATION AND WASH

N51°23'58"W 176.28'(R)

APN# 401-19-009
MARTIN & DIANE HERMAN
551 ST. ROUTE 179
SEDONA, AZ. 86336
NOT A PART

WATER FEATURE
PUMP EQUIPMENT

78.87'

APN# 401-19-011A

LARGE WATER FEATURE

PATIO

RETAINING WALL

CONCRETE DRIVE

SIDEWALK

SIDEWALK EASEMENT WIDTH VARIES

72.27'

VCG

S45°03'41"W 157.03'(R)

SIDEWALK

CONCRETE DRIVE

SC

FDR

RESTAURANT STORAGE AND WORK AREA

ROOF HT. 22'
4610 SQ. FT.

20' EASEMENT
PARCEL NO. 3

PAVEMENT

P.O.B. PARCEL NO. 1

L=13.09'0"=1°39'15"
R=400.54'

RAMP

STAIRS

FDR

STAIRS

23.08'

RAMP

POND

STAIRS

DECORATIVE WALKWAY

20' EASEMENT

SC

10.08'

UPPER LEVEL

LOWER LEVEL

BLD. E
ROOF HT. 31'
3605 SQ. FT.

UPPER LEVEL

ECAB

S47°29'57"E 14.93'

10' EASEMENT

ECAB

BRIDGE

10.00'

10' EASEMENT

197.88'(R)

SHED

SHED

10' EASEMENT

STAIRS

14.92'

SEE SHEET 3

PARCEL NO. 1

APN# 401-19-010C
MARTIN & DIANE HERMAN
551 ST. ROUTE 179
SEDONA, AZ. 86336
NOT A PART

N58°20'40"W 190.00'(R)

HEAVY VEGETATION AND WASH

APN# 401-19-012

HEAVY VEGETATION AND WASH

N25°43'40"W(R) 131.47'(R)

APN# 401-19-013A

ADDITIONAL UNMARKED GRAVEL PARKING

20' EASEMENT
PARCEL NO. 3

L=113.06'0=30°56'49"
R=209.32'

L=75.52'0=40°19'46"
R=107.28'

ROYAL GLENN LN

38.80'(M)
38.76'(R)

P.O.B.
PARCEL NO. 1
EXCEPTION

N57°57'21"E

125.90'(R)
125.93'(M)
200.83'(R)

EXCEPTION

L2

L3

L4

L5

APN# 401-19-013
FRANCES BRUNO
100 ROYAL GLEN LN
SEDONA, AZ. 86336
NOT A PART

APN# 401-19-014
FRANCES BRUNO
100 ROYAL GLEN LN
SEDONA, AZ. 86336
NOT A PART

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
ARIZONA, U.S.A.

0 10 20 40 60
SCALE:1"= 20'

REVISIONS

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SHEET NO.
4
4 OF 4

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY Pioneer Title Agency, Inc. as agent for: First American Title Insurance Company
Exhibit A	POLICY NUMBER 5011400-2209034

Order No.: **90301878-903-K05**

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A tract of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 18, as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18;

THENCE South 01° 43' 03" East, a distance of 28.21 feet to a previously found axle;

THENCE North 89° 18' 57" West, a distance of 34.60 feet to the position of the "Old Erroneous" Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18 as determined from local survey monuments and recorded data;

THENCE North 89° 18' 57" West, a distance of 482.25 feet to a ¾" pipe with no identification found at the Northeast corner of the "Alexander Tract" as described in Docket 655, Page 27, records of Coconino County, Arizona;

THENCE North 89° 18' 57" West (North 87° 38' 32" West per Docket 655, Page 27), a distance of 379.82 feet (380.61 feet per Docket 655, Page 27), along the North line of said "Alexander Tract" to a set ½" rebar with plastic cap stamped LS 14184 (referenced as "set monument" hereafter) set on the Easterly right-of-way line of Arizona Highway 179;

THENCE North 04° 33' 30" East, a distance of 0.77 feet along said Easterly right-of-way line to a "set monument" at a point of curvature;

THENCE Northeasterly along said Easterly right-of-way line being a tangent curve concave to the Southeast having a radius of 539.96 feet and a central angle of 38° 30' 11", an arc distance of 362.85 feet to a "set monument" at a point of tangency;

THENCE North 43° 03' 41" East, a distance of 74.48 feet, along said Easterly right-of-way line to the TRUE POINT OF BEGINNING;

THENCE departing said Easterly right-of-way line of Arizona Highway 179 in an Easterly direction along a curve concave to the South having a radius of 100.54 feet, chord bearing of South 68° 19' 24" East and central angle of 41° 38' 55", an arc distance of 73.08 feet;

THENCE South 47° 29' 57" East, a distance of 197.88 feet to the beginning of a curve;

Order No.: **90301878-903-K05**

THENCE Southeasterly along a curve concave to the Northeast having a radius of 209.32 feet, chord bearing of South 62° 58' 41" East and central angle of 30° 56' 52", an arc distance of 113.06 feet to a previously "set monument" at the North corner of the "Asoka Tract" as described in Docket 1764, Page 307, records of Coconino County, Arizona;

THENCE Southeasterly along the Northeasterly boundary of said "Asoka Tract" being a curve concave to the Southwest having a radius of 107.29 feet, chord bearing of South 58° 45' 15" East and central angle of 40° 19' 55", an arc distance of 75.52 feet to a ½" rebar with brass tag stamped LS 2473 found at the most Westerly corner of the "Gephart Tract" as described in Docket 1331, Page 663, records of Coconino County, Arizona;

THENCE North 57° 57' 21" East (North 58° 15' 24" East per Docket 1331, Page 663), a distance of 200.83 feet (201.57 feet per Docket 1331, Page 663), along the Northwest boundary of said "Gephart Tract" to a "set monument" on the Southwesterly boundary of the "All Seasons Tract" as described in Docket 1655, Page 605, records of Coconino County, Arizona;

THENCE North 25° 43' 40" West (North 25° 34' West per Docket 1655, Page 605), a distance of 131.47 feet, along said Southwesterly boundary to a "set monument";

THENCE North 58° 20' 40" West (North 58° 11' West per Docket 1655, Page 605), a distance of 190.00 feet, along said Southwesterly boundary to a "set monument";

THENCE North 51° 23' 58" West (North 52° 25' West per Docket 1655, Page 605), a distance of 176.28 feet, along said Southwesterly boundary of the "All Seasons Tract" to a "set monument" on said Easterly right-of-way line of Arizona Highway 179;

THENCE Southwesterly along said Easterly right-of-way line being a curve concave to the Northwest having a radius of 1,004.93 feet, chord bearing of South 39° 36' 53" West and central angle of 05° 22' 11", an arc distance of 94.18 feet to a "set monument";

THENCE North 47° 42' 02" West, a distance of 17.00 feet along said Easterly right-of-way line to a "set monument";

THENCE Southwesterly along said Easterly right-of-way line being a curve concave to the Northwest having a radius of 987.93 feet, chord bearing of South 42° 40' 50" West and central angle of 00° 45' 43", an arc distance of 13.14 feet;

THENCE South 43° 03' 41" West, a distance of 157.03 feet, along said Easterly right-of-way line of Arizona Highway 179 to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM that portion conveyed by Deed recorded in Instrument No. 3613468, records of Coconino County, Arizona, described as follows:

A parcel of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18 as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18, from which the position of a previously found axle bears South 01° 43' 03" East, a distance of 28.21 feet;

Order No.: **90301878-903-K05**

THENCE from said Southeast corner of the Northeast quarter of the Northeast quarter of Section 18, South 50° 31' 52" West, a distance of 43.72 feet (South 50° 23' 24" West, 41.58 feet per legal description of "Parcel No. 1 of the Bruno Tract" recorded in Instrument No. 3452886, records of Coconino County, Arizona), to the position of the "Old Erroneous" Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18, as determined from local survey monuments and recorded data;

THENCE North 00° 09' 40" West, a distance of 60.00 feet (North, 60.00 feet per Instrument No. 3452886);

THENCE North 36° 27' 40" West, a distance of 135.49 feet (North 36° 18' West, 135.00 feet per Instrument No. 3452886) to the Southeast corner of said "Parcel No. 1 of the Bruno Tract";

THENCE North 36° 27' 40" West, a distance of 14.51 feet (North 36° 18' West, 15.00 feet per Instrument No. 3452886) to an angle point in the Easterly boundary of said "Parcel No. 1 of the Bruno Tract";

THENCE North 25° 43' 40" West, a distance of 75.43 feet (North 25° 34' West, 75.00 feet per Instrument No. 3452886), to a ½" rebar with plastic cap stamped LS 14184 previously set at the Northeast corner of said "Parcel No. 1 of the Bruno Tract";

THENCE along the Northerly boundary of said "Parcel No. 1 of the Bruno Tract", South 57° 57' 22" West (South 58° 15' 24" West per Instrument No. 3452886), a distance of 125.93 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said Northerly boundary of "Parcel No. 1 of the Bruno Tract", South 57° 57' 22" West (South 58° 15' 24" West per Instrument No. 3452886), a distance of 36.10 feet, to a point from which a ½" rebar with brass tag stamped LS 2473, previously found at the Northwest corner of said "Parcel No. 1 of the Bruno Tract" lies South 57° 57' 22" West, a distance of 38.76 feet;

THENCE departing said Northerly boundary of "Parcel No. 1 of the Bruno Tract", North 36° 28' 18" West, a distance of 9.10 feet;

THENCE North 51° 51' 21" East, a distance of 36.05 feet;

THENCE South 36° 18' 33" East, a distance of 12.94 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A parcel of land situated in the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18 as marked by a BLM brass capped pipe and from which the East quarter corner of said Section 18, as marked by a BLM brass capped pipe, lies South 01° 39' 00" East (Basis of Bearings per BLM plat), a distance of 2,604.00 feet;

THENCE South 01° 39' 00" East, a distance of 1,302.00 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18;

TEHNCE South 01° 43' 03" East, a distance of 28.21 feet to a previously found axle;

Order No.: **90301878-903-K05**

THENCE North 89° 18' 57" West, a distance of 34.60 feet to the position of the "Old Erroneous" Southeast corner of the Northeast quarter of the Northeast quarter of said Section 18 as determined from local survey monuments and recorded data;

THENCE North 89° 18' 57" West, a distance of 482.25 feet to a ¾ inch pipe with no identification found at the Northeast corner of the "Alexander Tract" as described in Docket 655, Page 27, records of Coconino County, Arizona, said pipe being the TRUE POINT OF BEGINNING;

THENCE continuing North 89° 18' 57" West (North 87° 38' 32" West per Docket 655, Page 27), a distance of 379.82 feet (380.61 feet per Docket 655, Page 27), along the North line of said "Alexander Tract" to a ½ inch rebar with plastic cap stamped LS 14184 (referenced as "set monument" hereafter) set on the Easterly right-of-way line of Arizona Highway 179;

THENCE North 04° 33' 30" East, a distance of 0.77 feet, along said Easterly right-of-way line to a "set monument" at a point of curvature;

THENCE Northeasterly along said Easterly right-of-way line being a tangent curve concave to the Southeast, having a radius of 539.96 feet and a central angle of 38° 30' 11", an arc distance of 362.85 feet to a "set monument" at a point of tangency;

THENCE North 43° 03' 41" East, a distance of 74.48 feet along said Easterly right-of-way line;

THENCE departing said Easterly right-of-way line of Arizona Highway 179 in an Easterly direction along a curve concave to the South having a radius of 100.54 feet, chord bearing of South 68° 19' 24" East and central angle of 41° 38' 55", an arc distance of 73.08 feet;

THENCE South 47° 29' 57" East, a distance of 197.88 feet to the beginning of a curve;

TEHNCE Southeasterly along a curve concave to the Northeast having a radius of 209.32 feet, chord bearing of South 62° 58' 41" East and a central angle of 30° 56' 52", an arc distance of 113.06 feet to a previously "set monument" at the North corner of the "Asoka Tract" as described in Docket 1764, Page 307, records of Coconino County, Arizona;

THENCE South 35° 57' 25" West (South 36° 18' 54" West per Docket 1764, Page 307), a distance of 215.75 feet (205.56 feet per Docket 1764, Page 307) to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

An easement for roadway and utilities, as created by instruments recorded in Docket 184, Pages 175 through 183, and in Docket 184, Page 528, records of Coconino County, Arizona, over the following portion of the Northeast quarter of the Northeast quarter of Section 18, Township 17 North, Range 6 East of the Gila and Salt River, Base and Meridian, Coconino County, Arizona, said easement being strip of land 200 feet in width, 10 feet on each side of a centerline described as follow:

BEGINNING at a point on the South line of the Northeast quarter of the Northeast quarter of said Section 18, that lies North 89° 00' 00" West, a distance of 204.00 feet from the Southeast corner of said Northeast quarter of the Northeast quarter ;

THENCE North 40° 03' 00" West, a distance of 36.00 feet to a point of curvature;

Order No.: **90301878-903-K05**

THENCE 98.42 feet along a curve to the right with a radius of 302.10 feet to a point of reverse curvature;

THENCE 106.27 feet along a curve to the left with a radius of 107.29 feet to a point of reverse curvature;

THENCE 113.07 feet along a curve to the right with a radius of 209.32 feet to a point of tangency;

THENCE North 47° 11' 00" West, a distance of 264.03 feet, more or less, to the Easterly 33 foot right-of-way line of the Sedona-Big Park State Highway, as created by instrument recorded in Book 11 of Promiscuous Records, Page 278, records of Coconino County, Arizona;

EXCEPTING THEREFROM any portion lying within Parcel Nos. 1 and 2 described hereinabove.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

MCA Hillside, LLC, c/o MCA Realty, Inc.
1301 Dove Street, Suite 650
Newport Beach, CA 92660

Space Above this Line Reserved for Use by Recorder

DECLARATION OF DEED RESTRICTION

Prohibition of Short-Term Rentals

THIS DECLARATION OF DEED RESTRICTION ("Declaration") is made this 16th day of June, 2025, by **MCA HILLSIDE, LLC**, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the fee owner of certain real property located in the City of Sedona, County of Coconino, State of Arizona, commonly known as:

APN 401-19-012 and **APN 401-19-013A** (collectively, the "Property").

B. Declarant intends to improve the Property as a parking lot to serve the adjacent Hillside Sedona Shopping Center Parcels, APN 401-19-011A and APN 401-19-017A (collectively "Hillside Sedona Shopping Center Parcels").

C. Declarant desires to record this restriction to ensure that short-term rentals shall be permanently prohibited on the Property, in furtherance of community housing goals and in connection with the pending zone change application for the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, intending to be legally bound, does hereby agree as follows:

DECLARATION

1. Prohibition of Short-Term Rentals. The Property shall not be used for short-term rental purposes. For purposes of this Declaration, "Short-Term Rental" shall mean the rental or occupancy of the Property, or any portion thereof, for lodging or residential purposes for a term of less than thirty-one (31) consecutive days. Except for a special event use lasting no longer than

one consecutive week, (i.e. an art or gem show or food truck use) no structure, trailer, recreational vehicle, or other facility located on the Property shall be offered or used for Short-Term Rental purposes.

2. Covenants Running with the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each future owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

3. Enforcement. This restriction may be enforced by the City of Sedona, by Declarant, and by any successor owner of the adjacent Hillside Sedona Shopping Center Parcels, through legal or equitable action, including but not limited to injunctive relief.

4. Recording. Declarant shall record this Declaration in the Official Records of Coconino County, Arizona, so that it shall provide constructive notice to all future owners, transferees, and encumbrancers of the Property.

5. Amendment or Termination. This Declaration may not be terminated, modified, or amended except by a written instrument executed by the then-current owner(s) of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

MCA HILLSIDE, LLC, a Delaware limited liability company

By: MCA Realty, Inc., a California corporation
Its: Manager

Signed:_____
By: Tyler Mattox
Its: President

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

MCA Hillside, LLC, c/o MCA Realty, Inc.
1301 Dove Street, Suite 650
Newport Beach, CA 92660

Space Above this Line Reserved for Use by Recorder

DECLARATION OF PARKING USE RESTRICTION AND RECIPROCAL EASEMENT

THIS DECLARATION OF PARKING USE RESTRICTION AND RECIPROCAL EASEMENT ("Declaration") is made and entered into this 16th day of June, 2025, by **MCA HILLSIDE, LLC**, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the fee owner of the following parcels of land located in the City of Sedona, County of Coconino, State of Arizona:

1. **Shopping Center Parcels:**
   APN 401-19-011A and APN 401-19-017A
   (collectively, the "Shopping Center Parcels")
2. **Parking Parcel:**
   APN 401-19-012 and APN 401-19-013A
   (collectively, the "Parking Parcel")

B. Declarant intends to develop and use the Parking Parcel as a formal parking lot in support of the Shopping Center Parcels.

C. Declarant desires to establish permanent restrictions and easements to ensure that the Parking Parcel is used exclusively to provide parking for the Shopping Center Parcels, and to benefit current and future owners of the Shopping Center Parcels.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, intending to be legally bound, does hereby agree as follows:

DECLARATION

1. Grant of Parking Easement. Declarant hereby declares and grants to the Shopping Center Parcels and their owners, tenants, invitees, customers, employees, licensees, and successors a perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through the Parking Parcel for vehicular parking, ingress, egress, and circulation. Notwithstanding anything to the contrary contained herein, this Declaration shall remain subordinate to any previously recorded instrument to this Declaration.

2. Exclusive Use Restriction. The Parking Parcel shall be used exclusively to provide parking for the Shopping Center Parcels. The Declarant is specifically granting this easement with the understanding that the Parking Parcel shall be used for no other purpose other than parking. The Parking Parcel shall not be used for the following scenarios, including but not limited to:

a) Parking unrelated to the Shopping Center (e.g., residential or public parking);
b) Short-Term Rental parking;
c) Paid parking or third-party events;
d) Commercial uses other than parking supporting the Shopping Center: and
e) Other uses as the Declarant reasonably determines

3. Covenants Running with the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each future owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

4. Maintenance. Declarant, or future owner of the Parking Parcel, shall maintain the Parking Parcel in accordance with applicable City of Sedona standards.

5. Amendment or Termination. This Declaration may not be amended or terminated except by a written instrument executed by the owner(s) of both the Shopping Center Parcels and the Parking Parcel.

6. Recording. Declarant shall record this Declaration in the Official Records of Coconino County, Arizona. This Declaration shall constitute notice to all future owners and encumbrancers of the Parking Parcel and Shopping Center Parcels.

7. Enforcement. The owner(s) of the Shopping Center Parcels shall have the right to enforce this Declaration by legal or equitable action, including injunctive relief.

8. Reciprocal Indemnity. Any future owners of either the Shopping Center Parcels or the Parking Parcel shall agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

9. Time of the Essence. Time is of the essence of this Declaration.

10. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

11. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent of necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. Binding Effect; Dedication; Appurtenance. This Declaration shall be binding upon and inure to the benefit of both parcels and the successors and assigns of the owners of the parcels. Notwithstanding the foregoing, each future owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that accrue during the period of time during which such owner holds fee simple title to a parcel or portion thereof. Upon conveyance of a parcel or a portion thereof, the owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such parcel, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to the appropriate governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any obligations, duties, indemnities, liabilities and responsibilities created by this Declaration. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon the parcels and shall run with title to, and be appurtenant to, such parcels.

13. Notices. All notices required under this Declaration shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

MCA Hillside, LLC, c/o MCA Realty, Inc.
1301 Dove Street, Suite 650
Newport Beach, CA 92660

14. Remedies. In the event any future owner fails to perform the maintenance, repair or other work required by this Declaration or fails to perform the work in accordance with the requirements of this Declaration or otherwise breaches the terms of this Declaration, the non-defaulting owner(s) may notify the defaulting owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting owner's parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting owner. Any amounts due and payable to an owner pursuant to this Declaration shall be paid within thirty (30) days from the date the other owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by the laws of the State of Arizona for such obligations. The failure to pay any amounts due pursuant to this Declaration shall not entitle any owner to file a lien or claim of lien against the parcel owned by the delinquent owner.

15. Reservation of Rights. The future owners of the parcels shall each reserve the right to use the area of the easements created hereby in any manner which is consistent with the easement rights set forth in this Declaration.

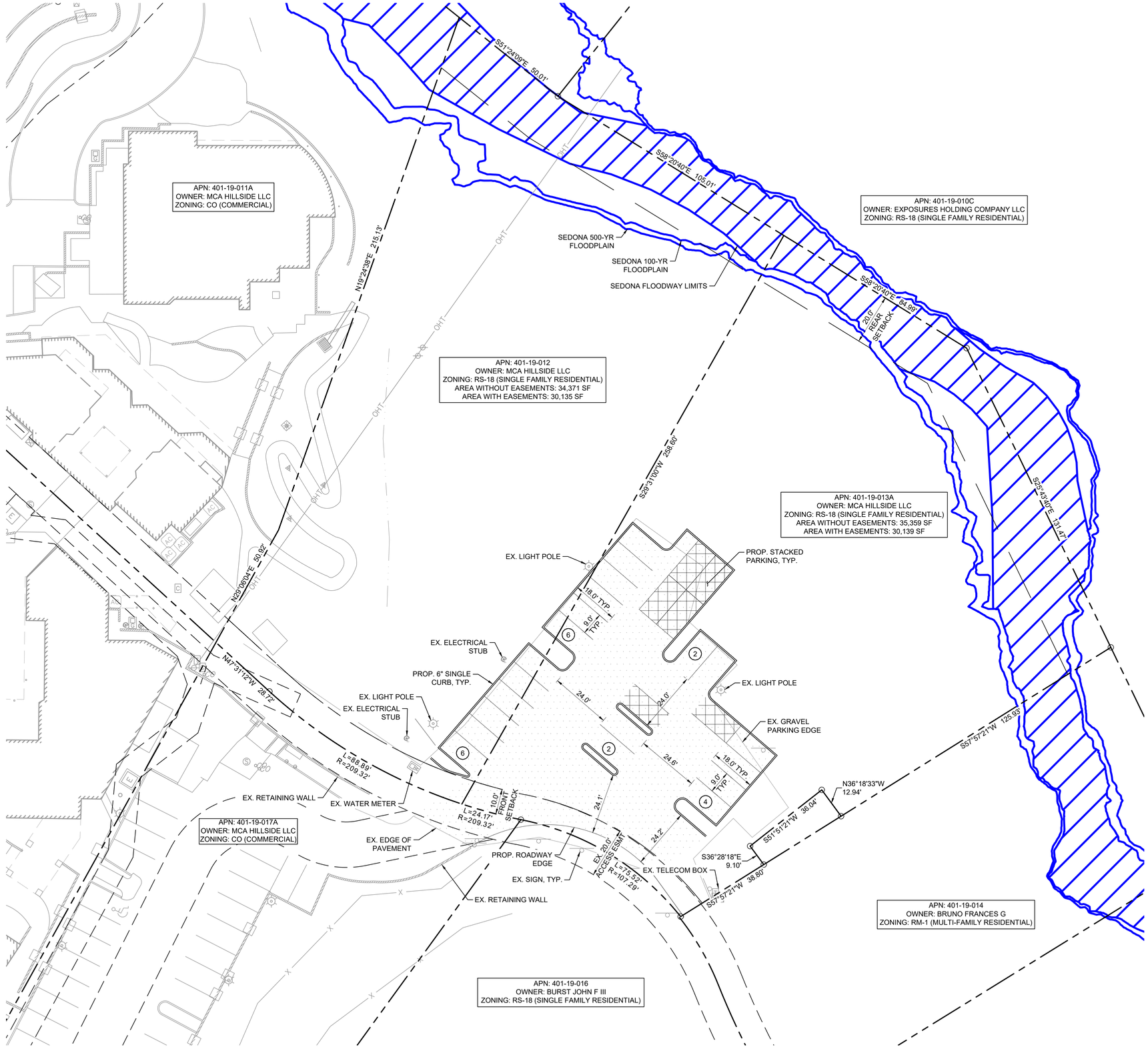
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

MCA HILLSIDE, LLC, a Delaware limited liability company

By: MCA Realty, Inc., a California corporation
Its: Manager

Signed:_____
By: Tyler Mattox
Its: President



OWNER

MCA HILLSIDE LLC
1750 E DEERE AVE
SANTA ANA, CA 92705
TEL NO. (949) 988-7957
CONTACT: TOM HANRAHAN
EMAIL: THANRAHAN@MCA-REALTY.COM

ENGINEER

KIMLEY - HORN AND ASSOCIATES, INC.
101 W GOODWIN ST. SUITE 303
PRESCOTT, AZ 86303
TEL NO. (928) 458-7125
CONTACT: JAMES HUGGINS, PE
EMAIL: JAMES.HUGGINS@KIMLEY-HORN.COM

SURVEYOR

ARIZONA SURVEYING AND MAPPING
2440 W MISSION LANE, SUITE #4
PHOENIX, AZ 85021
TEL NO. (602) 246-9944
CONTACT: LANCE DICKSON, RLS
EMAIL: INFO@ASAM1.COM

PROJECT INFORMATION

ASSESSOR'S PARCEL NUMBER:	401-19-012 & -013A
GROSS ACREAGE:	±1.6 ACRES
EXISTING ZONING:	RS-18
PROPOSED ZONING:	CO, COMMERCIAL
EXISTING LAND USE:	GRAVEL PARKING LOT
PROPOSED LAND USE:	PAVED PARKING LOT
JURISDICTION:	CITY OF SEDONA, AZ
SETBACKS:	
• FRONT:	10'
• SIDE:	10' ABUTTING STREET 20' ABUTTING RESIDENTIAL ZONING
• REAR:	
PROPOSED PARKING:	26 SPACES

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- PROP. CURB
- PROP. PARKING SPACES
- PROP. ASPHALT PAVEMENT
- FLOODWAY LIMITS
- FLOODPLAIN LIMITS
- PROP. STACKED PARKING

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

©2025 KIMLEY-HORN AND ASSOCIATES, INC.
101 WEST GOODWIN STREET, SUITE 303
PRESCOTT, ARIZONA 86303 (928) 458-7121

SCALE (H): 1"=20'
SCALE (V): N/A
DESIGNED BY: JTH
DRAWN BY: JTH
CHECKED BY: ACB
DATE: JUNE 2025

HILLSIDE SEDONA SHOPPING CENTER

PRELIMINARY SITE PLAN

671 SR-179
SEDONA, AZ

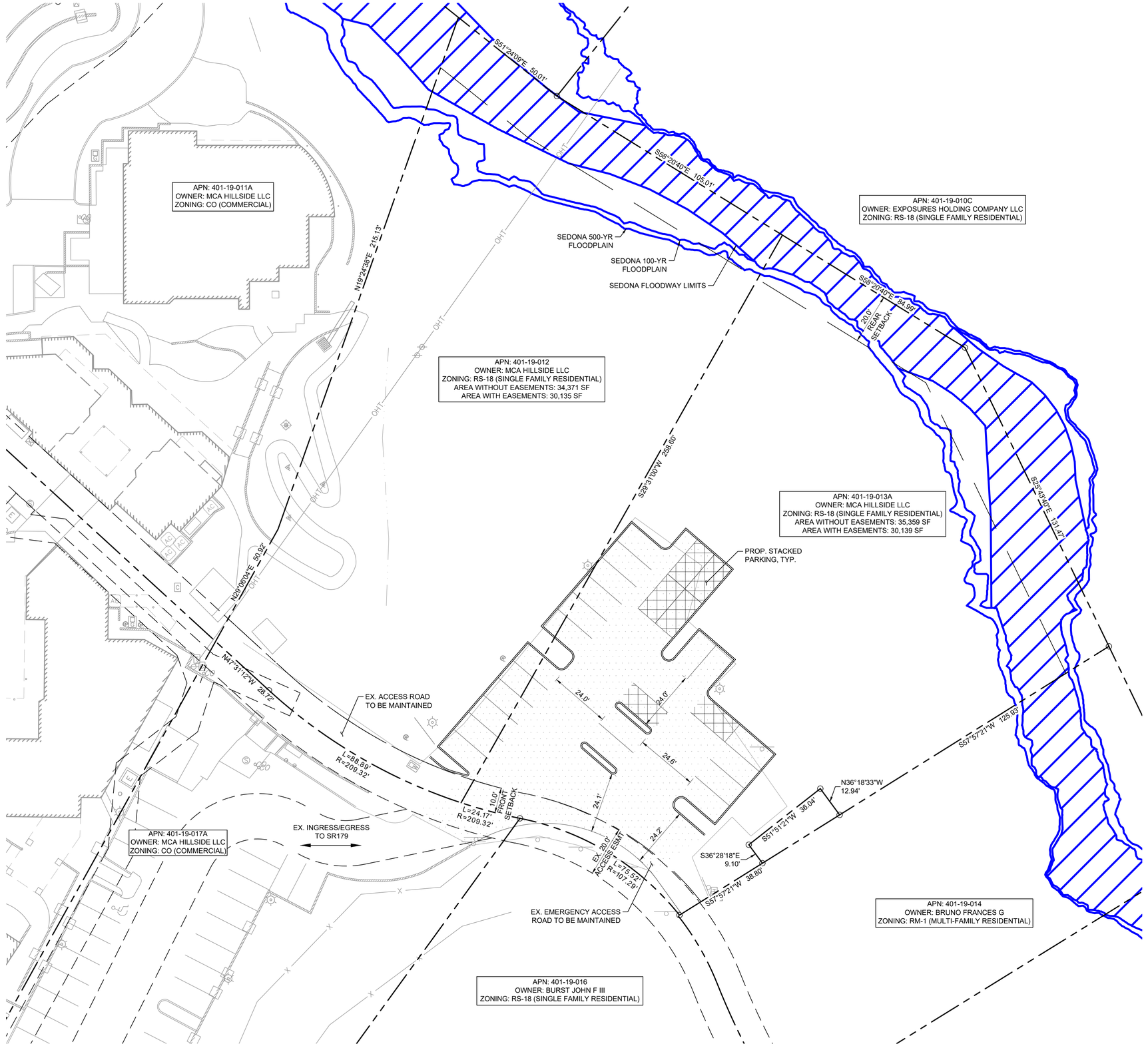
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER JAMES HUGGINS
PE NO. 79615 DATE 06/25

PROJECT NO.
292125000

DRAWING NAME
SP01

01 OF 02

C:\Users\JAMES~1.HUG\AppData\Local\Temp\AcPublish_26692\2025-06-12_Hillside Shopping Center_Site Plan.dwg Jun 12, 2025 James.Huggins
XREFs: xTB_GNRL_292125000 xBD xBM_292125000 xTOPO_292125000 xFPLAIN
ACCESS TO AND USE OF THIS DRAWING IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT UNDER WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



OWNER

MCA HILLSIDE LLC
1750 E DEERE AVE
SANTA ANA, CA 92705
TEL NO. (949) 988-7957
CONTACT: TOM HANRAHAN
EMAIL: THANRAHAN@MCA-REALTY.COM

ENGINEER

KIMLEY - HORN AND ASSOCIATES, INC.
101 W GOODWIN ST. SUITE 303
PRESCOTT, AZ 86303
TEL NO. (928) 458-7125
CONTACT: JAMES HUGGINS, PE
EMAIL: JAMES.HUGGINS@KIMLEY-HORN.COM

SURVEYOR

ARIZONA SURVEYING AND MAPPING
2440 W MISSION LANE, SUITE #4
PHOENIX, AZ 85021
TEL NO. (602) 246-9944
CONTACT: LANCE DICKSON, RLS
EMAIL: INFO@ASAM1.COM

PROJECT INFORMATION

ASSESSOR'S PARCEL NUMBER:	401-19-012 & -013A
GROSS ACREAGE:	±1.6 ACRES
EXISTING ZONING:	RS-18
PROPOSED ZONING:	CO, COMMERCIAL
EXISTING LAND USE:	GRAVEL PARKING LOT
PROPOSED LAND USE:	PAVED PARKING LOT
JURISDICTION:	CITY OF SEDONA, AZ
SETBACKS:	
• FRONT:	10'
• SIDE:	10' ABUTTING STREET 20' ABUTTING RESIDENTIAL ZONING
• REAR:	
PROPOSED PARKING:	26 SPACES

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- PROP. CURB
- PROP. ASPHALT PAVEMENT
- FLOODWAY LIMITS
- FLOODPLAIN LIMITS
- PROP. STACKED PARKING

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

©2025 KIMLEY-HORN AND ASSOCIATES, INC.
101 WEST GOODWIN STREET, SUITE 303
PRESCOTT, ARIZONA 86303 (928) 458-7121

SCALE (H): 1"=20'
SCALE (V): N/A
DESIGNED BY: JTH
DRAWN BY: JTH
CHECKED BY: ACB
DATE: JUNE 2025

HILLSIDE SEDONA SHOPPING CENTER
PRELIMINARY SITE CIRCULATION PLAN
671 SR-179
SEDONA, AZ

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER JAMES HUGGINS
PE NO. 79615, DATE 06/25

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

PROJECT NO.
292125000

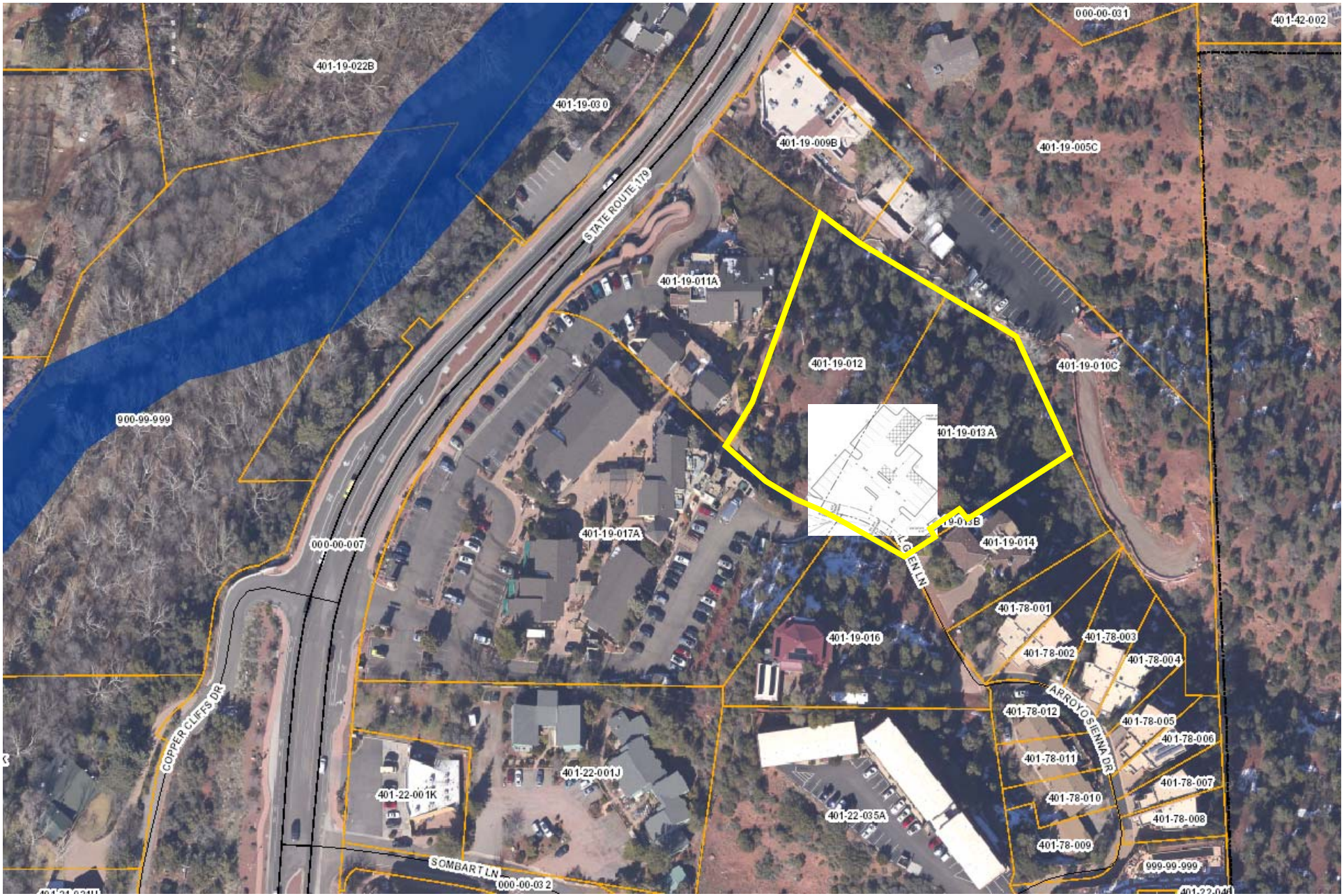
DRAWING NAME
SC01

02 OF 02

C:\Users\JAMES~1.HUG\AppData\Local\Temp\AcPublish_26692\2025-06-12_Hillside Shopping Center_Site Plan.dwg Jun 12, 2025 James.Huggins
XREFS: xTB_GNRL_292125000.dwg xBD_xBM_292125000 xTOPO_292125000 xTPLAIN
PLOTTED BY: James.Huggins
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

CONTEXT PLAN

Hillside Shopping Center – Gravel Lot ZC



March 3rd, 2025

MCA Hillside, LLC
1750 E Deere Ave, 2nd Floor
Santa Ana, CA, 92705
949-300-0495
tmattox@mca-realty.com

City of Sedona
Community Development Department
102 Roadrunner Drive
Sedona, AZ 86336

Subject: Written Narrative for Context Map for Zone Change Application (APN 401-19-012 & 401-19-013A)

Written Narrative for Context Map

Subject Property: 86 Royal Glenn, Sedona, AZ

Introduction

This narrative is submitted in support of a zone change application for the subject property. In conjunction with the zone change approval, MCA is committed to the paving of an existing gravel lot, improving accessibility, safety, and environmental management. This upgrade aligns with Sedona's commitment to maintaining functional and aesthetically cohesive infrastructure while minimizing dust, erosion, and maintenance concerns.

Existing Conditions

- The area in question is currently a gravel lot that serves as an informal parking and access area.
- The unpaved surface results in dust generation, erosion, and inconsistent grading, which can create accessibility and maintenance challenges.
- The lot is surrounded by natural desert vegetation, rock formations, and nearby developed infrastructure, all of which will be carefully considered during the upgrade process.

Proposed Asphalt Improvements

- New Asphalt Paving: The project involves paving approximately 15,000 square feet of the existing gravel lot, establishing a smooth, durable surface suitable for long-term use.
- Surface Preparation: Minor grading will ensure a stable base before paving, using compacted subgrade materials to support the asphalt.

- Pavement Construction: The lot will be paved with C3/4" asphalt reinforced with Forta Fi Fibers, providing a strong, weather-resistant surface.
- Dust & Erosion Control: By replacing the gravel surface with asphalt, the project will significantly reduce dust dispersion and minimize runoff-related erosion.
- Updated Site Striping: Once paved, the lot will be striped for organized parking and traffic flow, ensuring clear delineation of spaces and pathways.

Environmental & Aesthetic Considerations

- Preserving Natural Character: The project will maintain existing vegetation and significant natural features, ensuring the lot blends with the surrounding landscape.
- Viewshed Protection: The paving process will have a minimal visual impact and will improve the overall site aesthetics by eliminating loose gravel and dust.
- Sustainable Water Management: Proper grading and paving will reduce sediment runoff, helping to protect nearby natural areas from erosion and debris accumulation.

Circulation & Accessibility Enhancements

- Improved Vehicle Access: The paved surface will provide better traction, smoother navigation, and reduced wear on vehicles.
- Enhanced Pedestrian Safety: A stable surface will eliminate loose gravel hazards, reducing the risk of slips and falls.
- Defined Parking Layout: The addition of striping and designated spaces will create a more organized, user-friendly parking area.

Conclusion

The proposed project represents a necessary infrastructure upgrade, transforming a gravel lot into a safe, durable, and environmentally responsible paved area. These improvements will enhance site functionality, reduce maintenance costs, and align with Sedona’s commitment to sustainability and accessibility.

Exterior Lighting Application
Commercial and Multi-Family
See LDC Section 5.8: Exterior Lighting

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

Applicant and Permit Information

Applicant Name:	MCA Hillside, LLC	Permit #:	
Phone:	949-701-5194	Date Rec'd:	
Email Address:	thanrahan@mca-realty.com	Initials:	
Action/Staff Initials:	☐ Approved ☐ Denied	Date:	

Site Identification

Property Address/Location:	86 Royal Glen Ln, Sedona, AZ, 86336
Parcel Number	401-19-013A & 401-19-012
Business Name (If applicable):	Hillside Shopping Center

Lumen Information

Gross acres of entire site:	1.6 AC	Acres for Public Right-of-Way:	.05
Net Acreage of Site:	1.55 AC	x 70,000 = Total initial lumens permitted*	108,500

**Total outdoor light output shall not exceed 70,000 initial lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Design goals should be the lowest level of lumens necessary to meet the lighting requirements of the site. Partially shielded light fixtures are limited to a maximum of 3,850 initial lumens per net acre and are counted towards the 70,000 initial lumens per net acre cap.*

Type of Shielding and Lumens Proposed (See Lumen Calculation Table – page 2)

Lumens: Fully Shielded Fixtures:	3
Lumens: Partially Shielded Fixtures:	
Total Lumens Proposed:	15,000

Applicant Signature

Signature:	Tom Hanrahan	Date:	6/18/25

Exterior Lighting Application
Commercial and Multi-Family
See LDC Section 5.8: Exterior Lighting

Lighting Inventory and Lumen Calculation Table

- Include a Site Plan identifying all lighting fixtures, keyed to the inventory table.
- Include all new/proposed lighting and all existing lighting.
- Include any lighting proposed for external illumination of signs.
- Attach cut sheets or manufacturer's product description for all lights. If not available for existing fixtures, include photographs of the fixtures and any additional information to demonstrate compliance with code requirements.
- Attach additional sheets if necessary

Lighting Classes (See LDC Section 5.8.D(1) for a complete explanation):

- Class 1: High Activity Areas
- Class 2: Security and Public Safety
- Class 3: Decorative and Accent

Correlated Color Temperature(CCT)/Kelvin Rating: A maximum of 4,000K is permitted for all lighting; Class 2 Lighting is limited to a maximum of 2,700K

Shielding:

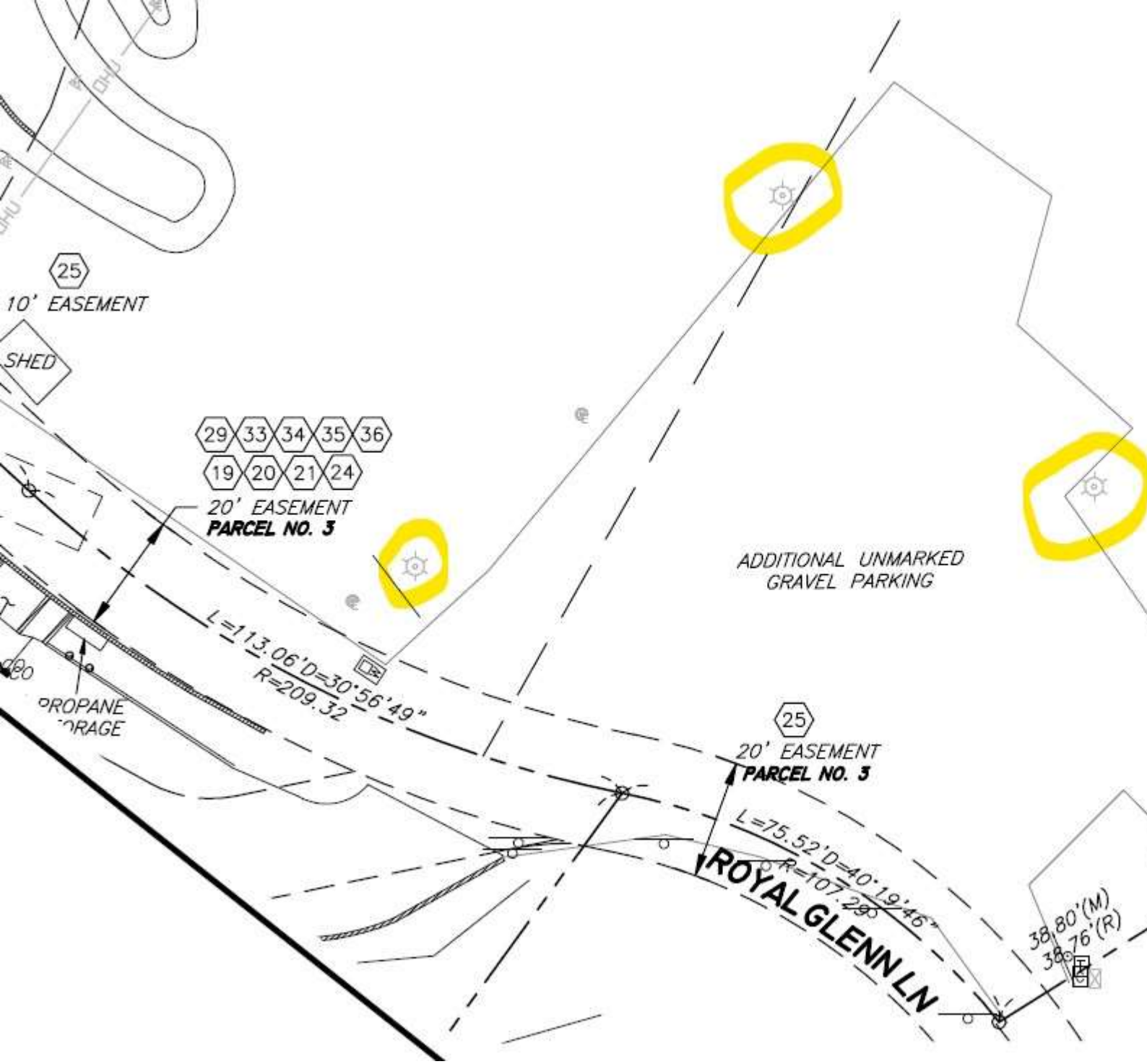
- F: Fully Shielded: Required for most lighting
- P: Partially Shielded: Limited to 3,850 lumens per acre
- U: Unshielded: Only permitted for existing, legal nonconforming lighting

Site Plan: ☒ Attached ☐ Provided with plans (Sheet _____)

Plan Key (ID)*	New or Existing (N or E)	Lighting Class (1, 2, or 3)	CCT/Kelvin Rating	Shielding (F, P, or U)	Initial Lumens	No. of Units	Total Lumens
1	E	2	5000K	F	7000	3	21,000
1	N	2	2700	F	5000	3	15,000
					Total Lumens Proposed:		15,000

**Plan key identification in first column must correspond to labeling on site plan*

Replacing 3 lightbulbs in our existing 15 foot lightposts. Current lightbulbs are non-compliant. See attached pictures. The lightposts will be cut and re-welded at the base to a height of 12 feet.



Existing lightpost locations circled in yellow. Proposing to replace the three bulbs with compliant Kelvin/Lumen bulbs

PROPOSED BULB REPLACEMENT



Features & Specs

Light Type	LED
Additional Features	High Light Efficiency, 360 Degree Beam Angle
Wattage	50 watts
Bulb Shape Size	G30
Bulb Base	E26
Incandescent Equivalent Wattage	50 Watts
Specific Uses For Product	Home Lighting Solution
Light Color	Warm White
Voltage	110 Volts
Color Temperature	2700 Kelvin
Brightness	5000 Lumen
Connectivity Technology	Normal bulb
Controller Type	Push Button
Power Source	Corded Electric
Color Rendering Index	85
Light Source Type	LED
Light Source Wattage	50 Watts
Accepted Voltage Frequency	100 to 240 Volts and 50 Hertz to 60 Hertz
Control Method	App
Light Source Operating Life	2.5E+4 Hours
White Brightness	5000 Lumens
Efficiency	High Efficiency


POSTS WILL BE CUT AND WELDED TO THE BASE AT A COMPLIANT HEIGHT OF 12 FEET.




256-21-12
65W / 5000K / 7000lm
120-277VAC 60Hz 650mA
E330072
c UL us
LISTED
LED LAMP
5D68
ATTENTION
Doit enlever ou contourner le
ballast avant l'installation si
le ballast HID est présent


Hillside Site Plan
Overview
Proposed ZC from
RS-18 to CO

MCA REALTY

March 3rd, 2025

MCA Hillside, LLC
1750 E Deere Ave, 2nd Floor
Santa Ana, CA, 92705
949-300-0495
tmattox@mca-realty.com

City of Sedona
Community Development Department
102 Roadrunner Drive
Sedona, AZ 86336

Subject: Authorization Letter for Zone Change Application (APN 401-19-012 & 401-19-013A)

To Whom It May Concern,

I, **Tyler Mattox**, the legal owner of the property located at **86 Royal Glen Lane, Sedona, AZ** (**APN: 401-19-012 & 401-19-013A**), hereby authorize **Tom Hanrahan** and/or **Nick Sivek** to submit a **zone change application** on my behalf. This request is to rezone the property from **RS-18 (Single Family Residential) to CO (Commercial)** to allow for the use of the land as a parking facility in alignment with the adjacent commercial development.

This authorization grants **Tom Hanrahan** and/or **Nick Sivek** the right to act as my agent in all matters related to the application, including:

- Submission of required documents
- Communication with the City of Sedona's Community Development Department.
- Representation at public hearings and meetings.
- Addressing any comments or concerns raised during the review process.

I understand that I remain responsible for all applicable fees and compliance with city requirements.

Sincerely,

Tyler Mattox
President, MCA Realty, LLC

Manager, MCA Hillside, LLC

Attachment 3:

Public Comments

Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, June 16, 2025 7:55 AM
To: Cari Meyer; Megan Yates; Alex Ortega; Frances Almutawa
Subject: Comment on Development Proposal

Caution: This is an external email and should be considered suspicious. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	06/16/2025 7:55 a.m.
Response #:	680
Submitter ID:	7581
IP address:	71.36.179.62
Time to complete:	11 min. , 16 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name, addresses, and email) will become part of the public record and will be available for public inspection.

1. Project Name:

Hillside Parking extension

2. What are your comments, concerns, ideas, and suggestions about this project?

This pocket of land zoned residential and now under consideration for a zone change to allow additonal parking for Hillside restaurant. This extra parking has not been needed for decades and now suddenly is. Since the City says we have a housing crisis then this piece of land should stay for resdidential. Instead of always looking for huge projects for housing City should take advantage of smaller pockets like this around the City.
Larger projects are fine but, a pocket here and there would be very
advantageous. So many parking lots in Sedona had contributed greatly to our town being a "Heat Island". Even small parking lots all ad up.
Our humidity in Sedona has greatly increased since years ago. The nights are often so hot air conditioning is needed. One night recently
it was 45 degrees and other nights high, I have been checking. Years ago we never needed air conditioning at night. I have lived in Uptown for 45 years and am keenly aware of the changes.

3. Your contact information (If you do not feel comfortable sharing or do not want this information to become a public record, a partial answer or "not applicable" is acceptable.)

Name:	Joan Shannon
Address (or Street Name):	315 Smith Rd
City of Residence	Sedona
E-mail:	faithfuljoan@earthlink.net

4. Would you like to receive notices about this project, such as public meeting dates?

(○) Yes

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.



Megan Yates

From: donotreply@sedonaaz.gov
Sent: Monday, June 16, 2025 3:32 PM
To: Cari Meyer; Megan Yates; Alex Ortega; Gary Leikness
Subject: Comment on Development Proposal

Caution: This is an external email and should be considered suspicious. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	06/16/2025 3:32 p.m.
Response #:	681
Submitter ID:	7583
IP address:	47.215.225.237
Time to complete:	7 min. , 5 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name, addresses, and email) will become part of the public record and will be available for public inspection.

1. Project Name:

Hillside Rezoning

2. What are your comments, concerns, ideas, and suggestions about this project?

Hillside was approved with the proper amount of parking. Approving this only takes away from well needed housing units. The two parcels could easily be two lots of a fourplex or a small two-story apartment complex where the residents could LIVE SHOP WORK EAT within walking. A win-win for all. This model is how most cities are improving the quality for both residents and businesses. Please do NOT approve.

3. Your contact information (If you do not feel comfortable sharing or do not want this information to become a public record, a partial answer or "not applicable" is acceptable.)

Name:	Donna Varney
Address (or Street Name):	Page Parkway
City of Residence	Sedona 86336
E-mail:	donna@donnajoys.com

4. Would you like to receive notices about this project, such as public meeting dates?

Outlook

Comment on Development Proposal

From donotreply@sedonaaz.gov <donotreply@sedonaaz.gov>
Date Thu 7/3/2025 11:52 AM
To Cari Meyer <CMeyer@sedonaaz.gov>; Megan Yates <MYates@sedonaaz.gov>; Alex Ortega <AOrtega@sedonaaz.gov>; Gary Leikness <GLeikness@sedonaaz.gov>

Caution: This is an external email and should be considered suspicious. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	07/03/2025 11:52 a.m.
Response #:	682
Submitter ID:	7606
IP address:	47.215.232.151
Time to complete:	28 min. , 2 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name, addresses, and email) will become part of the public record and will be available for public inspection.

1. **Project Name:**
   Hillside Parking Rezone

2. **What are your comments, concerns, ideas, and suggestions about this project?**

   To: Planning and Zoning Commission,

   I requested that the hearing scheduled for July 15th be postponed for a week (or two) since I will be out of town that week and was not given adequate and timely notice. Notification letters were sent to a wrong address and only learned of the zoning change hearing on Friday, June 27th from signs posted on my property. However the postponement was denied by the Megan Yates the assistant planner. I am the primary property owner that is most adversely effected by the zoning change and expansion of the parking lot My property at 91 Royal Glen Lane has about 400 feet of frontage next to the Hillside Sedona shopping center and parking lot. Among my concerns are vehicle congestion, aesthetically displeasing, ingress/egress issues, noise, and traffic, as well as the adverse effect on my property value.
   I am requesting from the planning and zoning commission to schedule a second hearing so I may express in person my concerns in detail and have them addressed. Please take into consideration my request. Thank you very much in advance for your cooperation.

   Yours Truly, John Burst
   Phone # 928-264-3183

Address: 91 Royal Glen Lane
Sedona, AZ 86336
Mailing Address: 190 W. State Route 89A #677
Sedona, AZ 86339

3. **Your contact information (If you do not feel comfortable sharing or do not want this information to become a public record, a partial answer or "not applicable" is acceptable.)**

Name:	John F. Burst
Address (or Street Name):	91 Royal Glen Lane
City of Residence	Sedona,
E-mail:	value@email.com

4. **Would you like to receive notices about this project, such as public meeting dates?**

(o) Yes

Thank you,
City of Sedona

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PROVIDENT LAW

16100 N. 71st Street, Suite 350
Scottsdale, Arizona 85254
480.388.3343
www.providentlawyers.com

Aaron M. Lumpkin, Esq.
Partner
Direct: 480.264.7249
aaron.lumpkin@providentlawyers.com

July 8, 2025

Via Email Only to:
Sedona Community and Development Department
Planning and Zoning Commission
Megan Yates
Cari Meyer
cmeyer@sedonaaz.gov
myates@sedonaaz.gov

Re: Case No: PZ25-00003 (ZC) – 62 & 86 Royal Glen Ln., Sedona, AZ 86336
Our File No. 004028.1A

To: Planning and Zoning Commission,

The Firm represent Mr. John Burst, the owner and resident of 91 Royal Glen Lane in Sedona, Arizona. I write in regard to Case No: PZ25-00003 (ZC). The proposed zone change for 62 & 86 Royal Glen Ln., Sedona, AZ. My client requested that the hearing scheduled for July 15th be postponed for a week (or two) since he will be out of town during that week and was not given adequate advanced notice to make alternative plans to be present. That request was denied and Mr. Burst has asked that I represent his position and comments to the commission. Mr. Burst's property at 91 Royal Glen Lane has approximately 400 feet of frontage next to the Hillside Sedona shopping center and parking lot and his opposition to the zone change and justifications deserves to be heard. I ask that this letter be included with the materials to be presented to the Planning and Zoning Commission for the July 15, 2025 hearing.

Mr. Burst takes issue with the proposed zone change and believes that it should be rejected for failing to meet the criteria under the Sedona Land Development Code Section 8.3(E)(5). First, despite being an effected property neighboring the subject lots, Mr. Burst did not receive notice of any citizen review process. As Mr. Burst spends his time in Sedona and California, it is unknown if notice was sent to him at all. As such, his voice in this

process has neither been heard nor considered as required by the LCD. Furthermore, subsection 8.3(E)(5)(e) which requires the approved zone change "not cause significant adverse impacts on surrounding properties. The applicant shall make a good faith effort to address concerns of the surrounding property owners in the immediate neighborhood as defined in the Citizen Participation Plan…" Not only does the proposed rezoning negatively impact Mr. Burst's enjoyment of his property and its value, the plan itself has moved forward without his input.

I. Mr. Burst's Position

As you all are aware the properties requesting the zoning change to commercial are 62 and 86 Royal Glen Lane which are currently zoned single family residential. These two lots are zoned single family residential for good reason because the properties behind Hillside Sedona are residential properties. The two lots are incompatible for any commercial use such as a parking lot due to the vehicle congestion, noise, and traffic it creates to the neighboring residential properties. A fact that Mr. Burst would attest to if he were present at the hearing. The current parking lot on 86 Royal Glen Lane is nonconforming and already causes vehicle congestion, is aesthetically displeasing, impedes ingress/egress (easement blocked), creates noise, and should be removed with no additional commercial use allowed. The proposed asphalt paving amplify noise, which will be detrimental to the property. The current nonconforming parking lot has caused enough grief for Mr. Burst and his neighbors over the years due to the above mentioned reasons as well as drunks & curiosity seekers driving up the private drive and causing property damage.

When 91 Royal Glen Lane was built in 1982, Royal Glen Lane was a roadway connecting directly to Highway 179. That is evidenced on the applicants own site map. When Hillside Sedona was constructed, some small structures (walkways, small wall, etc.) were placed on Royal Glen Lane, blocking 91 Royal Glen's ingress/egress. According to the recent survey conducted four years ago by Woodson Engineering, 91 Royal Glen still has exclusive ingress/egress easement rights on Royal Glen Lane (blocked portion) directly to Highway 179, as well as exclusive ingress/egress easement rights for the serpentine ingress/egress that runs in front of The Hudson Restaurant. There is a congested bottleneck in front of Hudson Restaurant and in particular just past The Hudson Restaurant entering into the current nonconforming parking lot.

Hillside Sedona has already been in violation of Mr. Burst's exclusive easement numerous times by blocking his ingress/egress (for days at a time) and leaving him no legal or reliable ingress/egress to his property. The only other possible ingress/egress is on the

gated private road of Arroyo Sienna Road, a private road through which he has no legal right of access.

Mr. Burst is concerned that the proposed zoning change will adversely affect his property in the following ways: additional traffic, congestion, additional noise, additional loss of quiet enjoyment, less safety, additional egress/ingress issues, more restaurant and bar patrons driving the private driveway causing damage, and diminished aesthetics. Hillside Sedona shopping center should be more concerned with the crumbling and eroding hillside in front of the Hudson Restaurant which poses a safety hazard.

If the Commission is inclined to recommend the zone change, Mr. Burst asks for the following conditions imposed: reduced traffic count, reduced the noise (noise abatement), improved safety, and make the area more aesthetically pleasing in the natural way of Sedona. First, he proposes replacement of ugly gray gravel on existing parking lot with a reddish gravel (such as 1/2 inch Jesse Red). Second, he proposes construction of a retaining wall on the eroding hillside that faces The Hudson Restaurant. Third, reduce additional noise to the residential properties by building a four-foot high red rock wall along the frontage with the residential properties (replacing existing wire fencing). Fourth, for safety reasons to prevent the numerous Hillside Sedona Patrons from coming up the driveway, build a four-foot high (six foot with variance) double swinging gate at the beginning of Royal Glen Lane where residential properties have driveway access. Finally, so that Mr. Burst can start receiving mail form the post office, build a secure mail box protected from the patrons and employees so as not to be run over or vandalized.

In conclusion Hillside Sedona has adversely effected and harmed Mr. Burst's property value in the following ways: 1) Illegally blocking off his exclusive easement on the entire Royal Glen Lane to access Highway 179 directly; 2) constructing the current nonconforming parking lot; 3) granting an access easement to 100 Royal Glen Lane which overlaps Mr. Burst exclusive easement; 4) violating the exclusive ingress/egress easement agreement by blocking the easement for days at a time without informing Mr. Burst in advance and without providing a legal or viable alternative ingress/egress to his property. If the two lots are rezoned to commercial this would only benefit Hillside Sedona and would be harmful to Mr. Burst's property and to the overall Sedona residential community. Please let the current single family residential zoning for the two lots remain in place and deny the applicant's zoning change to commercial.

/ / /

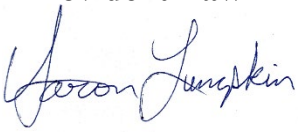
/ / /

/ / /

II. Closing

I ask that you take Mr. Burst's above concerns into consideration when deliberating your decision. Beyond his concerns it does not appear that proper procedure was followed by the applicant which would have allowed Mr. Burst's concerns to be addressed and taken into account. As such, Mr. Burst may challenge the legality of any ultimate decision granting the applicant's zone change.

Regards,
Provident Law®



Aaron M. Lumpkin
Partner

AML:na

Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, July 15, 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 Levin, Vice Chair Charlotte Hosseini and Commissioners Kali Gajewski (arrived at 4:35 p.m.), Will Hirst, Jo Martin and Rob Smith. Commissioner Sarah Wiehl was excused.

Staff Member(s) Present: Kurt Christianson, Steve Mertes, Cari Meyer, Donna Puckett, Hanako Ueda and Megan Yates.

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

Cari indicated that as an update on the Western Gateway Master Plan process, we have taken all of the Commission's comments from the work sessions, and the consultant has made some updates to the plan. The current draft is available to view at PlanSedona.com. Currently, we are doing some public outreach meetings with smaller groups of four to six people at a time throughout July and compiling all the feedback from those. Then, we will take that feedback to the City Council in a work session on September 10th for direction as the property owner, and at some point, it will come back to the Commission for a public hearing and back to City Council their public hearing as well.

Steve Mertes explained that staff did a rather extensive search of most of the people that had been vocal about the project and included people from all different opinions, so that is why we have at least 20 meetings, possibly closer to 30, throughout the month of July to meet with these different groups. Based on what we learn from Council and all of the information; there will be another iteration brought to P&Z. Cari then added it will be based on the Council's direction from the feedback.

3. APPROVAL OF THE FOLLOWING MINUTES:

a. May 20, 2025 (SV)
b. May 20, 2025 (R)

Chair Levin referenced the minutes for the May 20, 2025, site visit and regular meeting and, hearing no corrections, stated that the minutes will stand 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.)*

Chair Levin opened the public forum at 4:34 p.m. and having no requests to speak, the Chair closed the public forum at 4:35 p.m.

5. CONSIDERATION OF THE FOLLOWING ITEM(S) THROUGH PUBLIC HEARING PROCEDURES:

a. **Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RS-18 (Single Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center. The subject properties are located at 62 & 86 Royal Glen Lane, east of the Hillside Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane. APN: 401-19-012 & -013A. Case Number: PZ25-00003 (ZC), Property Owner: MCA Hillside, LLC (Tyler Mattox), Applicant: MCA Realty, Inc (Tom Hanrahan)**

Introduction by Chair Levin

Presentation by Megan Yates

Commission's questions of staff

Presentation by Applicant Tom Hanrahan with MCA Realty

Commission's questions of Applicant Tom Hanrahan with MCA Realty

Chair Levin opened the public hearing at 5:16 p.m. and the following people spoke: Betsy Klein, Sedona, AZ spoke in favor; Nick Sivek, Sedona, AZ spoke in favor; Katie Wallace, Village of Oak Creek, AZ spoke in favor; Aaron Lumpkin with Provident Law PLLC on behalf of John Burst spoke in opposition and provided recommended conditions if passed; and Frances Bruno, Sedona, AZ spoke in opposition.

Having no additional requests to speak, the Chair closed the public hearing at 5:31 p.m.

Commission's comments

Cari summarized that the Commission's recommendations include the applicant working with the neighboring property owners on potential sound abatement and working with city staff to explore the use of different permeable pavement materials. The only actual change for the conditions is regarding the gate, "Property owner shall construct a gate for the property owners to the south (to control access to adjacent residential properties), subject to approval by all affected property owners and in compliance with all applicable LDC and Sedona Fire District requirements."

MOTION: Vice Chair Hosseini moved to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ25-00003 (ZC), rezoning APN 401-19-012 & 401-19-013A from RS-18 (Single-Family Residential) to CO (Commercial), based on consistency and conformance with the Community Plan, compliance with all ordinance requirements of LDC Section 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the Planning and Zoning Commission, and subject to all applicable ordinance requirements and the recommended amended conditions of approval. Commissioner Gajewski seconded the motion.

VOTE: Motion carried six (6) for and zero (0) opposed. (Gajewsky, Hirst, Hosseini, Levin, Martin and Smith in favor). Commissioner Wiehl was excused.

6. FUTURE MEETING DATES AND AGENDA ITEMS

a. Tuesday, August 5, 2025

b. Tuesday, August 19, 2025

Cari stated that on August 5th we have a Conceptual Review for the Ambiente Creekside project for a proposed lodging development below the Art Barn. Documents are online if you want to review them now. She assumes you are interested in a site visit, so an 8:00 a.m. site visit will be scheduled as well. We currently don't have anything on August 19th, but there possibly will be some upcoming Land Development Code changes then or in September.

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 Sesson was held.

8. ADJOURNMENT

Chair Levin adjourned the meeting at 6:04 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on July 15, 2025.

_____ _____

Donna A. S. Puckett, *Administrative Assistant* Date

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

As recommended for approval by Planning and Zoning Commission, July 15, 2025

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The zoning for the subject property shall be considered vested when the properties have been combined, the Deed Restriction and wastewater easement is recorded, and construction of the parking lot is complete. If the applicant does not meet this condition within two (2) years of approval, the City may initiate proceedings to revoke approval of the zoning change, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g.2 and applicable State statutes.
3. The project shall be constructed in a single phase.
4. Property owner shall construct a gate for the property owners to the south (to control access to adjacent residential properties), subject to approval by all affected property owners and in compliance with all applicable LDC and Sedona Fire District requirements.
5. Prior to the issuance of permits for the parking lot, the applicant shall complete the following:
   i) The property owner shall submit for a lot combination to combine all properties within the development. The lot combination shall be approved, recorded with Coconino County, and a new parcel number assigned.
   ii) The property owner shall grant and record an easement for the existing wastewater infrastructure. The easement shall be reviewed and approved by City Staff prior to recordation.
   iii) The property owner shall record a deed restriction on the property restricting the rentals of any future housing unit to a minimum of 30 days. City Staff shall approve the language of the deed restriction prior to recording.
6. Hours of work shall comply with City Code (Chapter 8.25.050) requirements for construction. No grading work shall occur on Sunday.
7. The applicant shall obtain Right-of-Way Permits from the City of Sedona and/or the Arizona Department of Transportation for any work in the Right-of-Way.
8. Prior to the issuance of permits, staff shall verify that all plans submitted for permits are in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and meet the following conditions, and the applicant shall provide written documentation of such compliance to staff:
   i) Applicant shall follow the City of Sedona Land Development Code in its entirety.
   ii) The property owner shall install bike parking at a minimum of 1 bike space per 10 vehicle spaces.
   iii) Property owner shall install a pedestrian path from the parking lot to the Hillside Sedona Shopping Center
   iv) Provide Final Grading and Drainage Plans.

v) The Site Plan shall meet the grading and drainage requirements of the Sedona Land Development Code and the Design Review, Engineering, and Administrative Manual.

vi) Provide Final Drainage Report.

vii) Show the existing sewer line and manhole at the south property line. Ensure the proposed shotcrete will not interfere with this.

viii) Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)

ix) Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.

x) Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.

xi) For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (Manual 3.1.H.6.i).

xii) For Projects involving grading of more than 5,000 cubic yards, an assurance bond is required per Manual Section 3.1.G.1.

xiii) Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)

xiv) The plans shall delineate oil separators for all paved surfaces prior to its release into the City's storm sewer system. Manufacturer or engineer's specifications and a maintenance schedule shall be provided.

xv) The applicant shall submit landscaping plans that comply with all applicable City codes.

xvi) The applicant shall submit outdoor lighting plans that comply with all applicable City codes and the approved lighting plan. Parking lot lighting poles shall not exceed 12 feet in height.

xvii) All requirements of the Sedona Fire District shall be satisfied.

xviii) All concrete within the City ROW shall be colored "Sedona Red" (Davis 160 color).

xix) Signs shall require a separate permit and shall be reviewed for compliance with all applicable LDC requirements.

9. Prior to the issuance of a Certificate of Completion and/or final inspections on the parking lot, staff shall verify that all construction is in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission, and meets the following conditions:

i) All on-site improvements shall substantially conform to the plans on which permits were issued.

ii) Installation of all proposed landscaping shall be complete and in accordance with the approved landscape plan. (LDC Section 5.6)

iii) All outside lighting shall have been installed in accordance with the approved plans. All lighting sources shall be fully shielded so that the direct illumination is confined to the subject property boundaries and so no light is directed above the horizontal plane. Staff shall conduct a night inspection and if deemed necessary, additional shielding will be required. (LDC Section 5.8) iv)

iv) All new utility lines shall be provided through underground installation.

v) All mechanical equipment and trash receptacles shall be completely screened from surrounding areas by use of a wall, fence, landscaping or shall be enclosed within a building. All electrical panels shall be located so as not to be visible from public rights-of-way.

vi) All requirements of the Sedona Fire District shall be satisfied.

vii) The applicant shall provide copies of all required testing to the Engineering Department.

viii) As-built plans shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.

ix) Property lies in a floodplain. An Elevation Certificate from an Arizona Registered Land Surveyor is required for each building.

x) All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.

xi) The applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.

xii) All construction shall comply with the Storm Water Regulations in Chapter 14 of the City of Sedona City Code. Storm water quantities and velocities shall not be greater than the historic values at the downstream property line.

10. Within thirty days of approval of the zone change, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Zoning Change approval.

Additional Recommended Conditions based on Addendum to Letter of Intent Submitted by the Property Owner:

11. Property owner shall adhere to the revisions and clarifications to the proposed zone change for 62 & 86 Royal Glen Lane based on input received during the Planning & Zoning Commission hearing, as detailed in the Addendum to Letter of Intent for Zone Change Application (APN 401-19-012 & 401-19-013A).

TLA
QUE
PA
QUE

ARTS & SHOPPING VILLAGE

July 14, 2025

City of Sedona Planning and Zoning Commission
102 Roadrunner Drive
Sedona, AZ 86336

RE: Letter of Support – Zone Change Request for MCA Hillside : PZ25-00003 (ZC)

Dear Commissioners,

I am writing to express my full support for the proposed zone change request to convert two currently residential parcels into designated parking lots. While the applicant is technically a competitor, I believe this is a thoughtful and necessary step that will benefit the broader community, businesses, and visitors alike.

Parking has long been a significant challenge in our area. Formalizing and legalizing this use will bring order and predictability to a function that is already happening informally. By designating these lots for parking, we can help alleviate ongoing congestion and reduce the strain on limited parking infrastructure. This move will also improve the flow of traffic in the surrounding area, minimizing the tendency for drivers to circle residential streets in search of available spaces.

Additionally, improved access to parking will directly support local businesses by enhancing the experience of both visitors and employees. A smoother arrival and parking process contributes significantly to a positive impression and helps foster longer and more enjoyable visits to our community.

Equally important, the rezone ensures that any development on these parcels will be subject to appropriate city standards—meaning safer, more attractive, and better-maintained parking areas with proper lighting, pedestrian access, and drainage. This approach is far more beneficial than leaving the lots in a state of legal ambiguity or underutilization.

In closing, I believe the proposed zone change reflects responsible land use planning and will serve the public interest. I respectfully encourage the Commission to approve the request.

Sincerely,
Wendy Lippman
Wendy Lippman
General Manager and Partner
Tlaquepaque

P.O. BOX 1868, SEDONA, AZ 86339
928.282.4838 | TLAQ.COM

Hillside Sedona Shopping Center
671 AZ-179
Sedona, AZ, 86336
(949) 701-5194
thanrahan@mca-realty.com
8/19/2025

City of Sedona
Community Development Department
102 Roadrunner Drive
Sedona, AZ 86336

Subject: Addendum to Letter of Intent for Zone Change Application (APN 401-19-012 & 401-19-013A)

This addendum reflects revisions and clarifications to the proposed zone change for 62 & 86 Royal Glen Lane based on input received during the Planning and Zoning Commission hearing. These updates are intended to provide additional context and demonstrate our responses to community feedback and technical review.

1. Access Control and Surface Material
In response to concerns that signage alone would not prevent public parking in the gravel lot, we are now proposing a boom lift gate at the entrance. This gate will restrict access to employees only. With the gate in place, we are modifying the surfacing plan to utilize 1/2-inch Jesse Red gravel and recycled fire hose for parking stall demarcation. This solution preserves visual harmony with the surrounding area while eliminating risk of informal patron use. Fire Marshal Riddell has approved this upgrade with a knox switch and a tomar device.

2. Emergency Vehicle Access
The circulation plan has been updated to confirm that the emergency vehicle access route will remain open and fully operational. Existing fire lane signage will be protected in place.

3. RV Parking Signage
All existing RV parking signs will be removed to prevent unintended long-term vehicle storage or overnight use.

4. Delivery Vehicle Access
The circulation plan now includes verified turning movements for SU-30 delivery vehicles, ensuring adequate maneuverability for service access.

5. Parking Area Size
The project information section has been updated to reflect the correct total parking area: 10,525 square feet.

6. Sewer Easement
A 20-foot-wide sewer easement has been added to the plans for the benefit of the City. This will ensure proper access to the existing sewer infrastructure. The omission of this easement in earlier documentation appears to have been an oversight, and we are happy to formalize it as part of this process.

7. Parking Backup Space Adjustment
To improve circulation and ease of maneuvering, the backup space behind the parking stalls has been expanded from 24 feet to 26 feet. This change enhances functionality for employee vehicles and delivery traffic.

8. Neighbor Coordination
We have had productive discussions with both adjacent property owners. Ms. Jackson at 100 Royal Glen Lane proposed the idea of a boom gate at the lot entrance, which we have adopted to restrict public access. The gate will allow uninterrupted access for Ms. Jackson, Mr. Burst, and emergency vehicles at all times.

We also had an in-depth, 75-minute phone call with Mr. Burst and have made significant efforts to address his concerns. In addition to the boom gate, Mr. Burst has requested a second motorized gate at the base of Royal Glen Lane for further separation. However, we believe Ms. Jackson does not support this from prior conversations, and we do not believe it serves a practical purpose, particularly given that Mr. Burst has already installed gates at the top of Royal Glen Lane and the end of Arroyo Sienna Drive. Fire Marshal Riddell has reviewed the proposed design and expressed support for the boom gate at the lot entrance. However, he believes the addition of a second motorized gate at the base of Royal Glen Lane would introduce redundancy and will unnecessarily impede emergency response times.

Mr. Burst has further requested the installation of twelve 25-foot-tall Eldarica Pines, installation of red gravel, and an approximately 80-foot-long, 4-foot-tall red rock wall on his property. Eldarica Pines are not included on the City of Sedona's approved tree list. As a compromise, we are prepared to offer eight younger, code-compliant trees and have no objection to installing red gravel, which is permitted. We believe the request for a 4-foot-tall red rock wall is not commensurate with the scope of this project.

Mr. Burst has also requested the creation of a new ingress/egress easement agreement that includes financial penalties in the event of future obstructions. We believe this request falls outside the scope of this zoning application and is more appropriately addressed through private legal channels, not the City's land use process. That said, we remain committed to improving communication regarding future parking lot maintenance or repairs to avoid any unintended disruption.

While we have worked in good faith to accommodate reasonable neighbor requests, we feel that some of the requests are disproportionate to the project's scope and begin to resemble terms for cooperation rather than solutions for actual impacts.

Conclusion
The proposed zone change from RS-18 to CO for these parcels represents a beneficial and logical adjustment that aligns with community needs and the City's long-term planning objectives. By formalizing the use of

previously disturbed land for parking, we not only resolve existing nonconformity issues but also contribute positively to the local economy and community infrastructure.

We appreciate your time and consideration of this application. Please feel free to contact me at 949-701-5194 or thanrahan@mca-realty.com should you require any additional information.

Sincerely,

Tom Hanrahan
Director of Asset Management
MCA Realty, Inc.

Exhibit A

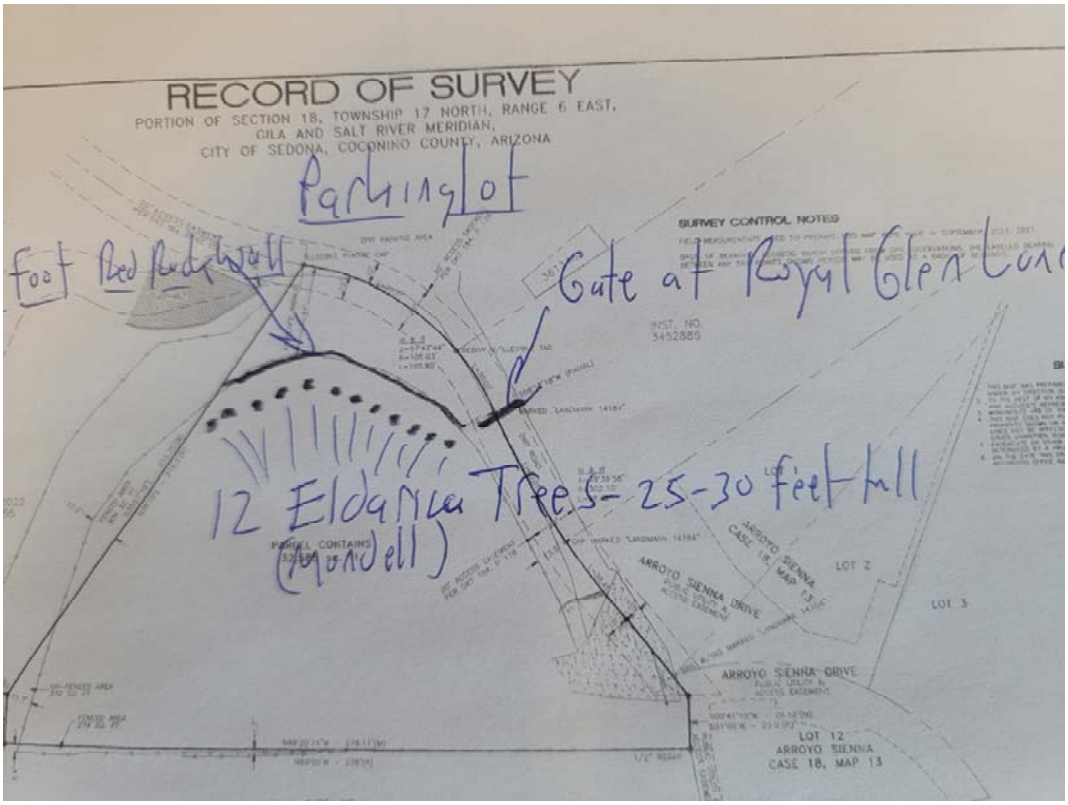

STOP
PRIVATE DRIVEWAY
DO NOT ENTER

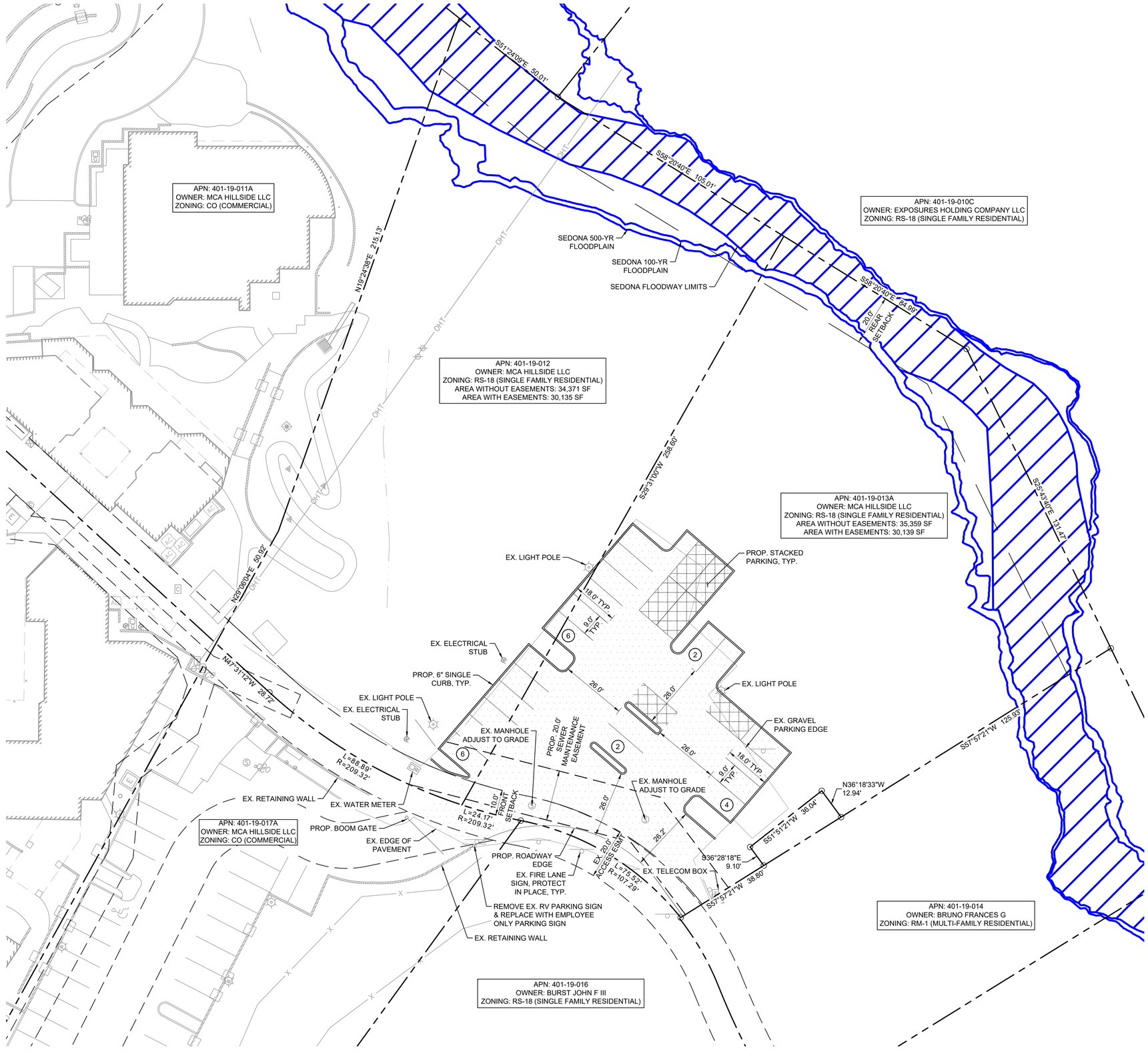

WARNING
24 HOUR VIDEO
SURVEILLANCE


PRIVATE
PROPERTY
NO
TRESPASSING


FIRE
LANE




RECORD OF SURVEY
PORTION OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
CITY OF SEDONA, COCONINO COUNTY, ARIZONA
Parking lot
foot Red Rock Wall
Gate at Royal Glen Lane
12 Eldarica Trees - 25-30 feet tall
(Mondell)
SURVEY CONTROL NOTES
INST. NO. 3452880
ARROYO SIENNA DRIVE
LOT 12
ARROYO SIENNA
CASE 18, MAP 13
LOT 2
LOT 3



OWNER

MCA HILLSIDE LLC
1750 E DEERE AVE
SANTA ANA, CA 92705
TEL NO. (949) 988-7957
CONTACT: TOM HANRAHAN
EMAIL: THANRAHAN@MCA-REALTY.COM

ENGINEER

KIMLEY - HORN AND ASSOCIATES, INC.
101 W GOODWIN ST. SUITE 303
PRESCOTT, AZ 86303
TEL NO. (928) 458-7125
CONTACT: JAMES HUGGINS, PE
EMAIL: JAMES.HUGGINS@KIMLEY-HORN.COM

SURVEYOR

ARIZONA SURVEYING AND MAPPING
2440 W MISSION LANE, SUITE #4
PHOENIX, AZ 85021
TEL NO. (602) 246-9944
CONTACT: LANCE DICKSON, RLS
EMAIL: INFO@ASAM1.COM

PROJECT INFORMATION

ASSESSOR'S PARCEL NUMBER:	401-19-012 & -013A
GROSS ACREAGE:	±1.6 ACRES
EXISTING ZONING:	RS-18
PROPOSED ZONING:	CO, COMMERCIAL
EXISTING LAND USE:	GRAVEL PARKING LOT
PROPOSED LAND USE:	PAVED PARKING LOT
JURISDICTION:	CITY OF SEDONA, AZ
SETBACKS:	
• FRONT:	10'
• SIDE:	10' ABUTTING STREET 20' ABUTTING RESIDENTIAL ZONING
• REAR:	
PROPOSED PARKING:	26 SPACES
PARKING AREA:	10,525 SF

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- PROP. CURB
- PROP. PARKING SPACES
- PROP. GRAVEL
- FLOODWAY LIMITS
- FLOODPLAIN LIMITS
- PROP. STACKED PARKING

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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101 WEST GOODWIN STREET, SUITE 303
PRESCOTT, ARIZONA 86303 (928) 458-7121

SCALE (H): 1"=20'
SCALE (V): N/A
DESIGNED BY: JTH
DRAWN BY: JTH
CHECKED BY: ACB
DATE: AUG 2025

HILLSIDE SEDONA SHOPPING CENTER
PRELIMINARY SITE PLAN
671 SR-179
SEDONA, AZ

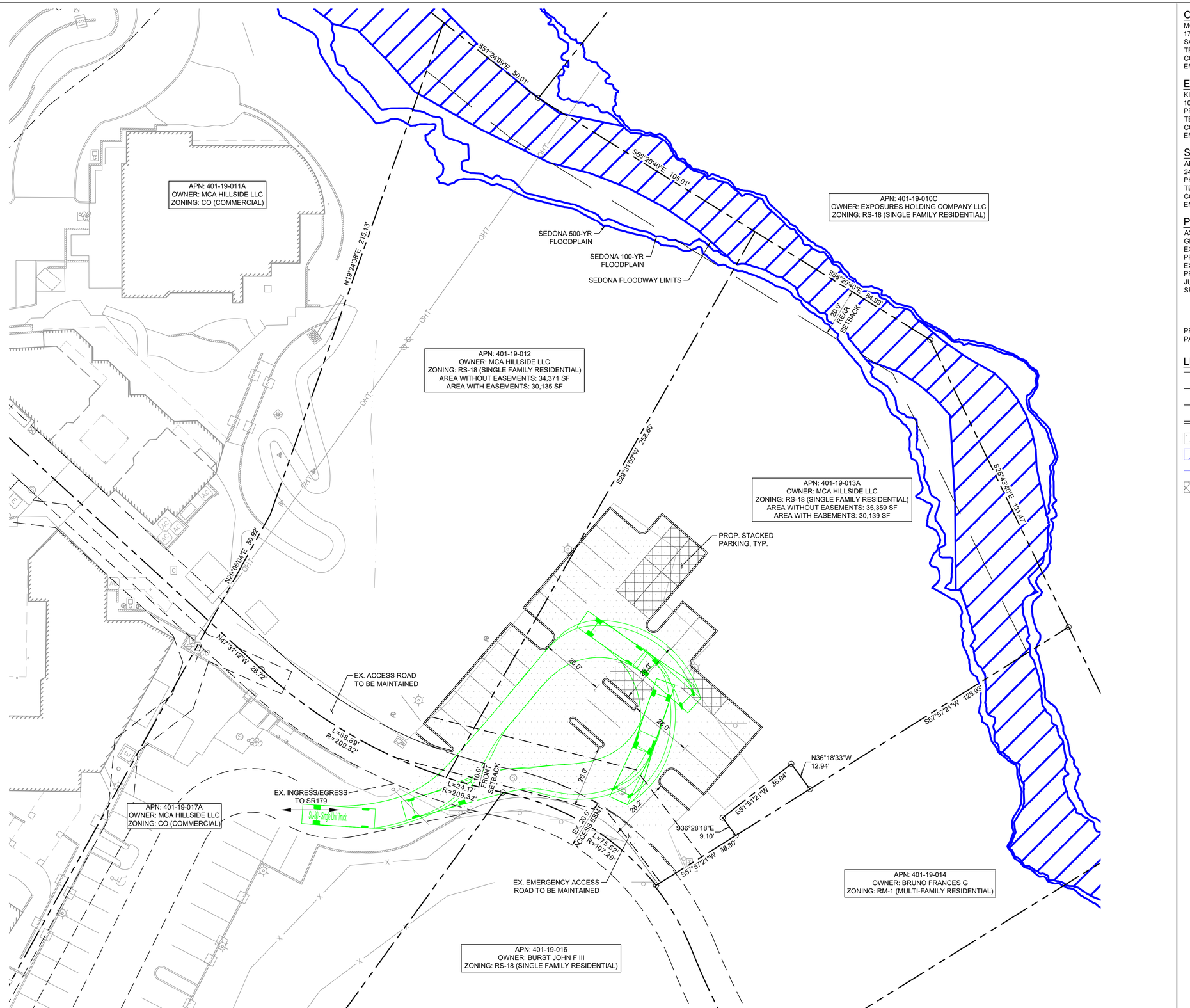
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FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER JAMES HUGGINS
PE NO. 79615 DATE 08/25

PROJECT NO.
292125000

DRAWING NAME
SP01

01 OF 02

K:\PRS_Roadway\292125000 - Hillside Shopping Center\CAD\Exhibits\2025-07-29_Hillside Shopping Center_Site Plan.dwg Aug 11, 2025 Addie.Hopp
XREFS: xTB_GNRL_292125000 xBD xBM-292125000 xTOPO-292125000 xFPLAIN
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OWNER

MCA HILLSIDE LLC
1750 E DEERE AVE
SANTA ANA, CA 92705
TEL NO. (949) 988-7957
CONTACT: TOM HANRAHAN
EMAIL: THANRAHAN@MCA-REALTY.COM

ENGINEER

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- SETBACK LINE
- EASEMENT LINE
- PROP. CURB
- PROP. GRAVEL
- FLOODWAY LIMITS
- FLOODPLAIN LIMITS
- PROP. STACKED PARKING

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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PRESCOTT, ARIZONA 86303 (928) 458-7121

SCALE (H): 1"=20'
SCALE (V): N/A
DESIGNED BY: JTH
DRAWN BY: JTH
CHECKED BY: ACB
DATE: AUG 2025

HILLSIDE SEDONA SHOPPING CENTER
PRELIMINARY SITE CIRCULATION PLAN
671 SR-179
SEDONA, AZ

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER JAMES HUGGINS
PE NO. 79615 DATE 08/25

PROJECT NO.
292125000

DRAWING NAME
SC01

02 OF 02

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XREFS: xTB_GNRL_292125000 xBD xBM_292125000 xTOPO_292125000 xFPLAIN
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CITY COUNCIL AGENDA BILL

AB 3261
September 9, 2025
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction for citizen working group regarding ALPR policies.

Department	City Manager Anette Spickard
Time to Present	5 Minutes
Total Time for Item	25 Minutes
Other Council Meetings	August 13, 2025
Exhibits	None

Finance Approval	Reviewed 08/27/25 BGW
City Attorney Approval	Reviewed 8/28/25 KWC
City Manager's Recommendation	Provide direction on work group formation and purpose ABS 8/28/25

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

SUMMARY STATEMENT

Background:

On August 13, 2025, City Council directed staff to create a citizen working group to recommend policies for a pilot program utilizing an Automated License Plate Reader (ALPR) system in the Sedona Police Department.

The City Manager requests feedback and direction on the proposed charter for the working group outlined below. The purpose of the working group is not to decide whether the city should implement ALPR technology or not, it is to recommend the policies the city should follow for a pilot program if the Council chooses to authorize a pilot program.

Name: Sedona ALPR Policy and Pilot Program working group

Mission for the working group:

Create a pilot program for the responsible, transparent, and equitable use of ALPR technology in our community. The work group serves as an advisory body to the City Manager and Police Chief that reviews and recommends policies related to ALPR systems, with a focus on protecting civil liberties, promoting public trust, and enhancing public safety while upholding privacy, fairness, and accountability.

Goals for the working group

1. Advise on policies for use of ALPR to include:
    a. Data access, control, and security
    b. Data storage and retention period
    c. Data sharing agreements
    d. Anonymization of data where appropriate
    e. Permitted uses
    f. Training requirements
    g. Compliance with federal, state, and local laws and police department policies
    h. Transparency, regular reporting on usage
2. Recommend a pilot program
    a. Duration
    b. Scope
    c. Review of policy compliance
    d. Review of usage and results
    e. Report on findings

Membership

Membership should be comprised of an odd number of stakeholders to ensure no tie votes. The goal would be to attain consensus as much as possible but when that is not possible, a majority opinion will be included in the recommendation. Proposed membership categories are:

1. Neighborhood representative residing in an area proximate to where the cameras are installed
2. Law enforcement representative
3. Legal representative with experience in privacy law or civil rights
4. Business community representative
5. Information Technology representative with experience in data security and data ethics
6. Resident between ages 18 – 25
7. At-large community representative

Timeframe

Advertise for members beginning September 11, 2025

Letters of interest due to City Manager's office by October 10, 2025

Members appointed by October 17, 2025

Four two-hour meetings proposed for October 23, October 30, November 6, November 13

Recommendation presented to Council November 25, 2025

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

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

Alternative(s): The Council can direct staff to delay or cancel the formation of the working group.

MOTION

I move to: Provide feedback on ALPR working group membership, mission, and goals.

CITY COUNCIL AGENDA BILL

AB 3230
September 9, 2025
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action to approve the Arts & Culture Organizations Grants program effective in FY26.

Department	City Manager Anette Spickard Small Grants Program Chair Stephanie Giesbrecht
Time to Present **Total Time for Item**	5 Minutes 15 Minutes
Other Council Meetings	June 24, 2025
Exhibits	A. Draft Arts & Culture Organizations Grant Program application and eligibility criteria B. Community Plan Chapter 3

Finance Approval	Reviewed 08/28/25 BGW
City Attorney Approval	Reviewed 8/28/25 KWC
City Manager's Recommendation	Recommend approval ABS 09/02/25

Expenditure Required	
$	200,000
Amount Budgeted	
$	200,000
Account No. (Description)	10-5245-01-6725 ACOG Program

SUMMARY STATEMENT

Background:

On April 9, 2024 Council received an economic impact report commissioned by the Sedona Arts Center that demonstrated a $500,000 positive economic impact to the City from tourism derived from arts programming in Sedona. During the same meeting, Council received public comment from arts organizations recommending that Council create a mechanism to support arts organizations who are contributing to the local economy and the City's tax revenues. At that time, it was too late in the City budget process for Council to add the program to the FY25 budget. During the Council's December retreat, and later priority setting process for the FY26 budget, Council identified the creation of an Arts & Culture Organizations Grants ("ACOG") program to support arts and culture organizations as a priority. At the subsequent FY26 budget work sessions in May 2025 Council approved setting aside $200,000 to establish the ACOG.

Staff and the Chair of the Small Grants Program presented a draft ACOG program for Council's consideration on June 24, 2025. Council discussed and provided direction to staff to update the program with additional definitions and criteria and return at a future meeting.

The revisions requested by Council were:

1. Include a definition of Arts and Culture.

   Proposed definition: Arts & Culture encompasses the broad spectrum of creative expression, heritage, and community identity that reflects and shapes the human experience. This includes, but is not limited to:

   - Visual Arts (e.g., painting, sculpture, photography, digital media)
   - Performing Arts (e.g., music, dance, theater, spoken word)
   - Literary Arts (e.g., poetry, fiction, storytelling)
   - Traditional and Folk Arts (e.g., crafts, cultural rituals, indigenous practices)
   - Cultural Heritage (e.g., preservation of historic sites, languages, customs, and oral histories)
   - Creative Industries (e.g., design, film, fashion, architecture)
   - Community-Based Arts (e.g., public art, festivals, cultural events that foster civic engagement)

   This definition recognizes both professional and community-based practices, and values diverse cultural expressions.

2. Broaden what the mission of the organization applying for the grant can include.

   Proposed: Arts & Culture is primary focus for programming and services

3. Clarify eligibility criteria for the size of the organization's budget.

   Proposed: $1,000,000 annual budget with regular and/or re-occurring programs throughout the year

4. Ask applicants how they provide a direct benefit to the city, with a definition of what a direct benefit could be.

   Proposed: A direct benefit to the city is providing programming or services to the community that supports the implementation of the Sedona Community Plan and that would otherwise be more costly or impractical for the city to provide with in-house city resources.

5. Ask applicants to define their program's benefit to the community and an estimate of what portion of persons served by their programming are residents vs. visitors. The organization can serve residents and/or visitors and should show how their grant will benefit the community overall.

6. Eligible activities can include festivals.

How does this fit in with the Sedona Community Plan and the current grant programs?

The Sedona Community Plan Chapter 3 (see Exhibit B) sets the specific goal to "Build a strong sense of community and culture". Within the chapter, the Arts & Culture section includes the adopted policy statement 3.9 "Build community through citizen engagement in arts and culture". While the City has traditionally funded arts and culture non-profits through the Small Grants Program, the Community Plan envisions a larger investment in building community through arts & culture organizations as stated in adopted policy statement 3.10 "Expand the City's arts and culture programs and partnerships".

The creation of the ACOG will not negatively impact the existing Community Service Provider agreements, nor the Small Grants Program.

The Small Grants Program currently allocates $350,000 to eligible non-profits using a formula that dedicates 40%, or $140,000, to Arts and Culture organizations. If an organization receives funding from the ACOG they will not be eligible for a small grant award. The Small Grants Program awards for FY26 have been approved by City Council with a contingency award list if a recipient receives an ACOG award.

The City Manager recommends using the existing Small Grants Program evaluation committee to review and recommend awards for the ACOG program. For FY26, the committee would solicit applications in September based on the approved eligibility criteria and would bring forward a recommendation to the Council in November for awards that would be effective for the remainder of the FY26 fiscal year. For FY27 and beyond, the application and review cycle would match the Small Grants Program timelines. If an organization receives funding through the ACOG program for FY26 and has already been approved for a Small Grants award for FY26, they will need to return their small grant. The Small Grants Program committee understands that may occur and will have a contingency recommendation to allocate any returned funds to other qualified recipients in that program.

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

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

Alternative(s): The Council can choose not to establish an Arts & Culture Organizations Grants (ACOG) Program.

MOTION

I move to: approve the formation and eligibility criteria for the Arts & Culture Organizations Grant Program and direct staff to implement the program for FY26.

City of Sedona Support for Arts & Culture Organizations
Application Instructions
Fiscal Year 2025-26

General Information

1. The City of Sedona has allocated $200,000 for FY26 to be awarded to established arts organizations that meet specific criteria. The minimum award will be $50,000 up to a maximum of $100,000.

2. The City is interested in supporting arts and cultural organizations that assist the city with implementing Chapter 3 of the Sedona Community Plan to build a strong sense of community and culture.

3. The definition of Arts & Culture for purposes of this grant program:

   Arts & Culture encompasses the broad spectrum of creative expression, heritage, and community identity that reflects and shapes the human experience. This includes, but is not limited to:

   - Visual Arts (e.g., painting, sculpture, photography, digital media)
   - Performing Arts (e.g., music, dance, theater, spoken word)
   - Literary Arts (e.g., poetry, fiction, storytelling)
   - Traditional and Folk Arts (e.g., crafts, cultural rituals, indigenous practices)
   - Cultural Heritage (e.g., preservation of historic sites, languages, customs, and oral histories)
   - Creative Industries (e.g., design, film, fashion, architecture)
   - Community-Based Arts (e.g., public art, festivals, cultural events that foster civic engagement)

   This definition recognizes both professional and community-based practices, and values diverse cultural expressions.

4. In order to qualify for funding, arts organizations must be able to **document** the following:

- Be a City of Sedona-based 501 (c) 3 non-profit organization in good standing.
- Arts & Culture, as defined above, is primary focus for programming and services.
- Hold event(s) and/or provide programs in Sedona to residents of Sedona.
- May hold event(s) and/or provide programs that attract out-of-town visitors.
- Most recent financial statement demonstrates a minimum of $1,000,000 annual budget.
- Provide regular year-round programming and/or re-occurring programming.
- The direct benefit provided to the city defined as: providing programming or services to the community that supports the implementation of the Sedona Community Plan Chapter 3 and that would otherwise be more costly or impractical for the city to provide with in-house city resources.
- The grant-funded program's benefit to the community and an estimate of what portion of persons served by their programming are residents vs. visitors.

DRAFT

5. Uses of funding may include marketing, programming, supplies, events, festivals and collaborations with other community organizations and businesses that serve both residents and visitors.

6. Grant expenditures are on a fiscal year basis, from July to June.

7. Recipients of funding will be required to report on use of funds, measures of success, and provide an annual review by a licensed CPA of the organization's finances.

8. Recipients of funding will be required to acknowledge City of Sedona support of the organization in marketing materials.

9. Incomplete applications will not be processed.

10. Successful applicants will not be eligible for other City grants in the same fiscal year.

Support for Large Arts & Culture Organizations
Fiscal Year 2025-26

Application date: _____

Organization Name: _____

Physical Address: _____

Mailing Address (if different): _____

Contact Person: _____

Phone #: _____

Email Address: _____

Website Address: _____

Is your organization a City of Sedona-based 501 (c) 3 non-profit organization? Yes__ No__
******Please provide a copy of IRS letter to document tax-exempt status***

Does your organization:

- have arts and culture as its mission? Yes__ No__
- provide programming/hold event(s) primarily in Sedona? Yes__ No__
- provide programming/hold events that attract out-of-town visitors? Yes__ No__
- have an annual budget over $1,000,000 Yes __ No___
- provide year-round or re-occurring programming Yes___No___
- provide direct benefit to implementation of the Sedona Community Plan? Yes___No___
- provide a community benefit? Yes___No___

DRAFT

******Attach documentation for each affirmative item above and describe the proportion of residents served vs. visitors served for the program to be supported by the grant funds.***

Indicate amount currently apportioned in your budget for marketing: _____

Brief description of planned uses for funds: _____

_____

_____

_____

_____

_____

_____

******Attach a projected FY26 organization budget as well as financial statements for your most recently completed fiscal year***

DRAFT

3. Community

Chapter Contents

Community Partnerships.....23
Parks and Public Places 27
Recreation and Events.....29
Arts & Culture.....30
Community Actions.....31

Community Goal

Build a strong sense of community and culture.





Overview

COMMUNITY KEY ISSUES

- The loss in population, including families with children
- The increasing number of vacation rentals in neighborhoods
  - Less people/families living in homes
  - Impacts the city's sense of community
- Community concerns that there are:
  - Not enough opportunities for social interaction
  - Not enough activities for youth, or support for families
  - Diverse but disconnected communities and neighborhoods
  - No central gathering place(s)
  - The impression of many residents that Sedona is being overwhelmed by tourists and the impacts of tourism

SYNOPSIS 2013 - 2023

- City Parks and Recreation
  - Ranger Station Park Master Plan and park construction (to be complete in 2024)
  - Posse Grounds City Park
    - Barbara Antonsen Memorial Pavilion
    - Bike Skills Park
    - Dog park renovations
    - Parking lot for the trailhead shuttle
    - Connector pathway from parking lot
    - Disc golf course and rebuilt bocce court
    - The Hub building becomes City Parks and Recreation multi-purpose community facility
  - Sunset Park
    - Shared-use path connector
    - Shade structures and new playground equipment
- Development of the Citizen Engagement Program
- Established an Arts and Culture Program

Community Partnerships

▶ Policy 3.1 - Facilitate connections between residents, local organizations, schools, and businesses to build a stronger sense of community.

Residents have expressed concern about Sedona losing its sense of community, and have looked to the City to build community. The City's role has been to provide funding for select organizations, however it can also happen by simply providing an online directory connecting residents to local organizations. As the list below shows, there are a lot of community organizations in Sedona and the Verde Valley, and some have struggled since the Pandemic to find volunteers. Collaboration with each other and with the City can help local groups to expand their membership, share resources, and be more effective in fulfilling their missions.

▶ Policy 3.2 - Continue the small grants program, adding to the criteria the importance of building a sense of community and partnerships.

The City of Sedona provides support to local non-profit organizations through a small grants program. To be eligible, the non-profit organization's programs, activities, or events should address the following criteria:

- Advance the Sedona Community Plan recommendations
- Advance the goals of equity and inclusion
- Promote public health, safety, and general welfare
- Directly benefit Sedona residents, their well-being, and prosperity

Sedona Small Grants Program

Building a Sense of Community: Sedona Community Organizations

The following represents the types of groups in Sedona. Note: this is not a comprehensive list of all organizations.

Community/Social
- Adult Community Center
- Community Food Bank
- Elks Lodge
- Humane Society of Sedona
- Rotary (2)
- Northern Arizona Interfaith Council
- Sedona 30
- Sedona Public Library
- Sedona Women
- Sedona XYZ

Environment/Recreation
- Friends of the Forest
- Friends of the Verde River
- Gardens for Humanity
- The Hummingbird Society
- Keep Sedona Beautiful
- Oak Creek Watershed Council
- Red Rock Trail Fund
- Sedona Recycles
- Verde Valley Cyclists Coalition
- The Westerners

Arts/Culture
- Chamber Music Sedona
- Fine Art Museum of Sedona
- Northern Arizona Watercolor Society
- Sedona Arts Center
- Sedona Area Guild of Artists
- Sedona Historical Society
- Sedona International Film Festival
- Sedona Symphony
- Sedona Visual Arts Coalition

Parks and Public Places

▶ Policy 3.3 - Create places where people get together, interact, and share experiences.

Incentivize development projects to include amenities that invite positive social interactions. This can be as simple as adding benches or something more substantial, such as creating a shady courtyard with tables, or an indoor meeting room open for use by local groups. Amenities can be added to an existing site or transform a site.

Building a Sense of Community: Sedona's Community Places

A sampling of public places in Sedona:

- Posse Grounds City Park
- Sunset City Park
- Ranger Station City Park
- The Sedona Library
- The Sedona Arts Center
- Sedona Heritage Museum
- Yavapai College,
- Osher Lifelong Learning Institute

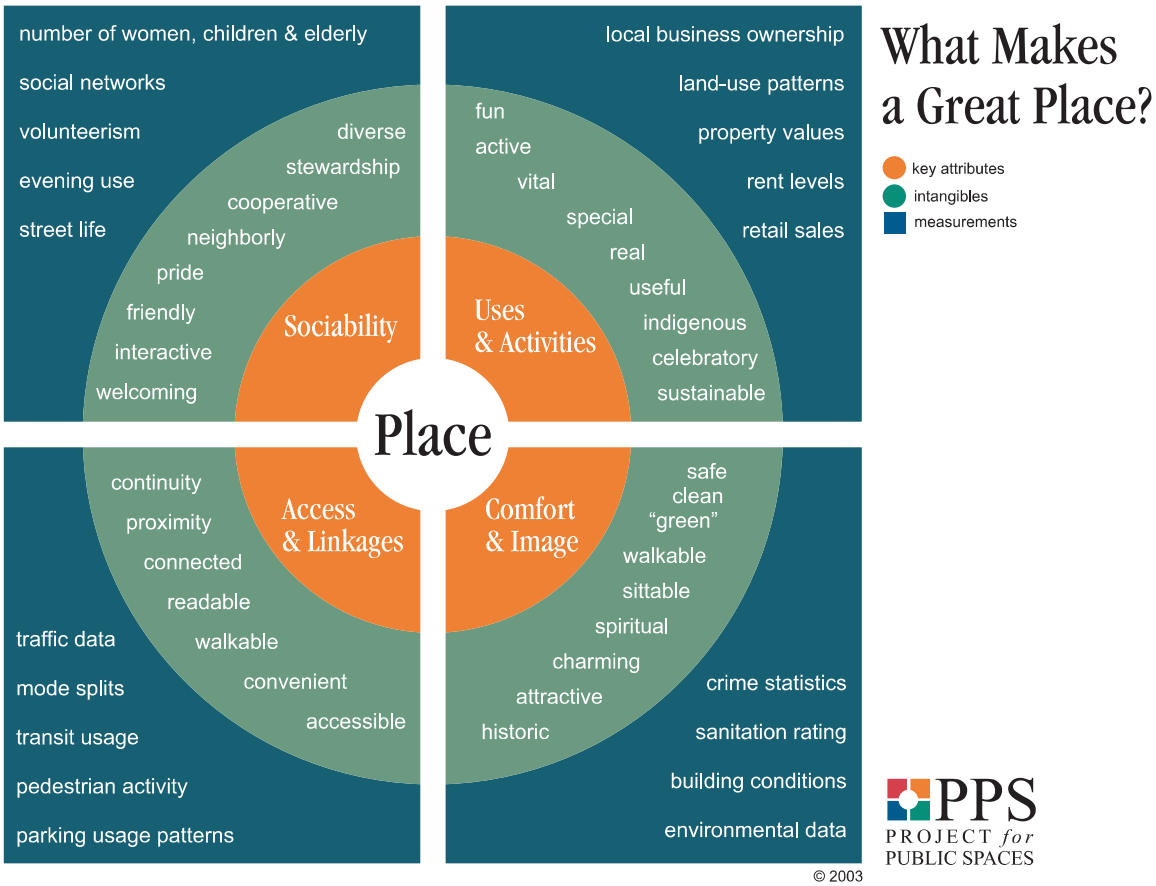


Figure 3.1. How to Create Great Public Spaces

There have been many studies on what makes a place attract people, makes them stay, and return regularly. This can be seen as a menu of ingredients to improve upon or create a place for community.

Source: Project for Public Spaces www.pps.org

▶ Policy 3.4 - Provide a variety of facilities and park amenities that serve Sedona resident's varied interests and abilities.

To be a healthy and active community there should be a variety of accessible places that offer activities for all ages, skills, and abilities. Activities may include pickleball, basketball, mountain biking, and walking, as well as creative arts, music, and learning. Facilities such as parks, the library, and studios can be public places, private venues, non-profit or commercial places.

▶ Policy 3.5 - Ensure that City projects contribute to a sense of community.

Public parks and other projects can help build a sense of community and advance other community goals. It is important for residents that may or may not use the facility to have the opportunity to provide feedback at the earliest stages. This gives park users and other stakeholders a chance to weigh in on the advantages, drawbacks, and alternatives.

Ranger Station Park

The focal points of the park at 250 Brewer Rd. are the original Forest Service Ranger Station house and barn, adapted for use as community meeting spaces. Both buildings are City Historic Landmarks and are on the National Register of Historic Places.

The Park Master Plan objectives reflect Community Plan goals:

- Honor the history
- Build a sense of community
- Create community interactions
- Engage people with healthy and active amenities
- Incorporate art in the park
- Design for a sense of place and sustainability



Recreation and Events



▶ Policy 3.6 - Offer activities, events, and programs that bring people together throughout the year.

These may be public or private events (see examples below) often led by volunteers that not only support, but create and lead events while sharing their talents, interests, and knowledge. For more people to participate, they need to know in advance, and know that they are welcome. This can be through the marketing of events as well as creating an all-inclusive listing on a website, email newsletter, and social media.

▶ Policy 3.7 - Invite and involve everyone that makes this a diverse and interesting community.

Celebrating community diversity is essential to building a sense of community. To make this happen, there needs to be outreach through a variety of media that is in both Spanish and English.

▶ Policy 3.8 - Encourage residents to get involved in activities and events by participating or volunteering.

This should include people of all ages - kids, adults and seniors. Many of the events in town are put on by local organizations that rely on volunteers to plan for and work at festivals and smaller events.

Building a Sense of Community: Community Activities & Events

<u>City Parks and Recreation Activities</u>

Posse Grounds Park Events:

- Ecstatic Dance Thursdays
- Food Truck Festival
- Free to be Me Drumming Sessions
- Red Dirt Concert Series
- Storytime in the Park
- Summer camps for kids
- Yappy Hour with Dogs

Athletic Programs:

- Basketball, volleyball, open gym
- Pickleball
- Swim and tennis lessons
- Ultimate Frisbee
- Youth and adult soccer

Holiday Events for Families:

- Breakfast with Santa
- Celebration of Spring
- Pumpkin Splash
- St Patrick's Day Parade

<u>Community Festivals</u>

- International Film Festival
- Oktoberfest
- Sedona Hummingbird Festival
- Sedona Mountain Bike Festival
- Sedona Wine Festival
- Sedona Yoga Festival

Arts & Culture

▶ Policy 3.9 - Build community through citizen engagement in arts and culture.

There are many organizations in the city that offer classes, workshops, and other educational resources. There are also groups that rely on volunteers, and all could be enhanced or expanded by raising awareness and participation among residents. The following community values highlighted in this Plan are also areas of focus for local organizations.

- Environment
- Arts
- Wellness and recreation
- History
- Sustainability
- Community support

▶ Policy 3.10 - Expand the City's arts and culture programs and partnerships.

The following are examples of potential City programs and partnerships:

- Partnership programs that embrace aging - with arts, cultural, and wellness activities.
- Involve the schools and youth in community events, activities, and programs.
- Sponsor art experiences, either pop-up, temporary, or interactive that highlight local artists - visual, literary, performing arts, and music.

▶ Policy 3.11 - Preserve historic sites and celebrate Sedona's history.

The City Historic Landmark program should continue to grow through the identification of significant sites and encouragement of owners to designate their property as a landmark. The City should also continue to partner with and support the Sedona Historical Society to provide cultural heritage programs, exhibits, and events for the community.



Building a Sense of Community: City Arts & Culture Program

The following is a sampling of programs led by the City Arts & Culture Coordinator:

- Artist in the Classroom
- City Council Moments of Art
- City Hall Art Rotation Exhibits
- Mayor's Arts Awards
- Roundabout Public Art

City Arts and Culture Program

Community Actions

Action C1. Ensure that communication of City information is bilingual, including websites, mailings, social media, emails, and printed materials in Spanish and English.

Action C2. Improve City communications and messaging about opportunities for resident participation by providing online resources that connect residents to local organizations and activities, including the following:

- Directory of local organizations.
- Calendar of all community events and activities
- Volunteer opportunities.

Action C3. Update the criteria of the City's Small Grants Program to fund programs that build community.

Action C4. Develop design guidelines to encourage community oriented features for both public and private development.

Action C5. Improve City procedures to better incorporate Community Plan goals and priorities, public input, and development standards at the planning and design stage of City municipal projects.

Action C6. Expand the capacity of the City's Arts and Culture Program.

Action C7. Renovate The Hub building at Posse Grounds Park to better serve as a multi-purpose community space.

Action C8. Explore the Sedona Performing Arts Center as a community place in partnership with the school district, City, residents, and local organizations to better utilize this venue for arts, culture, and entertainment programs.

Action C9. Develop a master plan for Posse Grounds Park that addresses access to the park, circulation within the park (vehicles, bicycles, and pedestrians), and parking. Consider passive and active recreation, and natural areas. The planning process must involve all park users (organized groups and individuals), the West Sedona School, and other stakeholders.

CITY COUNCIL AGENDA BILL

AB 3253
September 9, 2025
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action for approval of the linking agreement with Musco Sports Lighting, LLC, for the Multi-Use Field lighting for FY26 CIP PR-12 in the amount of $248,025.

Department	Parks & Recreation/Josh Frewin Public Works/Larry Farhat
Time to Present **Total Time for Item**	5 Minutes 15 Minutes
Other Council Meetings	Council Budget Retreat
Exhibits	A. Linking Agreement for Musco Field Lighting

Finance Approval	Reviewed 08/25/25 BGW
City Attorney Approval	Reviewed 8/25/25 KWC
City Manager's Recommendation	Recommend approval ABS 08/27/25

Expenditure Required	
	$ 248,025
Amount Budgeted	
	$ 250,000
Account No. (Description)	CIP projects PR-12, PR-11 Funding will come from PR-12 (Multi-Use Field Lighting) and PR-11 (Sunset Park Playground Structure). Both PR-11 and PR-12 are split between FY26 and FY27. PR-12 will be completed this year, and PR-11 next year.

SUMMARY STATEMENT

Background: This project will add dark-sky compliant lighting to the Multi-Use Field in Posse Grounds Park, the only athletic field in the park without lights. The proposed lighting system will allow the field to be utilized after sunset, addressing a growing need for extended usage hours to accommodate various community activities.

The Multi-Use Field is a vital resource for the Sedona community, supporting youth soccer leagues (AYSO), Sedona Flag Football, ultimate frisbee groups, drop-in adult soccer, events, rentals, and general sports use. Currently, the lack of lighting limits its usability to daylight hours, despite consistent community requests for evening access. Stakeholders such as Sedona AYSO, Sedona Flag Football, a community weekly ultimate frisbee group, and other recreational groups have expressed strong support for adding lights to the field to meet increasing demand.

The lighting system will align with Sedona's commitment to preserving its night skies, following dark-sky compliant standards. The system will integrate with the existing Musco Lighting setup used for the softball field and pickleball courts. These new Musco Lights are LED technology that provide top tier lighting control, with off-site glare and illumination essentially eliminated. This updated technology has been installed elsewhere in Camp Verde with very positive results from neighbors compared to other lighting solutions. Lights will be shielded to minimize light pollution and will operate on a timer system, ensuring they are only active while the field is in use and will automatically turn off at 10:00 PM.

Adding dark-sky compliant field lighting to the multi-use field in Posse Grounds Park.

The multi-use field in Posse Grounds Park is heavily used by youth soccer leagues, adult drop-in soccer, events, rentals, ultimate frisbee, and general sports use. Currently it is the field that does not have lights on it so it is not useable after sunset. There are a lot of community requests for lights on this field to be able to play sports and utilize the field after dark. This comes from AYSO Youth Soccer, Sedona Flag Football Youth Team, Ultimate Frisbee Group, Drop-In Adult Soccer Groups, and more.

Currently our softball field and pickleball lights are run through Musco Lighting timing set-up and would operate the multi-use field in the same capacity where the lights are shielded and follow dark sky compliant regulations, while only being on while the field is in use and turning off at 10pm.

The multi-use field in Posse Grounds Park is heavily used by youth soccer leagues, adult drop-in soccer, events, rentals, ultimate frisbee, and general sports use. The multi-use field is the largest field space in the City, and currently it is the only field in Posse Grounds Park that does not have lights, making it unusable after sunset. The City has received a significant number of community requests for lights on this field to be able to play sports and utilize the field after dark. Numerous requests have come through Parks & Recreation as well as City Council.

Budget and Procurement

The FY26 Capital Improvement Plan (CIP) includes $150,000 for PR-12 (Multi-Use Field Lighting) and $150,000 for PR-11 (Sunset Park Playground Structure). The FY27 CIP includes $150,000 for PR-12 and $200,000 for PR-11.This assumed the two projects would start in FY26 and be complete in FY27. However, after further consideration staff would prefer to complete PR-12 fully in FY26, and PR-11 fully in FY27. Considering this, the proposed contract cost is within the budgeted amount. This consideration includes timing of facility use, timing for construction, etc.

Musco’s proposal under the applicable Sourcewell Cooperative Purchasing Agreement is $248,025. Staff believes the proposal, based on competitive prices, is in line with costs of similar scope. Staff believe the proposal is sound and is reflective of the current cost environment. The Parks and Recreation Department is recommending award for the lighting installation agreement to Musco Sports Lighting, LLC. for the proposed amount.

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

"By replacing existing or installing new lighting systems with *high-efficiency light fixtures*, such as LEDs, the City can reduce energy consumption and operational costs, while also supporting Sedona's climate goals."

"Municipal energy reduction strategies include:
• Converting indoor and outdoor lighting systems to **energy efficient LED technology**
• Implementing smart systems and timers to ensure energy is only used when required"

"As a designated Dark Sky Community, preserving night skies is essential. When improvements are made to City facilities, lighting must follow *dark-sky compliant standards* to reduce glare and light pollution."

"Outdoor lighting upgrades should use shielded, targeted fixtures that minimize off-site illumination and only operate during required hours."

"Smart controls, such as timers and occupancy/use sensors, ensure that lighting and other systems are **only active during periods of community use**, eliminating unnecessary energy consumption."

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

Alternative(s): CIP PR-12 is designated for this purpose. Choosing not to approve the contract would be electing not to install field lighting on Posse Grounds Multi-Use Field and not utilizing CIP PR-12.

MOTION

I move to: approve the linking agreement with Musco Sports Lighting, LLC, in the amount of $248,025 for the field lighting at the Multi-Use Field in Posse Grounds Park utilizing funds from CIP PR-12.

LINKING AGREEMENT
WITH
THE CITY OF SEDONA

THIS LINKING AGREEMENT ("Agreement") is entered into as of this ___ day of _____, 20__ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and **Musco Sports Lighting, LLC**, an Iowa Limited Liability ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 23, 2023 the Sourcewell Cooperative entered into a contract with Contractor to purchase the goods and services described in **Contract 041123 Sports Lighting Solutions with Related Technology, Equipment, and Services** to ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term/Termination.

   A. Term. The initial period of this Agreement is the period from the Effective Date of this Agreement until **June 30, 2026**, 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 Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may

repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.

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.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict.

C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in Exhibit B.

E. Corrections. Contractor 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 Contractor, as applicable to the Scope of

Work.

3. Compensation; Billing.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **$248,025**.

C. Payment. Contractor will submit monthly invoices to the City for goods and/or services rendered and received. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty
(30) days after the date received by City.

D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:

1. Contractor name, address, and contact information;
2. City PO Number;
3. Project name
4. Date of service or delivery;
5. Description of materials or services provided;
6. If materials provided, the quantity delivered and pricing of each unit;
7. If applicable, mileage or travel costs; and
8. Total amount due.

E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

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

G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement requires a written Amendment signed by both parties. If Contractor proceeds without such

written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.

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

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City, or greater coverages as may be required by the Cooperative Purchasing Agreement. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall identify this Contract and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation Insurance:
   Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
   Coverage B: Employer's Liability
   Bodily Injury by accident $1,000,000.00 each accident
   Bodily Injury by disease $1,000,000.00 policy limit
   Bodily Injury by disease $1,000,000.00 each employee

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

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

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

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

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

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

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. 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.

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

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

12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214,

subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsultant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

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

CITY: City of Sedona
Attn: Josh Frewin
102 Roadrunner Drive
Sedona, AZ 86336

Via email: jfrewin@sedonaaz.gov

CONTRACTOR: Musco Sports Lighting, LLC
Attn: Dee Smith
100 1st Avenue West
Oskaloosa, IA 52577

Via email: dee.smith@musco.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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. 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 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.

18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.

20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

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

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date

and year set forth above.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

MUSCO SPORTS LIGHTING, LLC

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

EXHIBIT A
Cooperative Purchasing Agreement

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Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

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administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

EXHIBIT B
Scope of Work

Quote

Date: June 20, 2025

Project: Posse Grounds Park Soccer
Sedona, AZ

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Budget Estimate Price – Materials Delivered to Job Site and Estimated Installation

Soccer Field - 20footcandles $248,025

Bonding and permitting are not included.
Pricing furnished is considered confidential and is valid until August 20, 2025.

Light-Structure System with Total Light Control – TLC for LED™ technology

System Description - Light Structure System
- Precast concrete base with integrated lightning protection
- Galvanized steel poles
- Factory wired, aimed and assembled crossarms and luminaires
- Factory wired and tested remote electrical component enclosures
- Factory assembled wire harnesses

Guaranteed Lighting Performance
- Guaranteed light levels of 20footcandles across the playing field

Control Systems and Services
- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services
- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Notes

Estimate is based on:
- Electrical requirements available per site
- New installation solutions include estimated underground conduit and wire
- Designs to be compliant with IDA Community Friendly Outdoor Sports Lighting program
- Owner is responsible for electrical power at the site, coordination with the utility, and any power company fees.
- Assumes structural based on standard soil conditions of Class 5 soils

Thank you for considering Musco for your lighting needs. Please contact me with any questions or additional details.

Dee Smith
Musco Sports Lighting, LLC
Phone: 480-521-8271
E-mail: dee.smith@musco.com

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Posse Ground Softball

Sedona,AZ

Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1-S4	60'	60'	3	TLC-LED-900	2.64 kW	A
4			12		10.56 kW	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Soccer	10.56 kW	12

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-900	LED 4000K - 70 CRI	880W	104,000	>120,000	>120,000	>120,000	12

Single Luminaire Amperage Draw Chart

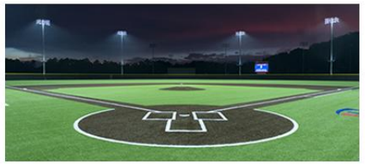
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer	Horizontal Illuminance	21.22	14	28	2.06	1.56	A	12
Soccer Spill @ 3ft.	Horizontal Illuminance	0.0000	0.00	0.00	-	-	A	12
Soccer Spill @ 5ft.	Max Candela Metric	2.7990	0.00	96.10	-	-	A	12
Soccer Spill @ 5ft.	Max Vertical Illuminance Metric	0.0000	0.00	0.00	-	-	A	12
Soccer Spill @ 5ft.	True Max Vert Illuminance Metric	0.0000	0.00	0.00	-	-	A	12

From Hometown to Professional









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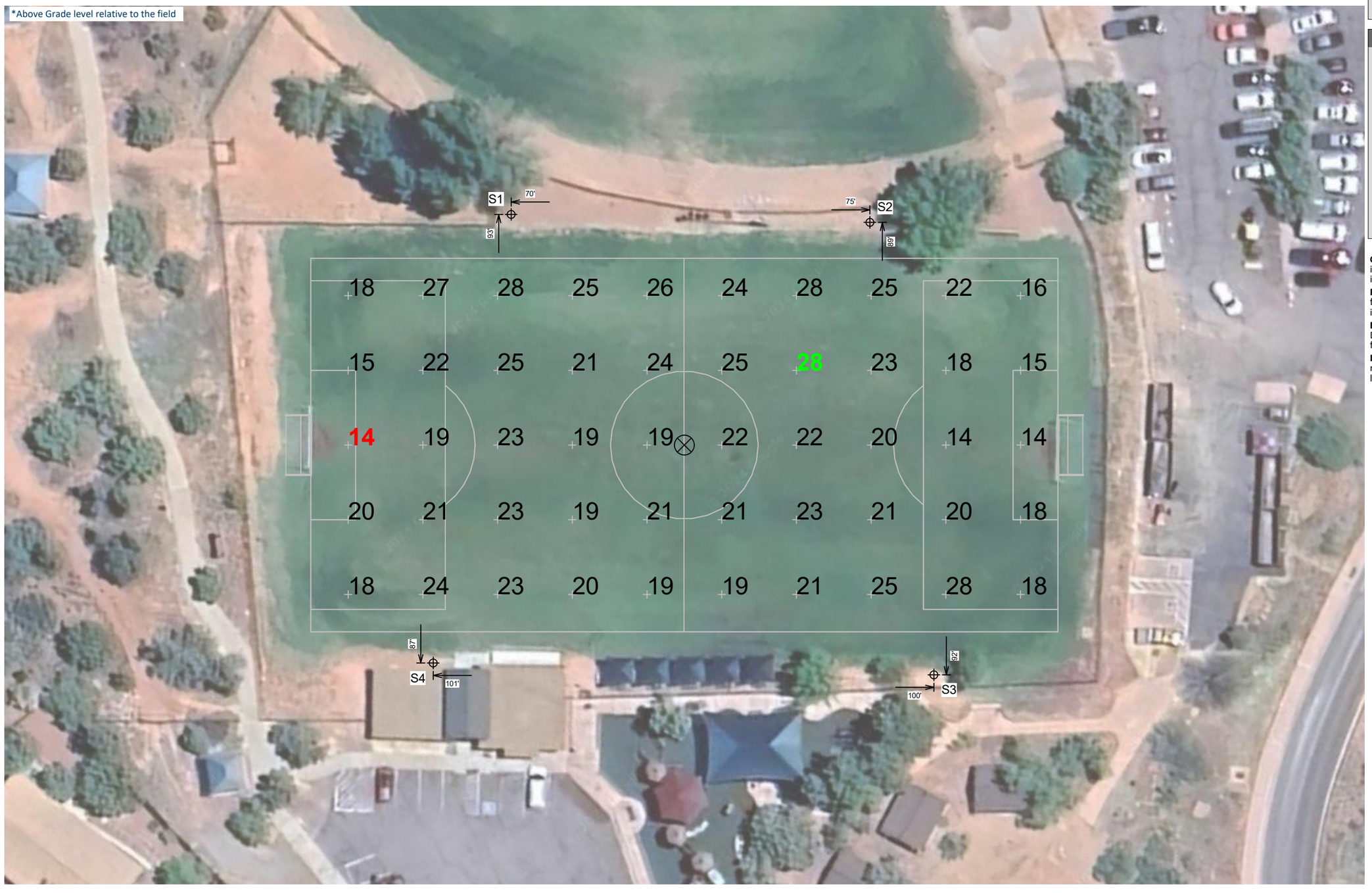
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Posse Ground Softball

Sedona,AZ

Equipment List For Areas Shown								
Pole				**Luminaires**				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	60'	-	60'	TLC-LED-900	3	3	0
4	Totals					12	12	0

*Above Grade level relative to the field



Grid Summary

Name	**Soccer**
Size	300' x 150'
Spacing	30.0'
Height	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average	**20**
Scan Average	21.22
Maximum	28
Minimum	14
Avg/Min	1.56
Guaranteed Max/Min	**4**
Max/Min	2.06
UG (adjacent pts)	1.52
CU	0.83
No. of Points	50
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	**12**
Total Load	10.56 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

ENGINEERED DESIGN By: BeThomps • File #237963B • 06-Nov-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	60'	-	60'	TLC-LED-900	3	3	0
4	Totals					12	12	0

*Above Grade level relative to the field



Posse Ground Softball

Sedona,AZ

Grid Summary

Name	**Soccer Spill @ 5ft.**
Spacing	30.0'
Height	5.0' above grade

Illumination Summary

INITIAL CANDELA (PER FIXTURE)

	Entire Grid
Scan Average	**2.7990**
Maximum	96.10
Minimum	0.00
CU	0.00
No. of Points	62
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	**12**
Total Load	10.56 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80

0' 80' 160'

ENGINEERED DESIGN By: BeThomps • File #237963B • 06-Nov-24

Pole location(s) dimensions are relative to 0,0 reference point(s)

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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	60'	-	60'	TLC-LED-900	3	3	0
4	Totals					12	12	0

*Above Grade level relative to the field



Posse Ground Softball

Sedona,AZ

Grid Summary

Name	**Soccer Spill @ 5ft.**
Spacing	30.0'
Height	5.0' above grade

Illumination Summary

	INITIAL MAX VERTICAL FOOTCANDLES
	Entire Grid
Scan Average	**0.0000**
Maximum	0.00
Minimum	0.00
CU	0.00
No. of Points	62
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	**12**
Total Load	10.56 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80

0' 80' 160'

ENGINEERED DESIGN By: BeThomps • File #237963B • 06-Nov-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Posse Ground Softball

Sedona,AZ

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	60'	-	60'	TLC-LED-900	3	3	0
4	Totals					12	12	0

*Above Grade level relative to the field



SCALE IN FEET 1 : 80

0' 80' 160'

ENGINEERED DESIGN By: BeThomps • File #237963B • 06-Nov-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Grid Summary

Name	**Soccer Spill @ 3ft.**
Spacing	30.0'
Height	3.0' above grade

Illumination Summary

	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average	**0.0000**
Maximum	0.00
Minimum	0.00
CU	0.00
No. of Points	62
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	**12**
Total Load	10.56 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Posse Ground Softball

Sedona,AZ

Equipment Layout

INCLUDES:
· Soccer

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
4	S1-S4	60'	-	60'	TLC-LED-900	3
4	Totals					12

SCALE IN FEET 1 : 60

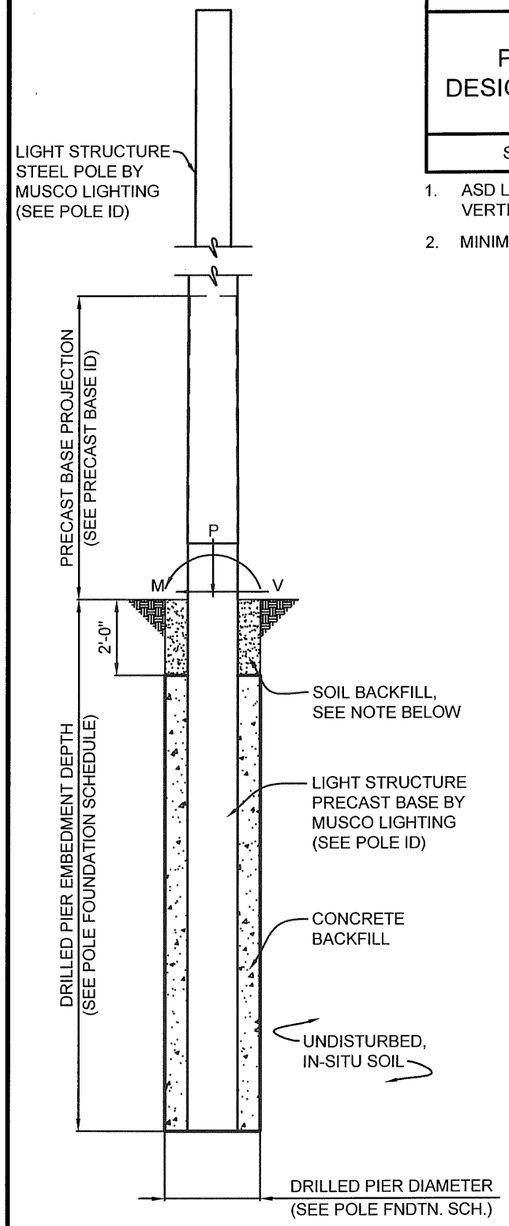
0' 60' 120'

ENGINEERED DESIGN By: BeThomps • File #237963B • 06-Nov-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

musco Lighting
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POLE FOUNDATION ELEV.

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 5 (TABLE 1806.2) OR BETTER. COMPACTION, 95% FOR COHESIVE SOIL AND 98% FOR A COHESIONLESS SOIL BASED UPON STANDARD PROCTOR TESTING (ASTM D698).

POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES (1.)			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD^3 (2.)
S1 - S4	25,730	687	931	30	10'-0"	1.3

1. ASD LOAD COMBINATION D + 0.6W.
   VERTICAL FORCE IS WEIGHT OF DRESSED POLE (DOES NOT INCLUDE PRECAST BASE WEIGHT).
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
2B	1,690 LBS	17'-3"	7'-3"	10'-0"	12.00"

POLE IDENTIFICATION

POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT^2)
S1 - S4	LSS60AA	2B	3 (3)	6.9

DESIGN NOTES

DESIGN PARAMETERS:
WIND: V = 105 MPH, V_{asd} = 81 MPH (EXPOSURE C, RISK CATEGORY II) PER INTERNATIONAL BUILDING CODE, 2018 EDITION (ASCE 7-16). DESIGN WIND PARAMETERS ARE AS NOTED, ACTUAL EXPOSURE MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

GEOTECHNICAL PARAMETERS:
ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF OR SKIN FRICTION: 250 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE:
100 PSF/FT (GRADE TO -2'-0"); 200 PSF/FT (BELOW -2'-0")
IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 5 & SECTION 1806.3.4.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION.

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION, ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.



Expires 06/30/2026

POSSE GROUNDS
SOCCER
FIELD LIGHTING
SEDONA, AZ

musco Lighting
CORPORATE: 100 1st AVE WEST
OSKALOOSA, IA 52577
(800) 825-6020

SEPC OF IOWA, INC.
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50158
PHONE NUMBER: 641-752-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE: POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES: SCAN #237963B

PROJECT NUMBER 237963

DATE 17 JUNE 2025

DRAWING NUMBER C1
OF ONE

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CITY COUNCIL AGENDA BILL

AB 3066
September 9, 2025
Regular Business

Agenda Item: 8e
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 8/22/25 BGW
City Attorney Approval	Reviewed 8/25/25 KWC
City Manager's Recommendation	Reviewed 8/22/25 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
9/23/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Approval of National Constitution Week Proclamation, September 17-23, 2025.	Consent	Jablow/Ploog	NA
				AB 3101 Approval of Renewal of Home Energy Retrofit Project agreement with CozyHome LLC for up to $90,000.	Consent	Beck	NA
				AB 3263 AB 3263 Approval of Resolution for City's application and for the U.S. Forest Service's Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program application for the Broken Arrow Trailhead Redesign Project .	Consent	Harris/Wagner	NA
				National Constitution Week Proclamation, September 17-23, 2025.	Proclamations	Jablow/Ploog	5 min
				AB 3264 Discussion/possible action regarding the proposed contract amendment for Dig Studio Inc. with a cost increase of $106,921 for the continued consulting services for the Western Gateway Master Plan.	Regular	Mertes	5 min
				AB 3265 Discussion and possible action for the Public Works department to apply for the Rural & Tribal Assistance Pilot Program (RTA) grant.	Regular	Kamarata/Harris	15 min
				AB 3262 Discussion/possible direction regarding AZ Water Company Rates and the city's Franchise Fee.	Regular	Browne	60 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
9/24/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3135 Discussion/possible action regarding the Sedona in Motion transportation program.	Special	Harris	120 min
10/14/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3266 Approval of an Intergovernmental Agreement (IGA) with Northern Arizona University to conduct a Request for Proposal (RFP) to procure clean energy through an offsite energy project.	Consent	Beck	N/A

				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 3258 Discussion/possible action regarding approval of an Ordinance amending Chapter 5.25 Short-Term Rental Regulation.	Regular	Cook/Arthur	30 min
				AB 3257 Discussion and possible action regarding a tourism update including initial results of the summer marketing campaign, destination marketing campaign contingency funding strategies, the winter marketing campaign plan, and a contract amendment for DVA in an amount not to exceed $350,000 for marketing services.	Regular	Browne	90 min
				Tentative Sister City follow up	Regular	Spickard	45 min
10/15/2025	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	2 hours
10/28/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
10/29/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3232 Presentation/discussion by Arizona Water Company and City staff regarding water conservation initiatives.	Special	Beck	60 min
				AB 3241 Presentation/discussion by Coconino County Criminal Justice Coordinating Council regarding their community services and initiatives.	Special	Spickard	1 hour
11/11/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/12/2025	Wednesday	3:00 p.m.	Special Meeting				

11/25/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Citizen's Academy participants, certificate presentation.	Recognition	Hall	15 min
				AB 3260 Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.	Regular	Cook/Garner	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	15 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/26/2025	Wednesday	3:00 p.m.	Special Meeting				
12/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of $XXXXXXX.	Regular	Phillips	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
12/10/2025	Wednesday	3:00 p.m.	Special Meeting				