AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, OCTOBER 24, 2023

NOTES:

- Public Forum:
  Comments are generally limited to **3 minutes**.
- Consent Items:
  Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/ microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - October 4, 2023 City Council Special Meeting - Executive Session.
b. Minutes - October 5, 2023 City Council Special Meeting - Executive Session.
c. Minutes - October 10, 2023 City Council Special Meeting - Executive Session.
d. Minutes - October 10, 2023 City Council Regular Meeting.
e. Minutes - October 11, 2023 City Council Special Meeting.
f. Minutes - October 12, 2023 City Council Special Meeting - Executive Session.
g. AB 3002 Approval of a Resolution and update to Ordinances pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs), and Floodplain Management Ordinance for Yavapai and Coconino County.
h. AB 3006 Approval of a grant Agreement and Consent form between the City of Sedona and AZ Dept Homeland Security (AZDOHS) for the Cybersecurity Grant Program.
i. AB 3007 Approval of a Resolution approving a Settlement Agreement with Stephanie K. Penman and M.S. Penman, trustees of the Stephanie K. Penman Living Trust, to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Stephanie K. Penman Living Trust, et al., Coconino County Superior Court Case No. CV202200079.

4. APPOINTMENTS

a. AB 3003 **Discussion/possible action** regarding the appointment of Tourism Advisory Board members.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

a. **Report** regarding Council assignments.
b. AB 3005 **Public hearing/discussion/possible action** regarding a Resolution and Ordinance adopting revisions to the Sedona Land Development Code Section 5.3 (Grading and Drainage) and Section 3.4 (Accessory Use Section). Case Number: PZ23-00006 (LDC) Applicant: City of Sedona.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Page 2, City Council Meeting Agenda Continued

c. AB 3008 **Presentation/discussion/possible action** on award of a construction contract for the PR-03C Improvements, Build-Out Ranger Station Park – Landscape Contract in an amount not-to-exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office.

d. AB 3011 **Discussion/possible action** regarding award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three (3) additional one (1) year terms.

e. AB 3012 **Discussion/possible action** regarding approval of award RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not- to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first.

f. AB 2719 **Presentation/discussion** regarding the status of the Community Plan update planning process.

g. **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: 10/19/23

By: DJ

_____
JoAnne Cook, CMC, City Clerk

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

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting. NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

Action Minutes
Special City Council Meeting – Executive Session
102 Sedona City Hall, Sedona, Arizona
Wednesday, October 4, 2023, 10:00 a.m.

1. Call to Order

Mayor Jablow called the meeting to order at 10:14 a.m. Meeting delayed by 14 minutes to due technical difficulties with Teams.

2. Roll Call

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

Staff Present: City Clerk JoAnne Cook and Deputy City Clerk Marcy Garner.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 10:15 a.m. Seconded by Councilor Dunn. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Entered executive session for item 3a at 10:15 a.m.

Marcy Garner gave the admonition.

> 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. **Discussion/consideration** regarding the employment, assignment, and appointment of Tourism Advisory Board applicants including interview of the following applicants. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Kerry Kemp began his interview at 10:16 a.m. He answered questions and follow-up questions from Council. Concluded at 11:01 a.m.

Break at 10:50 a.m. Reconvened at 11:08 a.m.

Alisha (Ali) Hansen entered at 11:08 a.m. for her interview. She answered questions and follow-up questions from Council. Concluded at 11:54 a.m.

Break at 11:54 p.m. Reconvened at 1:00 p.m.

Althea Johnson entered at 1:00 p.m. for her interview. She answered questions and follow-up questions from Council. Concluded at 1:47 p.m.

Break at 1:47 p.m. Reconvened at 2:04 p.m.

Craig Swanson began his interview via teleconference at 2:04 p.m. He answered questions and follow-up questions from Council. Concluded at 2:50 p.m.

Break at 2:50 p.m. Reconvened at 3:00 p.m.

Motion: Councilor Fultz moved to return to open session at 3:00 p.m. Seconded by Councilor Williamson. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Return to open session at 3:00 p.m.

Nick Sivek began his interview at 3:01 p.m. He answered questions and follow-up questions from Council. Concluded at 3:46 p.m.

Break at 3:46 p.m. Reconvened at 4:00 p.m.

Steve Segner began his interview at 4:00 p.m. He answered questions and follow-up questions from Council. Concluded at 4:45 p.m.

Break at 4:41 p.m. Reconvened at 5:00 p.m.

Bernadette Carrol began her interview at 5:00 p.m. She answered questions and follow-up questions from Council. Concluded at 5:43 p.m.

Motion: Mayor Jablow moved to enter into Executive Session at 5:43 p.m. Seconded by Vice Mayor Ploog. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella and Williamson) and zero (0) opposed.

Entered executive session for item 3a at 5:49 p.m.

Marcy Garner gave the admonition.

Council discussion of the next steps of the selection process.

Motion: Councilor Fultz moved to return to open session at 6:12 p.m. Seconded by Councilor Williamson. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

b. Return to open session at 6:14 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 6:16 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 4, 2023.

_____ _____

Marcy Garner, Deputy City Clerk Date

Action Minutes
Special City Council Meeting – Executive Session
102 Sedona City Hall, Sedona, Arizona
Thursday, October 5, 2023, 10:00 a.m.

1. Call to Order

Mayor Jablow called the meeting to order at 10:00 a.m.

2. Roll Call

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

Staff Present: City Clerk JoAnne Cook and Deputy City Clerk Marcy Garner.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 10:03 a.m. Seconded by Councilor Fultz. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella and Williamson) and zero (0) opposed.

Entered executive session for item 3a at 10:03 a.m.

Marcy Garner gave the admonition.

> 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. **Discussion/consideration** regarding the employment, assignment, and appointment of Tourism Advisory Board applicants including interview of the following applicants. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

David Price began his interview at 10:03 a.m. He answered questions and follow-up questions from Council. Concluded at 11:51 a.m.

Break at 11:01 a.m. Reconvened at 12:00 p.m.

Stuart Zimmerman began his interview at 12:00 p.m. He answered questions and follow-up questions from Council. Concluded at 12:50 p.m.

Break at 12:50 p.m. Reconvened at 1:00 p.m.

Richard Kepple entered at 1:00 p.m. for his interview. He answered questions and follow-up questions from Council. Concluded at 1:47 p.m.

Break at 1:47 p.m. Reconvened at 2:00 p.m.

Mark TenBroek began his interview via Teams at 2:00 p.m. He answered questions and follow-up questions from Council. Concluded at 2:45 p.m.

Break at 2:45 p.m. Reconvened at 3:00 p.m.

Frances Riemer began her interview at 3:00 p.m. She answered questions and follow-up questions from Council. Concluded at 3:48 p.m.

Break at 3:48 p.m. Reconvened at 4:06 p.m.

Renne Taylor arrived and began her interview at 4:06 p.m. She answered questions and follow-up questions from Council. Concluded at 4:56 p.m.

Break at 4:56 p.m. Reconvened at 5:03 p.m.

Andrea Christelle began her interview at 5:03 p.m. She answered questions and follow-up questions from Council. Concluded at 5:49 p.m.

Motion: Councilor Williamson moved to return to open session at 5:50 p.m. Seconded by Councilor Fultz. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella and Williamson) and zero (0) opposed.

b. Return to open session at 5:51 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 5:51 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 5, 2023.

_____ _____

Marcy Garner, Deputy City Clerk Date

Action Minutes
Special City Council Meeting
Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 10, 2023, 2:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 2:05 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Councilor Jessica Williamson arrived at the meeting at 2:08 p.m. Councilor Pete Furman arrived at the meeting at 2:29 p.m.

Staff Present item: Kurt Christianson and City Clerk JoAnne Cook. Judge Schlegel entered the meeting at 3:04 p.m.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session regarding 3a at 2:01 p.m. Seconded by Vice Mayor Ploog. Motion carried unanimously with five (5) in favor (Jablow, Ploog, Dunn, Fultz, and Kinsella) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. Discussion and consideration of the judicial annual evaluation and other terms of employment of City Magistrate Paul Schlegel including expectations and goal setting. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Councilor Jessica Williamson arrived at the meeting at 2:08 p.m.

Councilor Pete Furman arrived at the meeting at 2:29 p.m.

Kurt Christianson left the meeting at 3:04 p.m.

Judge Schlegel entered the meeting at 3:04 p.m.

Judge Schlegel left the meeting at 3:33 p.m.

Kurt Christianson re-entered the meeting at 3:33 p.m.

b. Discussion and consultation with the City Attorney for legal advice and to consider the City's position regarding pending litigation and settlement discussion in Jablow v. Evans. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

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

Reconvened in open session at 4:01 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:04 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 10, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 10, 2023, 4:30 p.m.

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

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

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Pete Furman entered the meeting at 4:43 p.m.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Arts Coordinator Nancy Lattanzi, Accounting Supervisor Renee Stanley, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi stated that October is National Arts Month. She introduced the founder of the Sedona Ballet, Winnie Munich and the acclaimed Composer, Singer and Lyricist, Christel Veraart. A video was played of *The Nutcracker* that showcased local students. A video was played with accomplishments and upcoming projects of the Sedona Ballet. A video was played that celebrated the arts and showcased some of Amy Ernst's artwork in the film *Merope* while Christel Veraart sang Gilio Caccini's *Ave Maria*.

Councilor Furman entered the meeting at 4:43 p.m.

3. Consent Items

a. Minutes - September 26, 2023 City Council Regular Meeting.
b. Minutes - September 27, 2023 City Council Special Meeting.
c. Minutes - September 28, 2023 City Council Special Meeting - Executive Session.
d. Approval of Domestic Violence Awareness Month Proclamation, October 2023.
e. Approval of the 25th Anniversary of the Sedona Heritage Museum Proclamation, October 18, 2023.
f. Approval of Sedona Mitvah Day Proclamation, October 29, 2023.
g. Approval of Sedona Kindness Day Proclamation, November 13, 2023.
h. AB 2999 Approval for award of a Professional Services Contract with Sunrise Engineering, Inc. in an amount not-to-exceed $139,500 for design of the WWRP UV Upgrades.
i. AB 3001 Approval of Resolutions stating the salary equivalency and the number of authorized positions for reserve police officers and establishing a salary equivalent for purposes of computing workers' compensation insurance premium and compensation benefits for volunteers.
j. AB 3004 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company

Liquor License located at 70 Dry Creek Road Sedona, AZ (File #20557580).

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

4. Appointments – None.

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

Vice Mayor Ploog advised there will be three events this Saturday at Posse Ground Park, 1) Free to Be Me Drumming starting at 12:00 p.m., 2) Pumpkin Splash starting at 2:00 p.m., and 3) Octoberfest starting at 3:00 p.m. She said tickets for the Pumkin Splash can be purchased online at www.sedonaaz.gov. Registration is open for Grasshopper Youth Basketball League for students in 1st-8th grade. The Uptown Trick or Treat Event is Tuesday, October 31 from 5:00-8:00 p.m. Councilor Dunn gave an update on the work of the Greater Sedona Recreational Collaboration. Mayor Jablow advised that prior city mayor Dick Ellis' passed and stated there will be a service on October 15, 2023 at 2:30 p.m. at the Sedona Creative Center.

6. Public Forum

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

John Martinez, Sedona, spoke regarding the Sedona Symphony and the art of music and stated the first concert will be on Sunday at the Sedona Performing Arts Center at 2:30 p.m. He introduced Artistic Director Jana Hymes. Jana expressed her excitement about the programming of the orchestra and her plans for bringing the orchestra to the forefront of the community. She invited all to attend the upcoming concert on Sunday and thanked Council for their warm welcome.

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

7. Proclamations, Recognitions & Awards

a. Domestic Violence Awareness Month, October 2023.

Mayor Jablow presented the proclamation to Executive Director of the Verde Valley Sanctuary Jesse Johnson. Jesse thanked Council for their support. Vice Mayor congratulated the Sanctuary on their 30th anniversary.

b. 25th Anniversary of the Sedona Heritage Museum, October 18, 2023

Vice Mayor Ploog presented the proclamation to Sedona Heritage Museum Director Nate Meyers. Nate thanked Council for their support on behalf of board members, volunteers, and staff.

c. Sedona Mitvah Day, October 29, 2023.

Councilor Kinsella presented the proclamation to Rabbi Alicia Magal and Bea Hanks. Rabbi Alicia Magal thanked Council for their support.

d. Sedona Kindness Day, November 13, 2023.

Councilor Dunn presented the proclamation to Jawn McKinnley. Jawn thanked Council for their support.

8. Regular Business

a. Reports/discussion regarding Council assignments.

Councilor Furman reported that the Director of the Arizona Department of Water Resources, Ron Doba, was named by the Arizona Capitol Times' one of their Leaders of the Year.

b. AB 2991 Discussion/possible direction on the work program and accomplishments to date regarding the creation of a tourism bureau and the City's new role as Sedona's official destination management and marketing organization.

Presentation by Karen Osburn and Kurt Christianson.

Questions and comments from Council.

By majority consensus, Council agreed to the changes in the Draft Rules and Procedures as amended during the meeting.

c. Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow advised there will be a Council meeting this Wednesday and Thursday.

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.

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 5:59 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 10, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, October 11, 2023, 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 joined via Teams, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Andy Dickey Attorney Kurt Christianson, Director of Financial Services Cherie White, Accounting Supervisor Renee Stanley, City Clerk JoAnne Cook, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 2978 Discussion/possible direction regarding investment strategies, including possible ESG investment principles.

Presentation by Cherie White, Senior Managing Consultant Annette Gaston, and Senior Analyst Sarah Walsh.

Questions and comments from Council.

b. Discussion/possible action regarding future meetings/agenda items.

4. Executive Session

If an Executive Session is necessary, it will be held at Sedona City Hall, 102 Roadrunner Drive. 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.**

By majority consensus, Council directed staff not to move forward with the ESG.

Adjournment

Mayor Jablow adjourned the meeting at 5:16 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 11, 2023.

_____ _____
Marcy Garner, Deputy City Clerk Date

Action Minutes
Special City Council Meeting
Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Thursday, October 12, 2023, 1:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 1:01 p.m.

2. Roll Call

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

Staff Present item: City Manager Karen Osburn, City Attorney Kurt Christianson and Deputy Clerk Marcy Garner.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 1:03 p.m. Seconded by Vice Mayor Ploog. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. Discussion and consideration regarding the employment, assignment, and appointment of Tourism Advisory Board applicants. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

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

Council discussed and selected the eleven members of the Tourism Advisory Board. Term lengths were determined and the Chair and Vice Chair were selected.

Reconvened in open session at 2:31 p.m.

Mayor Jablow advised the Deputy City Clerk will notify the applicants on Tuesday, October 16, 2023. Official announcement will be made at next City Council meeting which is October 24th.

Vice Mayor Ploog commented that it was a difficult decision and thanked all of the well qualified applicants.

4. Adjournment

Mayor Jablow adjourned the meeting at 2:32 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 12, 2023.

_____ _____

Marcy Garner, Deputy City Clerk Date

Agenda Item: 3g
Proposed Action & Subject: Approval of a Resolution and update to Ordinances pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs), and Floodplain Management Ordinance for Yavapai and Coconino County.

Department	Public Works
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	August 10, 2010, September 26, 2006
Exhibits	A. Letter from FEMA B. City of Sedona Resolution C. City of Sedona Ordinance – Yavapai County D. City of Sedona Ordinance – Coconino County

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve updates to Ordinances pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs), and Floodplain Management Ordinance (Ordinance) for Yavapai and Coconino County.

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

SUMMARY STATEMENT

Background:

In 1968, Congress passed the National Flood Insurance Act to correct some of the shortcomings of the traditional flood control and flood relief programs. The act created the National Flood Insurance Program (NFIP) to:

a) Transfer the costs of private property flood losses from the taxpayers to floodplain property owners through flood insurance premiums.

b) Provide floodplain residents and property owners with financial aid after floods, especially smaller floods that do not warrant federal disaster aid.

c) Guide development away from flood hazard areas.

d) Require that new and substantially improved buildings be constructed in ways that would minimize or prevent damage in a flood.

The City is required to provide to FEMA by February 8, 2024 a resolution adopting the two-updated City of Sedona Ordinances. One is the Yavapai County Floodplain Management Ordinance (for portions of the City within Yavapai County), and the other is the Coconino County Floodplain Management Ordinance (for portions of the City within Coconino County). The purpose of these new Floodplain Management ordinances and resolution is to update our existing Floodplain Management ordinances and resolutions that were passed and adopted by the Mayor and Council on September 26, 2006. Approval of these ordinances and resolution will ensure that our community meets the current requirements of the NFIP. The City of Sedona would ultimately face suspension from the NFIP without having these ordinances and resolution.

These ordinances and resolution were arranged and prepared using the Arizona Model Floodplain Management Ordinance, which was developed jointly by FEMA Region IX and the Arizona Department of Water Resources staff as well as the City Attorney's office.

Pursuant to SCC 2.25.040, approving the proposed ordinances does not require two meetings as they are only updates to existing ordinances and are not new.

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

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

Alternative(s):

The City of Sedona could not pass the ordinances and resolution. However, the City of Sedona will ultimately face suspension from the NFIP without having these ordinances and resolution. Sedona will face the following sanctions if suspended:

a) No resident would be able to purchase a flood insurance policy.

b) Existing flood insurance policies would not be renewed.

c) Federal grants and loans would not be available for development in identified flood hazard areas.

d) Properties in identified flood hazard areas would not be eligible for Federal disaster relief for damage caused by floods.

MOTION

I move to: approve Resolution 2023- _____ establishing as a public record those certain documents filed with the Sedona City Clerk and entitled "Floodplain Management Criteria [44

CFR 60.3]", Flood Insurance Rate Maps (FIRMs)", and "Flood Insurance Study (FIS)", as prepared by the Federal Emergency Management Agency (FEMA).

I move to: adopt Ordinance No. 2023-___ an ordinance of the Mayor and Council of the City of Sedona, Arizona pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs) and Floodplain Management Ordinance (Ordinance); abrogation and greater restrictions; severability; and providing for penalties within Yavapai County.

I move to: adopt Ordinance No. 2023-___ an ordinance of the Mayor and Council of the City of Sedona, Arizona pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs) and Floodplain Management Ordinance (Ordinance); abrogation and greater restrictions; severability; and providing for penalties within Coconino County.

Federal Emergency Management Agency

Washington, D.C. 20472

August 8, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Scott Jablow
Mayor, City of Sedona
City Hall
102 Roadrunner Drive
Sedona, AZ 86336

Community Name: City of Sedona, Yavapai County, Arizona
Community No.: 040130
Map Panels Affected: See FIRM Index

Dear Mayor Jablow:

This is to notify you of the final flood hazard determination for Yavapai County, Arizona and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on February 8, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already

have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d);

2. Adopting all the standards of 44 CFR Part 60.3(d) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no LOMCs were issued previously on revised panels.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the

FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Brian Cosson, NFIP State Coordinator for Arizona by telephone at (602) 771-8657. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 9 at (510) 627-7100 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

cc: Community Map Repository
Sandra Phillips, Assistant Director of Public Works/Floodplain Manager, City of Sedona
Brian Cosson, State NFIP Coordinator, Arizona Department of Water Resources

bcc: FEDD File
(Region Specifics Requirements)

RESOLUTION NO. 2023-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, ESTABLISHING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE SEDONA CITY CLERK AND ENTITLED "FLOOD PLAIN MANAGEMENT CRITERIA [44 CFR 60.3]", "FLOOD INSURANCE RATE MAPS (FIRMS),"AND "FLOOD INSURANCE STUDY (FIS)", AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

WHEREAS*,* the Department of Homeland Security's Federal Emergency Management Agency (FEMA) recently completed a re-evaluation of flood hazards in the City of Sedona, for both Coconino County and Yavapai County, Arizona, ("City"), and

WHEREAS*,* FEMA has prepared revised Flood Insurance Rate Maps (FIRMS) and Flood Insurance Study (FIS), and provided final copies to the City, and

WHEREAS, FEMA has now issued a Letter of Final Determination (LFD), dated August 8, 2023, requiring that the City to adopt by ordinance the current effective FIS report and FIRMS, together with the Flood Plain Management Criteria (44 CFR 60.3), specifically the floodplain management regulations of Section 60.3(d), and their subsequent revisions, within six (6) months as a condition of continued eligibility of the City in the National Flood Insurance Program (NFIP),

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, that those certain documents, and their subsequent revisions entitled, " FLOOD PLAIN MANAGEMENT CRITERIA [44 CFR 60.3]," and specifically the standards of Section 60.3(d) applicable to the City, and "FLOOD INSURANCE RATE MAPS (FIRMS)"**,** and "FLOOD INSURANCE STUDY (FIS)", as prepared by FEMA, constitute public records to be adopted by reference pursuant to ARS 9-802.

These documents will be incorporated into Ordinances 2023-_____and 2023- _____ by adopting the provisions as criteria for flood plain management in flood-prone areas identified by the FIRMS and FIS within the City limits.

At least three (3) copies of these public records shall be filed in the office of the City Clerk and kept available for public use and inspection.

APPROVED AND ADOPTED BY THE Mayor and Council of the City of Sedona, Arizona, this 24th day of October, 2023.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE MAYOR AND COUNCIL OF CITY OF SEDONA, COCONINO COUNTY, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), ADOPTING BY REFERENCE FLOOD INSURANCE STUDY (FIS), FLOOD INSURANCE RATE MAPS (FIRMs), AND FLOODPLAIN MANAGEMENT ORDINANCE (ORDINANCE); ABROGATION AND GREATER RESTRICTIONS; SEVERABILITY; AND PROVIDING FOR PENALTIES.

City of Sedona, located in Coconino County, has elected NOT to assume floodplain management responsibility as authorized in A.R.S. § 48-3610 and shall be known as District Dependent. City of Sedona shall appoint a Floodplain Administrator who will be responsible for (1) coordinating with Coconino County Flood Control District staff regarding floodplain management and (2) verifying that the Community's participation in the NFIP is maintained and remains in good standing through adoption and enforcement of this Ordinance.

The City of Sedona Floodplain Administrator shall also be, at a minimum, responsible for the following:

1. Obtain and maintain current FIS and FIRM(s) applicable to the community;
2. Obtain and maintain a copy of the most current "Coconino County Flood Control District Ordinance, dated January 3, 2018" at the office of the City Clerk;
3. Obtain and maintain evidence of compliance for all applicable development in Special Flood Hazard Areas (SFHAs); and
4. Repeal or modify all existing local ordinances that conflict with this Ordinance.

WHEREAS, the City of Sedona, Arizona joined the NFIP as a separate community on December 20, 1988, and under the NFIP, is the entity responsible for floodplain management within the City; and,

WHEREAS, the continued participation in the NFIP is in the best interest of the citizens of the City of Sedona; and,

WHEREAS, the Federal Emergency Management Agency (FEMA) published a countywide FIS and FIRMs, titled" Flood Insurance Study for Coconino County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying Flood Insurance Rate Maps, dated March 21, 2023, and each community that participates in the NFIP is required to adopt an ordinance that meet the minimum requirements of the NFIP; and,

WHEREAS, A.R.S. § 48-3609 assigns powers and duties for floodplain management to the Coconino County Flood Control District and the City of Sedona has elected NOT to assume those powers and duties as provided for in A.R.S. § 48-3610; and,

WHEREAS, the Coconino County Flood Control District has adopted an ordinance to

participate in the NFIP and,

WHEREAS, those certain documents entitled" Flood Insurance Study for Coconino County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying Flood Insurance Rate Maps, dated March 3, 2023, and "Coconino County Floodplain Regulations Ordinance", dated June 2022, and all subsequent amendments and/or revisions are hereby designated as public records.

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

Section 1. The City of Sedona elects NOT to assume the responsibility of floodplain management from the Coconino County Flood Control District as provided for in A.R.S. §§ 48-3609; 3610. The City Engineer or designee who is designated as the NFIP Floodplain Administrator for the City, is responsible for coordinating with the Coconino County Flood Control District and will serve as the community point of contact on NFIP issues for County, State, and Federal officials.

Section 2. Those public records entitled "Flood Insurance Study for Coconino County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying FIRMs dated March 21, 2023, and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, are hereby adopted by reference as the basis for establishing the SFHAs in the City of Sedona. The SFHAs documented in the FIS and FIRMs are the minimum area of applicability of this Ordinance and may be supplemented by studies for other areas as allowed in this Ordinance.

Section 3. That public record designated as the "Coconino County Floodplain Regulations Ordinance," dated June 2022, and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, is hereby adopted as the legal basis for implementing floodplain management in City of Sedona.

Section 4. Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 5. Severability. If any portion of this Ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this Ordinance shall remain in full force and in effect.

Section 6. Providing for penalties.

A. In addition to other penalties or remedies otherwise provided by law, the City or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this

section or regulations adopted pursuant to this article. If a person is found to be in violation of this section, the court shall require the violator to remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation, including reasonable costs and attorney fees.

B. In addition to the remedies provided in A.R.S. § 48-3613, any violations of this chapter shall be civil code offenses which may be adjudicated and enforced as set forth in Sedona City Code 1.15.010.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Coconino County, Arizona, this 24th day of October, 2023.

ATTESTED:

_____
JoAnne Cook, CMC, City Clerk

APPROVED:

_____
Scott M. Jablow, Mayor

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE MAYOR AND COUNCIL OF CITY OF SEDONA, YAVAPAI COUNTY, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), ADOPTING BY REFERENCE FLOOD INSURANCE STUDY (FIS), FLOOD INSURANCE RATE MAPS (FIRMs), AND FLOODPLAIN MANAGEMENT ORDINANCE (ORDINANCE); ABROGATION AND GREATER RESTRICTIONS; SEVERABILITY; AND PROVIDING FOR PENALTIES.

City of Sedona, located in Yavapai County, has elected NOT to assume floodplain management responsibility as authorized in A.R.S. § 48-3610 and shall be known as District Dependent. City of Sedona shall appoint a Floodplain Administrator who will be responsible for (1) coordinating with Yavapai County Flood Control District staff regarding floodplain management and (2) verifying that the Community's participation in the NFIP is maintained and remains in good standing through adoption and enforcement of this Ordinance.

The City of Sedona Floodplain Administrator shall also be, at a minimum, responsible for the following:

1. Obtain and maintain current FIS and FIRM(s) applicable to the community;
2. Obtain and maintain a copy of the most current "Yavapai County Flood Control District Ordinance, dated January 3, 2018" at the office of the City Clerk;
3. Obtain and maintain evidence of compliance for all applicable development in Special Flood Hazard Areas (SFHAs); and
4. Repeal or modify all existing local ordinances that conflict with this Ordinance.

WHEREAS, the City of Sedona, Arizona joined the NFIP as a separate community on December 20, 1988, and under the NFIP, is the entity responsible for floodplain management within the City; and,

WHEREAS, the continued participation in the NFIP is in the best interest of the citizens of the City of Sedona; and,

WHEREAS, the Federal Emergency Management Agency (FEMA) published a countywide FIS and FIRMs, titled" Flood Insurance Study for Yavapai County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying Flood Insurance Rate Maps, dated March 21, 2023, and each community that participates in the NFIP is required to adopt an ordinance that meet the minimum requirements of the NFIP; and,

WHEREAS, A.R.S. § 48-3609 assigns powers and duties for floodplain management to the Yavapai County Flood Control District and the City of Sedona has elected NOT to assume those powers and duties as provided for in A.R.S. § 48-3610; and,

WHEREAS, the Yavapai County Flood Control District has adopted an ordinance to

participate in the NFIP and,

WHEREAS, those certain documents entitled" Flood Insurance Study for Yavapai County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying Flood Insurance Rate Maps, dated March 3, 2023 and "Yavapai County Flood Control District Ordinance", dated January 3, 2018, and all subsequent amendments and/or revisions are hereby designated as public records.

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

Section 1. The City of Sedona elects NOT to assume the responsibility of floodplain management from the Yavapai County Flood Control District as provided for in A.R.S. §§ 48-3609; 3610. The City Engineer or designee who is designated as the NFIP Floodplain Administrator for the City, is responsible for coordinating with the Yavapai County Flood Control District and will serve as the community point of contact on NFIP issues for County, State, and Federal officials.

Section 2. Those public records entitled" Flood Insurance Study for Yavapai County, Arizona, and Incorporated Areas," dated March 21, 2023, with accompanying FIRMs dated March 21, 2023, and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, are hereby adopted by reference as the basis for establishing the SFHAs in the City of Sedona. The SFHAs documented in the FIS and FIRMs are the minimum area of applicability of this Ordinance and may be supplemented by studies for other areas as allowed in this Ordinance.

Section 3. That public record designated as the "Yavapai County Flood Control District Ordinance," dated January 3, 2018, and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the City Clerk, is hereby adopted as the legal basis for implementing floodplain management in City of Sedona.

Section 4. Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 5. Severability. If any portion of this Ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this Ordinance shall remain in full force and in effect.

Section 6. Providing for penalties.

A. In addition to other penalties or remedies otherwise provided by law, the City or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this

section or regulations adopted pursuant to this article. If a person is found to be in violation of this section, the court shall require the violator to remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation, including reasonable costs and attorney fees.

B. In addition to the remedies provided in A.R.S. § 48-3613, any violations of this chapter shall be civil code offenses which may be adjudicated and enforced as set forth in Sedona City Code 1.15.010.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Yavapai County, Arizona, this 24th day of October, 2023.

ATTESTED:

_____
JoAnne Cook, CMC, City Clerk

APPROVED:

_____
Scott M. Jablow, Mayor

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

CITY COUNCIL AGENDA BILL

AB 3006
October 24, 2023
Consent Items

Agenda Item: 3h
Proposed Action & Subject: Approval of a grant Agreement and Consent form between the City of Sedona and AZ Dept Homeland Security (AZDOHS) for the Cybersecurity Grant Program.

Department	IT Department
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. City of Sedona - DOHS Cyber Security Agreement B. AZDOHS Consent Agreement

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve the grant Agreement and Consent form between the City of Sedona and State of Arizona included as Exhibits A and B.

Expenditure Required	
$	Staff time only
Amount Budgeted	
$	Staff time only
Account No. (Description)	
Finance Approval	☒

SUMMARY STATEMENT

Background: AZ Department of Homeland Security is offering software to State and local governments to help combat cybersecurity made available through monies from Federal grants. A grant Agreement and Consent form signed by the City Manager are required for this program.

The grant Agreement is between the City of Sedona and the State of Arizona. The Consent is to allow the State to use Federal funds on behalf of the City to fund the program. The State program collectively pools State and local governments license numbers to leverage buying power with vendors. There is no cost to the City, short of staff time.

Three software items are being made available: Tanium, Cloud Strike, and Cloud Fare. Both Tanium and Cloud Fare are high end applications that are not normally offered to an organization our size. Both are systems we currently do not have. The full list price is approximately $100,000 per year for all three products, the States cost is about $50,000 per year, and the City's cost is $0 per year. Cloud Strike will save the City about $8,000 per year replacing Sophos, our anti-viral software.

Tanium is a high-end system that has the capability of scanning computers for applications that pass malware scans but have known vulnerabilities. This is a capability the City does not currently have, and is not offered to organizations of less than 1000 users. This is a critical tool that allows IT to be proactive and correct a vulnerability before it is exploited.

Cloud Flare has the capability to be placed on every device internet facing and prevent denial of service attacks. Denial of service attacks are attacks hackers use to overload devices such as servers, computers, switches, and firewalls that offer services and/or access outside our organization. Overloading such devices makes them unusable. While we have denial of service protection on our firewalls built-in to those systems, we do not have it on outward facing servers and computers. This would prevent such attacks.

Cloud Strike is malware/virus protection. We would use it to replace our current system, saving the City about $8,000/year.

AZ Department of Homeland Security will likely continue with the program in future years. If not, we can revert to the systems we currently have in place and evaluate alternative services for the ones we do not. The two forms are due to the State by Oct. 31, 2023.

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

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

Alternative(s): None

MOTION

I move to: approve the grant Agreement and Consent form between the City of Sedona and State of Arizona included as Exhibits A and B.

Agreement
Between
The State of Arizona Department of Homeland Security
And
City of Sedona (each, a "Party")

Recitals:

a. State of Arizona Department of Homeland Security (hereinafter “AZDOHS”) is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.

b. City of Sedona (hereinafter “Sedona”) is a political subdivision of the State of Arizona.

c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter “ARS”) 41-4282, is responsible for the State of Arizona’s enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter “Program”), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, “Agreement”), which AZDOHS desires to share with Sedona and/or use to aid Sedona and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter “Products”) offered through the Program. AZDOHS desires to assist Sedona in Sedona’s use of one or more of the Products, as outlined in this Agreement, which will benefit Sedona’s cyber operations.

d. Sedona has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.

2. Definitions.

a. Disclosing Party. A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.

b. Receiving Party. A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.

c. Transaction. Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.

d. Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i.Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the

Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Sedona and assist Sedona with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Sedona as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Sedona.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at https://azdohs.gov/information-security-policies-standards-and-procedures). Documentation of this will be provided by AZDOHS to Sedona upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Sedona at no cost to Sedona and with no requirement for reimbursement from Sedona.

4. Scope of Products and Assistance. Sedona and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Sedona as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Sedona shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Sedona and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Sedona and/or Product modifications which impact the Sedona with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Sedona agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Sedona agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Sedona will permit AZDOHS personnel access to Sedona's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Sedona's systems only with prior notification to Sedona and solely for serving the purposes of the Program.

5. Obligations Specific to Sedona. Sedona understands and acknowledges that participation in the Program is voluntary. The Parties agree that Sedona will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Sedona's technical POCs will coordinate with AZDOHS for Sedona's participation in the Program including but not limited to deployment and operation of the Products. Sedona shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

b. Utilize Products and the Program to reduce Sedona's cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.

c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Sedona's Product licenses to other Program participants.

d. Participate in surveys and provide feedback to AZDOHS to improve the Program.

e. Comply with all end user license agreements required by the Product manufacturers.

f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter "Committee"). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Sedona is solely responsible for the funding, procurement, and implementation of all such add-on options.

g. Be permitted to disclose the following items to any person at any time:

i. The fact that Sedona has entered into this Agreement and the details of this Agreement.

ii. A description of Sedona's participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

a. Establish a governance program for the Program, to be overseen by the Committee.

b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.

c. If funding is discontinued, AZDOHS will make efforts to ensure Sedona has time to plan for a transition of cybersecurity services.

d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).

e. Communicate to Sedona all significant changes to the Program that could affect Sedona.

f. Acknowledge that data created by or transferred to Sedona's Product environment is owned by Sedona. AZDOHS will provide Sedona's data to Sedona upon termination of this Agreement and participation in the Program as feasible.

g. Communicate system changes to the Product to the Committee and to Sedona 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to Sedona's Product environment and related information to Sedona 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify Sedona in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Sedona's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist Sedona with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

a. The completion or termination of the dealings between the Parties contemplated hereunder;

b. The termination of this Agreement; or,

c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Sedona or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Sedona at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Sedona as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission In performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

Arizona Department of Homeland Security

_____ Signature

City of Sedona

_____ Signature

_____ Name	_____ Name
_____ Title	_____ Title
_____Date	_____ Date

10966925.2

Agreement
Between
The State of Arizona Department of Homeland Security
And
City of Sedona (also referred to as “Sedona”)

EXHIBIT A

Products provided by AZDOHS to Sedona under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application’s availability and compromise data.

10724554.2

State of Arizona
Federal Fiscal Year 2022
State and Local Cybersecurity Grant Program Local Consent Agreement

This Local Consent Agreement is made between the Arizona Department of Homeland Security ("AZDOHS") and City of Sedona ("Local Government Entity"), located at Address: 102 Roadrunner Dr. City: Sedona County: Yavapai/Coconino State: AZ Zip Code: 86336, and shall be effective on the date signed by the authorized official of the Local Government Entity.

By my signature below, I attest that I have the authority to sign on behalf of the Local Government Entity, and to bind the Local Government Entity to the selection below:

(Initial your selection:)

____ 1. The Local Government Entity does not consent to AZDOHS retaining the entity's portion of funding as part of the Federal Fiscal Year (FFY) 2022 SLCGP, and instead prefers to receive pass-through funding.

KO 2. The Local Government Entity consents to AZDOHS, as Arizona's State Administrative Agency, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Federal Fiscal Year (FFY) 2022, Funding Opportunity Number DHS-22-137- 000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g):

a. Retaining and passing through to local government entities at least 80% of the State of Arizona's FFY 2022 SLCGP grant award of $3,335,310.00 in the form of services and related activities; and

b. Utilizing the $3,168,545.00 in SLCGP funds for FFY 2022 as follows:

(1) $500,000.00 for Project 1: Cybersecurity training for administrators

(2) $1,500,000.00 for Project 2: 24x7x365 Centralized State Security Operations Center

(3) $1,168,545.50 for Project 3: Professional/Managed Services to support the Statewide Cyber Readiness Program

By selecting item #2 above, I agree that Local Government Entity is receiving services and related activities in lieu of funds from the SLCGP. I also agree that this Local Consent Agreement is only effective for the Federal Fiscal Year (FFY) 2022 SLCGP Funds, and this Local Consent Agreement and receipt of funds, under either selection above, are contingent upon submission and approval of a project that aligns with the State's approved Cybersecurity Plan.

I can be contacted at (Daytime Phone Number): (928) 204-7127

I authorize receipt of notices at the address listed for the Local Government Entity or by email at: KOsburn@sedonaaz.gov

LOCAL GOVERNMENT ENTITY NAME:
City of Sedona

Signature

Karen Osburn
Name

City Manager
Title

7/24/2023
Date

ARIZONA DEPARTMENT OF HOMELAND SECURITY

Signature

Name

Title

Date

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CITY COUNCIL AGENDA BILL

AB 3007
October 24, 2023
Consent Items

Agenda Item: 3i
Proposed Action & Subject: Approval of a Resolution approving a Settlement Agreement with Stephanie K. Penman and M.S. Penman, trustees of the Stephanie K. Penman Living Trust, to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Stephanie K. Penman Living Trust, et al., Coconino County Superior Court Case No. CV202200079.

Department	City Attorney
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	September 28, 2021, December 13, 2022, February 14, 2023
Exhibits	A. Settlement Agreement B. Resolution Approving Settlement Agreement C. Lot Split Application and Approval

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve a Resolution authorizing the City of Sedona to enter into a Settlement Agreement with Stephanie K. Penman and M.S. Penman, trustees, to settle claims arising out of the Forest Road Connection Project and to resolve ongoing litigation in the matter of City of Sedona vs. Stephanie K. Penman Living Trust, et al., Coconino County Superior Court Case No. CV202200079.

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

SUMMARY STATEMENT

Background:

In September 2021, City Council approved the Forest Road Connection Project and authorized by resolution the use of the City's eminent domain authority to acquire properties that could not be acquired through purchase negotiations. Construction on the Project began in 2022.

The Project required right-of-way or easements on 11 parcels, owned by 9 separate entities/individuals. The City commissioned multiple appraisals to determine the fair market value of the needed right-of-way and easements and made multiple offers to each of the owners. Ultimately, the necessary right-of-way and/or easements were successfully purchased through negotiations on 6 of the 11 parcels. In the remaining 5 cases, the City and the property owners were unable to agree on the fair market value of the property to be taken for the Project. In those cases, the City commenced condemnation proceedings in 2022 and the parties each stipulated to the right of immediate possession for the Project to proceed. As part of the orders of immediate possession, the City deposited its appraised value of the takings with the Coconino Superior Court.

The City has previously settled with one of the 5 property owners in litigation. If the Council approves this settlement agreement, there will remain three properties in litigation. Settlement discussions have been scheduled for two of those properties in November 2023 and February 2024.

Penman Settlement Agreement:

After mediation on January 30, 2023, the City and Penmans, subject to City Council approval, tentatively agreed to settle the eminent domain lawsuit and the cost of the City's takings for the Forest Road Connection Project by exchanging ownership of the upper portion of the former Ochoa property, Coconino APN #401-38-006B. The City's condemnation of Penman Living Trust property consists of 14,872 square feet (0.34 acres) in fee title, a 1,946 square feet permanent slope easement, a 971 square feet sewer easement, and two temporary construction easements consisting of 4,459 and 119 square feet. In exchange for those takings, the City will deed to the Penman Living Trust 20,927 square feet of adjacent property owned by the City, while reserving to the City a 3,503 square foot sewer easement on that property. There will be no monetary payment.

The Settlement Agreement is attached as Exhibit A.

Additionally, the Penman Living Trust agrees to all release all claims against the City related to the Project, resolve the ongoing litigation, stipulate to judgment in favor of the City on the condemnation of the right-of-way/easements and to file a satisfaction of judgment with the Superior Court. The Superior Court will return to the City its $241,128.00 deposit made for the right of immediate possession of the property taken.

The Resolution approving the Settlement Agreement is attached as Exhibit B.

The Community Development Department has approved the City's land division application necessary to split a parcel into two parcels. The lot was for many years two parcels and was combined by the previous owner. The Land Division Permit Application is administratively approved and attached as Exhibit C.

Community Plan Consistent: ☐**Yes -** ☐**No -** ☐**Not Applicable**

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

Board/Commission Recommendation: ☐Applicable - ☐Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2023- ____, authorizing the City of Sedona to enter into a Settlement Agreement with Stephanie K. Penman and M.S. Penman, trustees, to settle claims arising out of the Forest Road Connection Project and to resolve ongoing litigation in the matter of City of Sedona vs. Stephanie K. Penman Living Trust, et al., Coconino County Superior Court Case No. CV202200079.

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), effective as of the date defined below, is made and entered into by and between the City of Sedona ("Sedona"), a municipal corporation, and Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie K. Penman Living Trust, Dated March 3, 2008 ("Penmans"). Sedona and the Penmans may be referred to herein individually as "Party" and collectively as "Parties."

The purpose of this Agreement is to document the Parties' agreement for the settlement of the litigation described below and Parties' rights, obligations, and responsibilities arising thereby.

RECITALS

A. On February 28, 2022, Sedona initiated an action in eminent domain in the Superior Court of Arizona, Coconino County, Arizona ("Court"), CV2022-0000079 ("Litigation"). Sedona's complaint therein seeks a final order of condemnation transferring to it fee title and easement rights to certain real property owned by the Penmans and described in and with the complaint.

B. The Penmans' property at issue in the Litigation is located at 760 Forest Road, Sedona, Coconino County, Arizona 86336, parcel number 401.38.015.

C. On March 17, 2022, upon the Parties' stipulation, the Court entered an order that determined that Sedona's taking of property rights in the Litigation was for a public use authorized by law (roadway) and that the taking of such rights was necessary for that public use. Subsequent to the order, the only remaining matter to be determined in the Litigation is the just compensation owed for the taking.

D. On March 31, 2022, the Penmans filed their answer. Sedona's complaint, the Penmans' answer, and the other filings in the Litigation are incorporated by reference herein.

E. The Parties now desire to settle the Litigation's remaining matter, on the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stipulated Judgment In Condemnation.

1.1 In return for the property rights transfer described in Paragraph 2, below, and other consideration described herein, the Parties shall enter the Stipulated Judgment in Condemnation ("Judgment"), attached hereto as **Exhibit 1**, which the Parties approve hereby. The Parties intend the Judgment to allow for the Court's subsequent entry of a Final Order of Condemnation

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described in Paragraph 5 herein below, the entry of which will transfer fee title and easement rights to certain real property described and identified in the Judgment and in the exhibits attached thereto.

1.2. Upon execution of this Agreement, the Judgment shall be electronically signed by counsel for the Parties and lodged by Sedona with the Court.

1.3. The Parties consent to reference to this Agreement in the Judgment.

2. Special Warranty Deed – Just Compensation.

2.1. As consideration for the Penmans' entry of the Judgment described in Paragraph 1 herein above, and upon Sedona's receipt of the Court's approval and filing of the lodged Judgment, Sedona shall execute and record, and the Penmans shall accept thereby, the Special Warranty Deed ("Deed") attached hereto as **Exhibit 2**, which the Parties approve hereby. The Parties intend the Deed to transfer encumbered fee title rights to certain real property identified and described in the Deed and the exhibits attached thereto.

2.2. The Deed constitutes and it is full, complete, and total just compensation, including statutory interest, owed by Sedona to the Penmans for the taking of the real property at issue in the Litigation and identified and described in the Judgment and the related exhibit thereto. No other compensation, including any money of whatsoever amount, is owed by Sedona as result of the property takings.

2.3. The Deed includes a restriction encumbering the fee title rights transferred to the Penmans with the Deed and prohibiting the short term rental use of the transferred property, which is valid and effective upon recording of the Deed. The Penmans acknowledge the restriction on the use of the property.

2.4. The Deed includes a reservation of a sanitary sewer line easement encumbering the fee title rights transferred to the Penmans and reserving to Sedona the rights set forth in the easement reservation therein. The reserved easement rights are not transferred to the Penmans and the transferred fee title rights to the property are subject to the reserved easement rights. The location of the reserved easement is identified and described in the legal description and diagram referenced in and attached as Exhibit B to the Deed.

2.5. A copy of the recorded Deed shall be emailed and the original recording of the Deed shall be mailed to counsel for the Penmans.

2.6. Subsequent to the recording and acceptance of the Deed as referenced in this Section 2 above and the recording of the Final Order of Condemnation referenced in Section 5 below, the Penmans may assign any value associated with the transferred property rights thereby as they may deem reasonable and necessary.

3. Additional Consideration.

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3.1. As additional consideration for the Penmans' entry of the Judgment as described in Paragraph 1 herein above, Sedona as part of its project construction or in relation to the project shall:

3.1.1. Construct a red rock retaining wall as located pursuant to Sedona City Code ("Code") from approximate station 22+70 to approximate 25+60 according to existing project plans;

3.1.2. Install/construct safety fencing on the top of the retaining wall referenced in Section 3.1.1 above and according to existing project plans;

3.1.3. In the event low level lighting is part of the existing project plans, install such lighting on the planned walkway at the Penmans' property;

3.1.4. Install as part of the replacement landscaping at the Penman property and in addition to any such landscaping in existing project plans 24 15-gallon juniper trees and hydroseeding and consult with the Penmans regarding the location of replacement landscaping;

3.1.5. Acknowledge hereby that the Penmans shall have the right to approve the design of the safety fencing referenced in Section 3.1.2 above within options available pursuant to Code, Sedona durability needs, and in compliance with AASHTO 13.8;

3.1.6. Recommend approval of a Code-compliant security gate at the Penman property and Design Review Approval for such gate; and

3.1.7. Install a Code-compliant sign marking the continuation of private Forest Road road from the new public roadway.

3.2. Any failure of or by Sedona related to the additional consideration described in Section 3.1 herein above does not invalidate in whole or in part the Judgment and the Final Order described herein.

4. Satisfaction of Judgment. Upon emailing of the copy of the recorded Deed to counsel for the Penmans, the Penmans through counsel shall promptly file with the Court the Satisfaction of Judgment ("Satisfaction"), attached hereto as **Exhibit 3**, which the Parties approve hereby. A copy of the filed Satisfaction shall be emailed to counsel for Sedona.

5. Final Order of Condemnation.

5.1. Upon receipt of a copy of the filed Satisfaction, Sedona shall lodge with the Court the Final Order of Condemnation ("Final Order") attached hereto as **Exhibit 4**, which the Parties approve hereby.

5.2. Sedona shall record or cause to be recorded in Coconino County, Arizona, the executed Final Order and shall provide a copy of such recording to counsel for the Penmans.

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6. Release of Lis Pendens. Following recording of the Final Order, Sedona will record or cause to be recorded a Release of Lis Pendens ("Release"). Sedona will provide a copy of the recorded Release to counsel for the Penmans.

7. No Future Promises. Other than as expressly recited herein, neither Party has agreed to or undertaken any other obligation or commitment to the other.

8. Mutual Release: As consideration for the agreements set forth herein, Sedona and the Penmans hereby release, waive, acquit and forever discharge each other, and any and all agents, attorneys, employees, successors, heirs, executors, servants and assigns of the other, from any and all past, present and/or future claims, demands, actions, causes of action, amounts owed to, and/or damages of any kind sustained or claimed to have been sustained in, arising out of, or related to those matters addressed in the Litigation. This is, and is intended to be, a full and final release and discharge of all claims, demands, and causes of action, past, present or future (both known and unknown, and the consequences thereof, whether developed or undeveloped), that the Parties may have or claim in any manner against each other arising out of or related to those matters addressed in the Litigation and/or which in any manner arise out of or relate to Sedona's taking of property, which is the subject of the Litigation.

9. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs in connection with the Litigation and this Agreement.

10. Full and Complete Understanding. This Agreement constitutes the complete and final agreement between the Parties pertaining to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, and understandings of the Parties, whether oral or written are hereby superseded and incorporated herein.

11. Governing Law, Venue & Fees. This Agreement is negotiated and entered into within the State of Arizona, and shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona. Any litigation over this Agreement shall be brought only in the Superior Court of Arizona, Coconino County. The prevailing Party in any such action shall be paid all reasonable costs, expenses, and attorneys' fees by the other Party.

12. Amendments. This Agreement may not be modified except by a written amendment signed by all of the Parties to the Agreement.

13. Severability. If any provision of this Agreement is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement will not be affected by the invalidity or unenforceability. In such event, the Parties agree to reform this Agreement to conform as nearly as possible to the original intent of the Parties as set forth herein.

14. Authority to Execute Agreement. Each Party expressly represents and warrants that the persons signing below are authorized to execute this Agreement on its behalf. Further, each Party acknowledges that it is executing this Agreement solely upon reliance on its knowledge, belief, and judgment and with the advice of counsel and not upon any representation made by the other Party or others on its behalf.

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15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. A facsimile signature shall have the same force and effect as an original signature.

16. No Recording. This Agreement shall not be recorded.

17. Effective Date. The effective date of this agreement shall be the latest of the dates to the Parties signatures as shown below.

WHEREFORE, each Party signing below acknowledges that he/she has read the foregoing Agreement, understands its terms, and freely and voluntarily signs the same, intending to be legally bound by this agreement.

CITY OF SEDONA, an Arizona municipal corporation

_____

Date: _____

DocuSigned by:
Mac Penman
158B15A4DA944F3...
M. S. "Mac" Penman, Trustee

Date: 10/3/2023 | 5:03 AM MST

DocuSigned by:
Stephanie K Penman
C2C0335C947B494...
Stephanie Penman, Trustee

Date: 10/11/2023 | 5:51 AM MST

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 1

Stipulated Judgment In Condemnation

[to be attached]

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MURPHY CORDIER CASALE AXEL PLC
4647 North 32nd Street, Suite 150
Phoenix, Arizona 85018
Telephone (602) 274-9000
Facsimile (602) 795-5896

Russell R. Rea (AZ State Bar No. 014616)
rusty@mccalaw.com

Attorneys for Plaintiff City of Sedona

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. STEPHANI K. PENMAN and M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, DATED MARCH 3, 2008; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200079 **STIPULATED JUDGMENT IN CONDEMNATION** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. 401.38.003E (Assigned to the Hon. Stacy Krueger)

Upon stipulation of the parties, as represented by the signatures below, and good cause appearing therefore, the Court finds as follows:

The only remaining issue herein concerning the amount of just compensation owed for the taking of fee title and easement rights to certain real property sought to be acquired in this action by Plaintiff City of Sedona ("Plaintiff"), said real property being more particularly described on and in Exhibit 1 (Warranty Deed with legal description and

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diagram), Exhibit 2 (Permanent Slope Easement with legal description and diagram), and Exhibit 3 (Sanitary Sewer Easement with legal description and diagram) and Exhibit 4 (Temporary Construction Easement with legal description and diagram) attached hereto (collectively, "subject property"); and it appearing that the only persons having any right, title, claim, or interest in any award for damages by reason of the taking of the subject property are Defendants Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie K. Penman Living Trust, dated March 3, 2008 ("Trustee Defendants");

IT IS HEREBY ORDERED:

1. Defendant Coconino County, a political subdivision of the State of Arizona, whose interest is in any unpaid taxes on the subject property, having filed a disclaimer of interest on July 15, 2022, shall take nothing by reason of the Complaint filed in this action, this Stipulated Judgment in Condemnation, or the Final Order of Condemnation. by and through their respective counsel, hereby stipulate and request this Court enter an order of immediate possession in this action.

2. Defendants John Does 1-10, Jane Does 1-10, ABC Companies 1-10, ABC Corporations 1-10, and ABC Partnerships 1-10, are fictitious parties, and have served no answer or made other appearance, and are hereby dismissed, taking nothing by reason of the Complaint filed in this action or by this Judgment.

3. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in the Permanent Slope Easement, at Exhibit 2 attached hereto, the Sanitary Sewer Easement, at Exhibit 3 attached hereto, and the Temporary Construction Easement, at Exhibit 4 attached hereto, and to the portions of the real property described more particularly in each of Exhibit 2, Exhibit 3, and Exhibit 4 therein, and Defendants and all others with legal notice of the Complaint, are forever barred and stopped from asserting any right, title, claim, or interest

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adverse or inconsistent with the fee title and easement rights acquired to the above-described property.

4. That Plaintiff and Trustee Defendants have entered a separate settlement agreement providing, in lieu of payment of a certain sum of money from Plaintiff to Trustee Defendants, for the transfer of certain property rights from Plaintiff to Trustee Defendants by Special Warranty Deed with deed restriction and reserved sanitary sewer easement; and that such transfer of property rights by Plaintiff to Trustee Defendants, by the recording of the foregoing Special Warranty Deed with deed restriction and reserved sanitary sewer easement, constitutes and it is the total just compensation, including statutory interest, owed by Plaintiff for the judgment and for the vesting in Plaintiff of the fee title and easement rights as described in Section 3 herein above.

5. Upon the recording of the Special Warranty Deed referenced in Section 4 herein above, which shall occur as soon after the entry of this judgment as is practically possible, Trustee Defendants shall file a Satisfaction of Judgment allowing a Final Order of Condemnation to be entered.

6. The Clerk is directed to release to Plaintiff sums in the amount of $241,128 deposited with the Clerk by Plaintiff on April 7, 2022, and interest accrued thereon if any.

7. Each party to this action shall bear their own costs and fees.

DONE IN OPEN COURT this ____ day of _____, 2023.

_____

Hon. Stacy Krueger
Judge of the Superior Court

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Approved as to Form and Content

Murphy Cordier Casale Axel, PLC

By: /s/ Russell R. Rea
Russell R. Rea
4647 N. 32nd Street, Suite 150
Phoenix, Arizona 85108

Jackson White, P.C.

By: /s/ Anthony H. Misseldine
Anthony H. Misseldine
40 North Center Street, Suite 200
Mesa, Arizona 85201

E-filed through www.azturbocourt.gov
and a COPY e-mailed this __th day of _____ 2023 to:

Anthony H. Misseldine, Esq.
Jackson White, P.C.
40 North Center Street, Suite 200
Mesa, Arizona 85201
AMisseldine@jacksonwhitelaw.com
Attorneys for Defendants Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie K. Penman Living Trust, Dated March 3, 2008

Mark D. Byrnes, Esq.
Deputy County Attorney
Coconino County Attorney's Office
110 East Cherry Avenue
Flagstaff, Arizona 86001
mbyrnes@coconino.az.gov
Attorneys for Defendant Coconino County

/s/ Tiffany J. Hayes

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Exhibit 1

[Warranty Deed with legal description and diagram (6 pages)]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-015

WARRANTY DEED

STEPHANIE K. PENMAN AND M.S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, ("Grantor"), for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on **Schedule "A"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of _____, 2021.

[Signatures on following page]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

GRANTOR:

STEPHANIE K. PENMAN LIVING TRUST

_____
Authorized Agent
Date: _____

State of _____)
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____. In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Right-of-Way
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7;

Thence South 01°08'23" East, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) to the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being the beginning of a non-tangent curve concave to the southeast, having a radius of 39.48 feet to which the radius point bears South 21°01'56" East;

Thence southwesterly along the arc of said curve 16.90 along the southerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County, through a central angle of 24°31'11"

Thence South 44°35'56" West, 148.33 feet along said line;

Thence South 44°36'34" West, 98.78 feet along said line to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 44°04'27" West;

Thence southwesterly and northwesterly along the arc of said curve 93.57 feet along said line, through a central angle of 84°18'30";

Thence N 50°08'48" W, 7.52 feet along said line;

Thence North 42°14'15" West, 0.66 feet along said line the beginning of a non-tangent curve concave to the southeast, having a radius of 63.59 feet to which the radius point bears South 41°06'14" East;

Thence leaving said line northeasterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to the beginning of a curve concave northwest, having a radius of 85.00 feet ;

Thence northeasterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22";

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence northeasterly along the arc of said curve 71.32 feet, through a central angle of 30°16'06" to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 11.76 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 14,872 ± feet² or 0.34 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

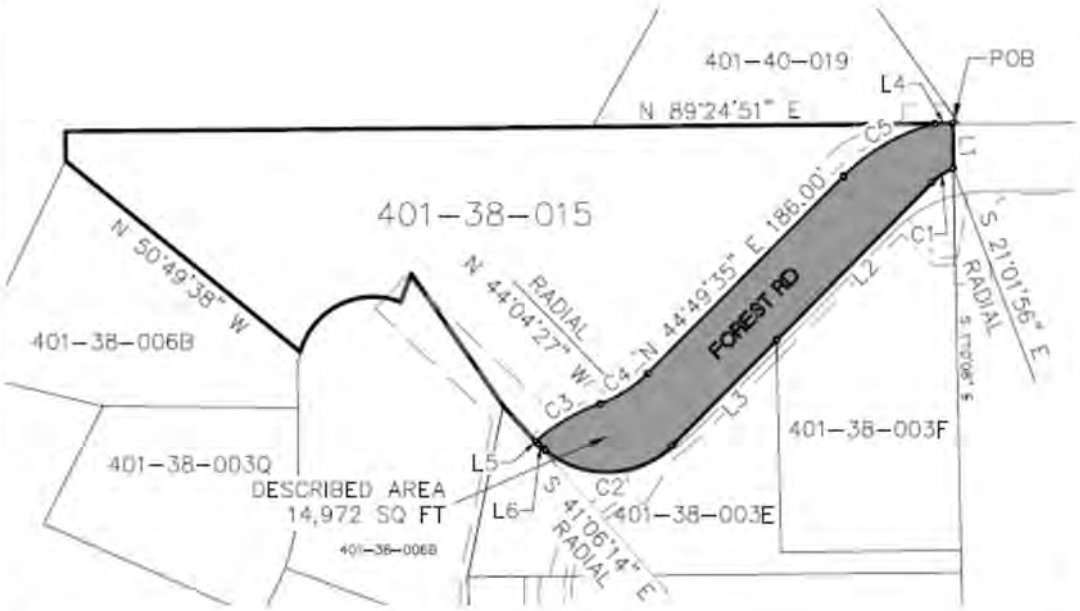


Sheet 2 of 3

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Curve Table

Curve #	Length	Radius	Delta
C1	16.90	39.48	24°31'11"
C2	93.57	63.59	84°18'30"
C3	50.31	135.00	21°21'12"
C4	37.72	85.00	25°25'22"
C5	71.32	135.00	30°16'06"

Parcel Line Table

Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	148.33	S 44°35'56" W
L3	98.78	S 44°36'34" W
L4	11.76	N 89°24'51" E
L5	0.66	N 42°14'15" W
L6	7.52	N 50°08'48" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 3/2/21
ARIZONA, USA

SCALE: 1" = 100'

0 50 100

PLOTTED: Mar 17, 2021 - 9:49am
FILE: P:\2019\192201\SURVEY\DATA - INCOMING\FROM ROB\401380I5_ROW.DWG MPOLYDOROS

Shephard Wesnitzer Inc.
221 N. Mottinger St. Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1575 fax
www.swiaz.com

JOB NO.	20060
DATE	3/4/2021
SCALE	1"=100'
DRAWN	RPN
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 2 — 2 OF 2

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Exhibit 2

[Permanent Slope Easement with legal description and diagram (7 pages)]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent slope easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

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IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Slope Easement

APN: 401-38-015

Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 4.38 feet along said line;

Thence leaving said line North 52°28'29" East, 24.59 feet;

Thence North 38°58'06" East, 49.81 feet;

Thence North 44°56'33" East, 211.82 feet;

Thence North 61°20'31" East, 45.29 feet to a point on the northerly line of said parcel;

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence North 89°24'51" East, 16.51 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 1,946 ± feet² or 0.04 Acres.

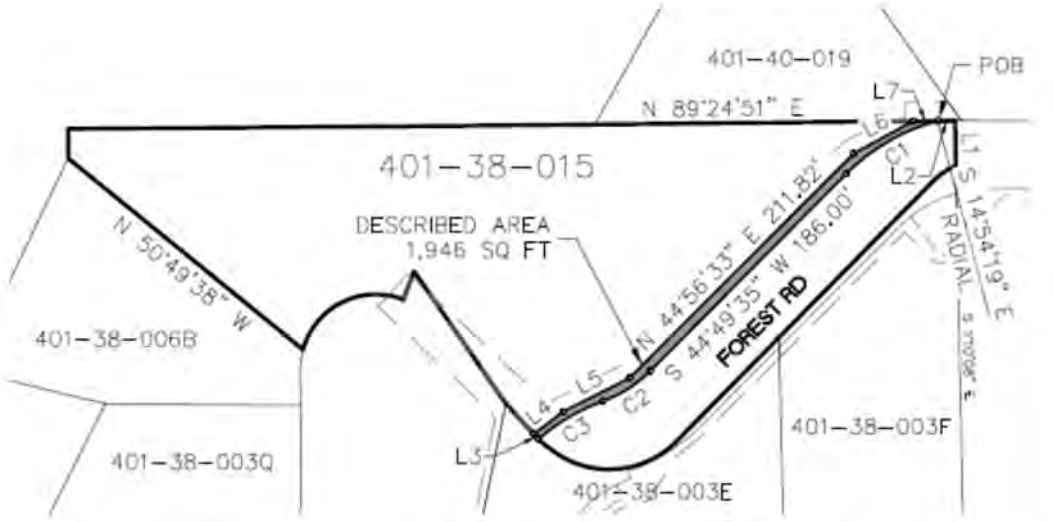
This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	11.76	S 89°24'51" W
L3	4.38	N 42°14'15" W
L4	24.59	N 52°28'29" E

Parcel Line Table		
Line #	Length	Direction
L5	49.81	N 63°02'59" E
L6	45.29	N 61°20'31" E
L7	16.51	N 89°24'51" E

SCALE: 1" = 100'
0 50 100

Curve Table			
Curve #	Length	Radius	Delta
C1	71.32	135.00	30°16'06"
C2	37.72	85.00	25°25'22"
C3	50.31	135.00	21°21'12"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J. POLYDOROS
Date Signed 3/9/21
ARIZONA, U.S.A.

Shepherd Wesnitzer, Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 20080
DATE 3/4/2021
SCALE 1"=100'
DRAWN MPK
DESIGN
CHECKED MP

FOREST ROAD
COCONINO COUNTY
ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 2 OF 2

PLOTTED: Mar 12, 2021-10:44am
FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\4013801S_SLP.DWG MPOLYDOROS

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Exhibit 3

[Sanitary Sewer Easement with legal description and diagram (8 pages)]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Sanitary Sewer Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

SANITARY SEWER EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **sanitary sewer easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining a municipal sanitary sewer collection system upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, alter, repair, replace, and maintain the sanitary sewer facilities installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of such sanitary sewer facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore the same in a reasonable manner and condition consistent with the customary operations of a municipal sanitary sewer collection system.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the sanitary sewer facilities installed in accordance herewith. Any such fence Grantor constructs and erects shall be at Grantor's own risk, and any damage thereto resulting from the Grantee's reasonable use of and access to the Easement granted hereby shall be the sole responsibility of the Grantor.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of_____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Sanitary Sewer Easement
APN: 401-38-015
Job # 10201 03/17/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16`06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25`22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08`32" to the **TRUE POINT OF BEGINNING;**

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12`41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 66.52 feet along said line;

Thence leaving said line South 47°01'30" East, 99.88 feet to the **TRUE POINT OF BEGINNING.**;

Containing 971 ± feet².

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32";

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 107.49 feet along said line;

Thence South 20°56'11" West, 9.34 feet along said line to the **TRUE POINT OF BEGINNING;**

Thence continuing South 20°56'11" West, 10.98 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50.00 feet to which the radius point bears South 21°27'32" West;

Thence northwesterly along the arc of said curve along said line 4.76 feet, through a central angle of 05°27'02";

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence leaving said line North 42°58'30" East, 12.08 feet;

Thence South 47°01'30" East, 0.24 feet to the **TRUE POINT OF BEGINNING.**

Containing 27 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

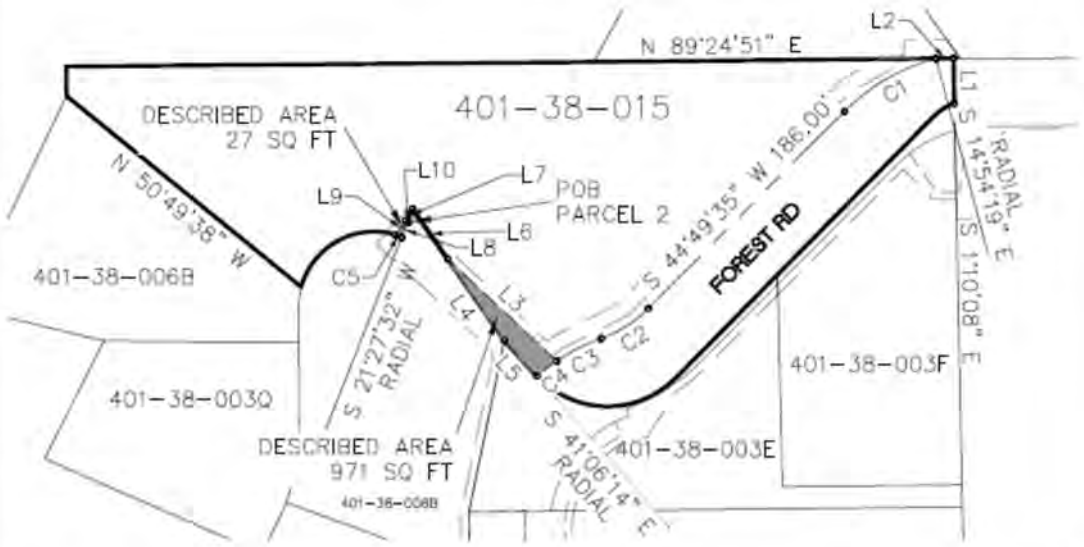


Sheet 3 of 4

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Curve Table			
Curve #	Length	Radius	Delta
C3	33.32	135.00	14°08'31"
C2	37.72	85.00	25°25'22"
C1	71.32	135.00	30°16'06"
C4	16.99	135.00	7°12'41"
C5	4.76	50.00	5°27'02"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	N 0°53'30" W
L2	11.76	S 89°24'51" W
L3	99.88	S 47°01'30" E
L4	66.52	N 34°49'19" W
L5	32.16	N 42°14'15" W
L6	40.97	S 34°49'19" E
L7	9.34	S 20°56'11" W
L8	10.98	S 20°56'11" W
L9	12.08	N 42°58'30" E
L10	0.24	S 47°01'30" E



SCALE: 1" = 100'

0 50 100

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 3/2/21
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
221 N. Wilkes St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swsi.com

JOB NO.	20060
DATE	3/4/2021
SCALE	1"=100'
DRAWN	RPR
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 4 OF 4

PLOTTED: Mar 12, 2021 - 2:35pm

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Exhibit 4

[Temporary Construction Easement with legal description and diagram (8 pages)]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Temporary Construction Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor"), do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of_____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Temporary Construction Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the **TRUE POINT OF BEGINNING;**

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence leaving said line South 47°01'30" East, 109.25 feet;

Thence North 52°28'29" East, 5.51 feet;

Thence North 63°02'59" East, 49.15 feet;

Thence North 44°56'33" East, 211.67 feet;

Thence North 61°20'31" East, 27.98 feet to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 21.25 feet along said line to the **TRUE POINT OF BEGINNING.**

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Containing 4,459 ± feet² or 0.10 Acres.

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence continuing North 34°49'19" West, 17.31 feet along said line;

Thence South 20°56'11" West, 3.95 feet along said line to the **TRUE POINT OF BEGINNING;**

Thence continuing South 20°56'11" West, 16.37 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50 feet to which the radius point bears South 22°07'45" West;

Thence northwesterly along the arc of said curve 10.51 feet along said line, through a central angle of 12°02'37";

Thence leaving said line, North 42°58'30" East, 19.92 feet;

Thence South 47°01'30" East, 3.21 feet to the **TRUE POINT OF BEGINNING.**

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Containing 116 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



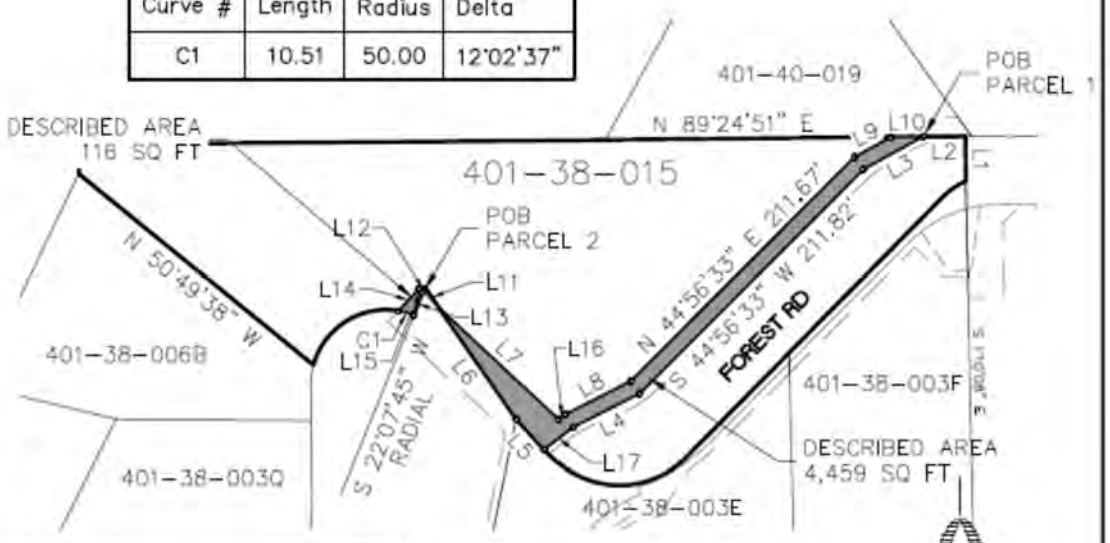
Sheet 3 of 4

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Curve Table			
Curve #	Length	Radius	Delta
C1	10.51	50.00	12°02'37"



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	28.27	S 89°24'51" W
L3	45.29	S 61°20'31" W
L4	49.81	S 63°02'59" W
L5	27.77	N 42°14'15" W
L6	90.18	N 34°49'19" W
L7	109.25	S 47°01'30" E
L8	49.15	N 63°02'59" E
L9	27.98	N 61°20'31" E

Parcel Line Table		
Line #	Length	Direction
L10	21.25	N 89°24'51" E
L11	17.31	N 34°49'19" W
L12	3.95	S 20°56'11" W
L13	16.37	S 20°56'11" W
L14	19.92	N 42°58'30" E
L15	3.21	S 47°01'30" E
L16	5.51	N 52°28'29" E
L17	24.59	S 52°28'29" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40221
MARK A. POLIVOROS
ARIZONA, U.S.A.

SVA Shephard Wesnitzer, Inc.
221 N. Marina St. Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swinc.com

JOB NO.	20060
DATE	3/4/2021
SCALE	1"=100'
DRAWN	RPM
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 4 OF 4

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PLOTTED: Mar 17, 2021-10:54am

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EXHIBIT 2

Special Warranty Deed, With Deed Restriction And Reserved Sanitary Sewer Easement

(to be attached)

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-006B

SPECIAL WARRANTY DEED

For consideration of the sum of Ten Dollars ($10.00) and other valuable consideration received, THE CITY OF SEDONA, an Arizona municipal corporation ("Grantor"), hereby grants and conveys to STEPHANIE K. PENMAN AND M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST , DATED MARCH 3, 2008 (collectively, "Grantee"), all right, title, and interest in and to certain real property ("Property") situated in Coconino County, Arizona, and legally described as follows:

SEE **EXHIBIT 1** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF;

Together with all rights and privileges appurtenant thereto;

But such property area shall be subject to the rights, title, and interest of Grantor reserved herein for a sanitary sewer line easement as identified, defined, and described below, *along with such other easement rights incidental thereto*;

Subject to non-delinquent taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and rights and interests which would be disclosed by an inspection and/or an accurate survey;

Subject also to the following Prohibition of Short-Term Rentals Deed Restriction and Covenant imposed herewith and hereby: The rental, exchange, use, or sale of the Property or of any dwelling unit on the Property, including an accessory dwelling unit, guest unit, or the primary single family dwelling for a period of less than thirty (30) days is prohibited (the "Deed Restriction"); the City of Sedona may enforce the provisions of this Deed Restriction through any proceedings at law or in equity, and in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, assignment, or tax sale, this Deed Restriction shall remain in full force and effect, shall run with and burden the land and shall constitute a condition of the subdivision and land use approval which shall survive any sale of the Property.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Upon recording of this Special Warranty Deed, Grantee and any subsequent transferee, assignee, or subsequent owner of the Property, acknowledge and agree to the foregoing Deed Restriction.

Grantor binds itself and its successors to warrant and defend title as against the acts of Grantor herein and no other, subject to the matters referred to herein.

RESERVED SANITARY SEWER LINE EASEMENT

Grantor expressly reserves to itself and its successors and assigns and does not transfer to Grantee with the special warranty deed, above, a non-exclusive easement ("Easement") in, on, over, across, upon, and under the lands described in **EXHIBIT 2** attached hereto ("Easement Property"), for the purposes of constructing, installing, operating, and maintaining sanitary sewer lines upon, across, over, and under the surface of the Easement Property.

Grantor hereby retains and does not transfer the right to construct, install, operate, repair, replace, maintain, and remove any sanitary sewer lines and facilities installed pursuant to this Reserved Sanitary Sewer Line Easement, and to add or alter such sanitary sewer lines and facilities at any reasonable time, and to enter upon the Easement Property at all appropriate times and places in connection with the normal operations of the Grantor and the construction, use, installation, and maintenance of such sanitary sewer lines and facilities.

Grantee shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement Property; nor shall Grantee undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such easement without the prior written consent of the Grantor; provided, however that Grantee may construct and erect fences within the limits of the Easement Property in a manner which will not unreasonably interfere with the access by the Grantor to the sanitary sewer lines and facilities installed in accordance herewith; provided, however, that Grantee shall construct and erect any such fence at its own risk and any damage thereto resulting from Grantor's reasonable use of the Easement Property retained hereby shall be the sole responsibility of the Grantee.

Grantor agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement Property and to restore the Easement Property in a reasonable manner consistent with the customary operations of a municipal sewer utility. By accepting this easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

The Easement and access rights granted and/or reserved in this Special Warranty Deed are intended to touch and concern the Property. The Easement and Access rights shall run with the Property and be binding on Grantee and its successors in title in perpetuity.

[remainder of the page left intentionally blank,
with signatures below on the following page]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

GRANTOR:

CITY OF SEDONA

By: _____
Scott M. Jablow, Mayor

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2023, the foregoing instrument was acknowledged before me by Scott M. Jablow, Mayor of the CITY OF SEDONA, an Arizona municipal corporation ("City"), on behalf of the City.

_____
Notary Public

My commission expires:

_____

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 1

[Special Warranty Deed legal description and diagram]

(to be attached)

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Legal Description
Parcel 1
APN: 401-38-006B
SWI Job #223225
July 31, 2023

The following is a description of a parcel of land lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point;

Thence South 0°57'02" East, 23.73 feet to a point;

Thence North 89°30'56" West, 129.98 feet to a point;

Thence North 77°06'18" West, 95.00 feet to a point;

Thence North 25°09'26" East, 157.00 feet to the True Point of Beginning;

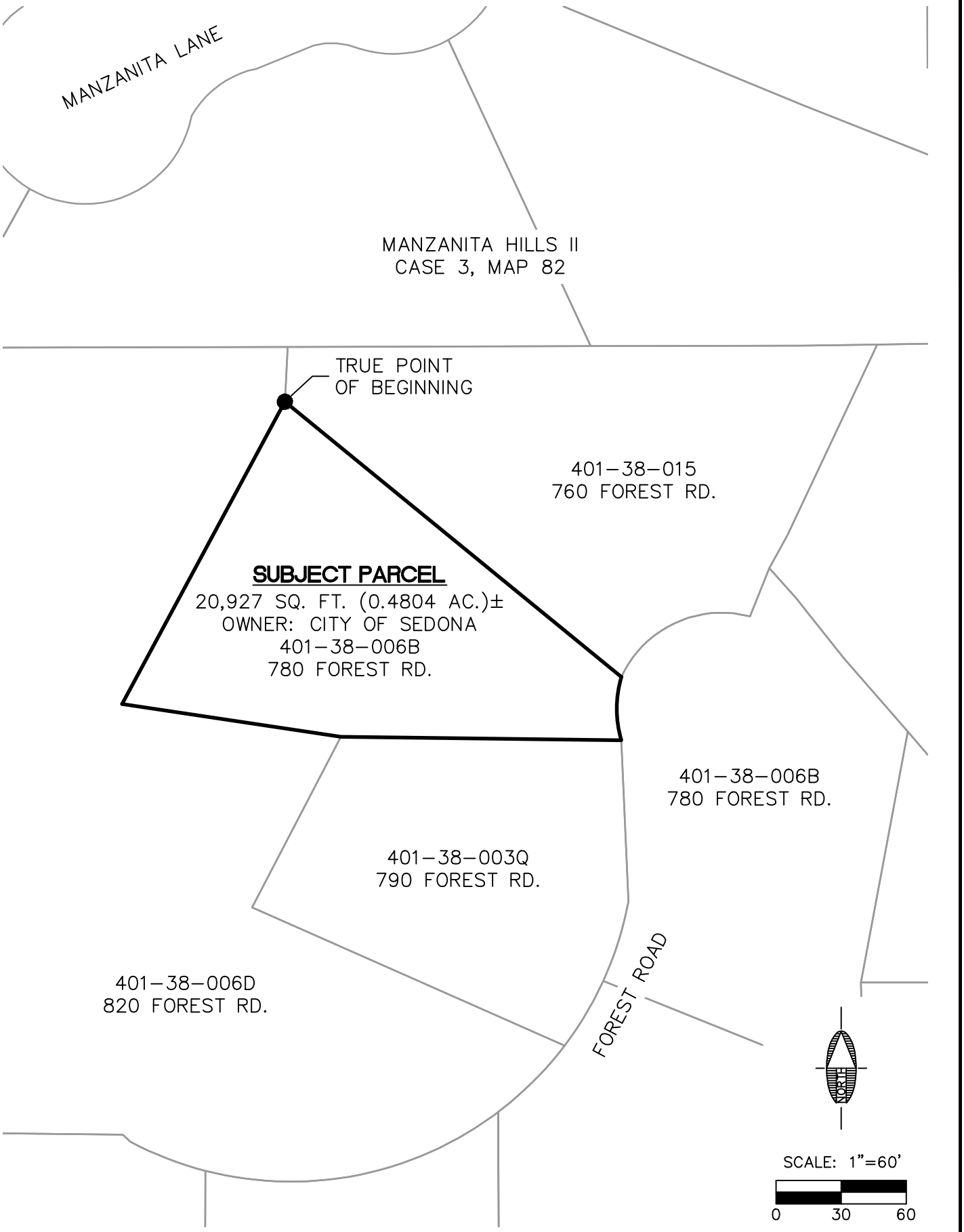
Containing 20,927 square feet (0.4804 acres) more or less.

This legal description was prepared without the benefit of a boundary survey.



DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

PLOTTED: Aug 01, 2023-7:18am



FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B.dwg SWI-C3D-2023

SWI
Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

JOB NO.	223225
DATE	JULY 2023
SCALE	AS SHOWN
DRAWN	AMR
DESIGN	
CHECKED	AMR

CITY OF SEDONA — SEDONA ARIZONA

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
APN: 401-38-006B
780 FOREST ROAD

SHEET 2 OF 2

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 2

[Sanitary Sewer Line Easement legal description and diagram]

(to be attached)

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Legal Description
Sewer Easement
APN: 401-38-006B
SWI Job #223225
September 7, 2023

The following is a description of a strip of land, 10 feet in width, lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point of non-tangency;

Thence South 0°57'02" East, 23.73 feet to a point of non-tangency;

Thence North 89°30'56" West, 10.00 feet to a point of non-tangency;

Thence North 0°57'02" West, 26.81 feet to a point of non-tangency;

Thence North 51°10'51" West, 195.59 feet to a point of non-tangency;

Thence North 25°09'26" East, 16.47 feet to the True Point of Beginning;

Containing 3,503 square feet, more or less (0.0804 acres), more or less.

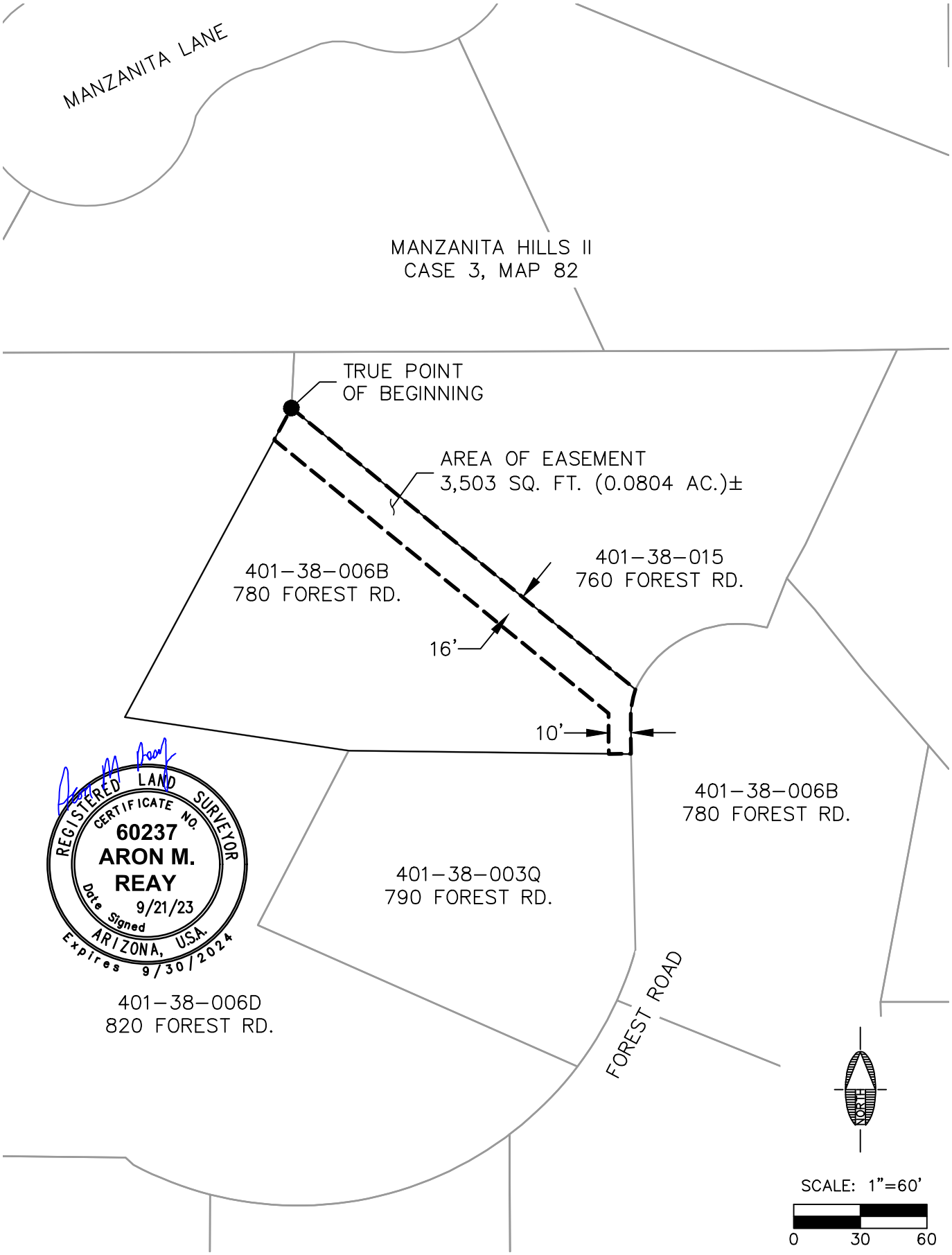


This legal description was prepared without the benefit of a boundary survey.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

PLOTTED: Sep 21, 2023–12:11pm

FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401–38–006B Sewer.dwg SWI–C3D–2023



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60237
ARON M.
REAY
Date Signed 9/21/23
ARIZONA, U.S.A.
Expires 9/30/2024

Shephard Wesnitzer, Inc.	75 Kallof Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swiaz.com	JOB NO. 223225 DATE SEPT. 2023 SCALE AS SHOWN DRAWN AMR DESIGN CHECKED AMR	CITY OF SEDONA — SEDONA ARIZONA EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION PROPOSED SEWER EASEMENT APN: 401–38–006B\780 FOREST ROAD

SHEET 2 OF 2

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 3

Satisfaction of Judgment

(to be attached)

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

JACKSON WHITE, P.C.
40 North Center Street, Suite 200
Mesa, Arizona 85201
T: (480) 464-1111
F: (480) 464-5692
Attorneys for Defendants Penman Trust
By: Anthony H. Misseldine, SBN 011625

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. STEPHANIE K. PENMAN and M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, DATED MARCH 3, 2008; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200079 **SATISFACTION OF JUDGMENT** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. 401.38.003E (Assigned to the Hon. Stacy Krueger)

Defendant Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement As Amended and Restated, July 1, 2016, hereby acknowledges receipt of all monies due under the Stipulated Judgment in Condemnation entered by the Court in this matter on _____, 2023, in full satisfaction thereof.

. . .

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

DATED this ___ day of _____, 2023.

JACKSON WHITE, P.C.

By ___*/s/ Anthony H. Misseldine*_____
Anthony H. Misseldine
Attorneys for Defendants Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie K. Penman Living Trust, Date March 3, 2008

E-filed through www.azturbocourt.gov
and a COPY e-mailed this __day of _____2023 to:

Russell R. Rea, Esq.
Murphy Cordier Casale Axel, P.L.C.
4647 N. 32nd St., Suite 150
Phoenix, AZ 85018
Attorneys for Plaintiff City of Sedona

Mark D. Byrnes, Esq.
Deputy County Attorney
Coconino County Attorney's Office
110 East Cherry Avenue
Flagstaff, Arizona 86001
mbyrnes@coconino.az.gov
Attorneys for Defendant Coconino County

By:_____

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 4

Final Order of Condemnation

(to be attached)

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

MURPHY CORDIER CASALE AXEL PLC
4647 North 32nd Street, Suite 150
Phoenix, Arizona 85018
Telephone (602) 274-9000
Facsimile (602) 795-5896

Russell R. Rea (AZ State Bar No. 014616)
rusty@mccalaw.com

Attorneys for Plaintiff City of Sedona

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision of the State of Arizona, Plaintiff, vs. STEPHANIE K. PENMAN and M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, DATED MARCH 3, 2008; COCONINO COUNTY, a political subdivision of the State of Arizona; JOHN DOES 1-10; JANE DOES 1-10; ABC COMPANIES 1-10; ABC CORPORATIONS 1-10; and ABC PARTNERSHIPS 1-10, Defendants.	Case No. S0300 CV202200079 **FINAL ORDER OF CONDEMNATION** [Eminent Domain] (Priority Case, A.R.S. § 12-1121(B)) Parcel No. 401.38.003E (Assigned to the Hon. Stacy Krueger)

It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in Condemnation dated _____, 2023, this Court may enter its Final Order of Condemnation at this time,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that fee title and easement rights, as are set forth in Exhibit 1 (Warranty Deed with legal description and diagram of fee title area), Exhibit 2 (Permanent Slope Easement with legal description and

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

diagram), Exhibit 3 (Sanitary Sewer Easement with legal description and diagram), and Exhibit 4 (Temporary Construction Easement with legal description and diagram), all of which Exhibits are attached hereto and incorporated herein by reference, and to the real property identified and described in the foregoing referenced Exhibits, are hereby condemned and vested in the Plaintiff, the City of Sedona.

DONE IN OPEN COURT this ____ day of _____, 2023.

_____
Hon. Cathleen Stacy Krueger
Judge of the Superior Court

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Exhibit 1

[Warrant Deed with legal description and diagram]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-015

WARRANTY DEED

STEPHANIE K. PENMAN AND M.S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, ("Grantor"), for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on **Schedule "A"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of _____, 2021.

[Signatures on following page]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

GRANTOR:

STEPHANIE K. PENMAN LIVING TRUST

_____
Authorized Agent
Date: _____

State of _____)
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____. In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Right-of-Way
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7;

Thence South 01°08'23" East, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) to the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being the beginning of a non-tangent curve concave to the southeast, having a radius of 39.48 feet to which the radius point bears South 21°01'56" East;

Thence southwesterly along the arc of said curve 16.90 along the southerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County, through a central angle of 24°31'11"

Thence South 44°35'56" West, 148.33 feet along said line;

Thence South 44°36'34" West, 98.78 feet along said line to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 44°04'27" West;

Thence southwesterly and northwesterly along the arc of said curve 93.57 feet along said line, through a central angle of 84°18'30";

Thence N 50°08'48" W, 7.52 feet along said line;

Thence North 42°14'15" West, 0.66 feet along said line the beginning of a non-tangent curve concave to the southeast, having a radius of 63.59 feet to which the radius point bears South 41°06'14" East;

Thence leaving said line northeasterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to the beginning of a curve concave northwest, having a radius of 85.00 feet ;

Thence northeasterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22";

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence northeasterly along the arc of said curve 71.32 feet, through a central angle of 30°16'06" to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 11.76 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 14,872 ± feet² or 0.34 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

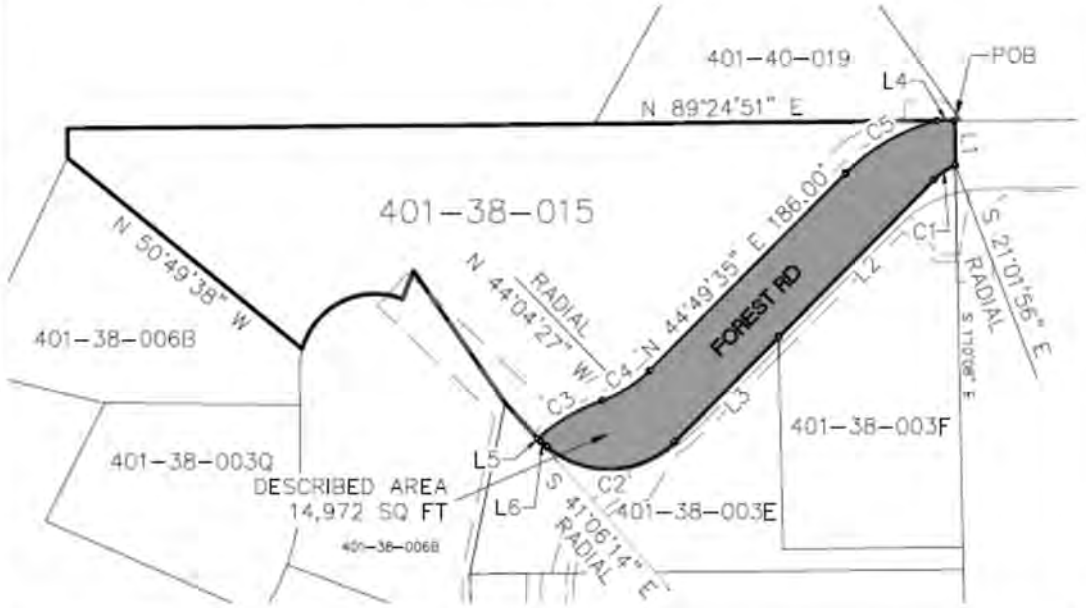


Sheet 2 of 3

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Curve Table			
Curve #	Length	Radius	Delta
C1	16.90	39.48	24°31'11"
C2	93.57	63.59	84°18'30"
C3	50.31	135.00	21°21'12"
C4	37.72	85.00	25°25'22"
C5	71.32	135.00	30°16'06"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	148.33	S 44°35'56" W
L3	98.78	S 44°36'34" W
L4	11.76	N 89°24'51" E
L5	0.66	N 42°14'15" W
L6	7.52	N 50°08'48" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed: 3/2/21
ARIZONA, USA

SCALE: 1" = 100'

0 50 100

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\401380015_ROW.DWG MPOLYDOROS
PLOTTED: Mar 17, 2021 - 8:49am

Shephard Wesnitzer, Inc.
221 N. Montana St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 20060
DATE 3/4/2021
SCALE 1"=100'
DRAWN MPR
DESIGN
CHECKED MP

FOREST ROAD
COCONINO COUNTY
ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 2
2 OF 2

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Exhibit 2

[Permanent Slope Easement with legal description and diagram]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent slope easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of_____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Slope Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East and the **TRUE POINT OF BEGINNING**;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 4.38 feet along said line;

Thence leaving said line North 52°28'29" East, 24.59 feet;

Thence North 38°58'06" East, 49.81 feet;

Thence North 44°56'33" East, 211.82 feet;

Thence North 61°20'31" East, 45.29 feet to a point on the northerly line of said parcel;

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence North 89°24'51" East, 16.51 feet along said line to the **TRUE POINT OF BEGINNING.**

Containing 1,946 ± feet² or 0.04 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

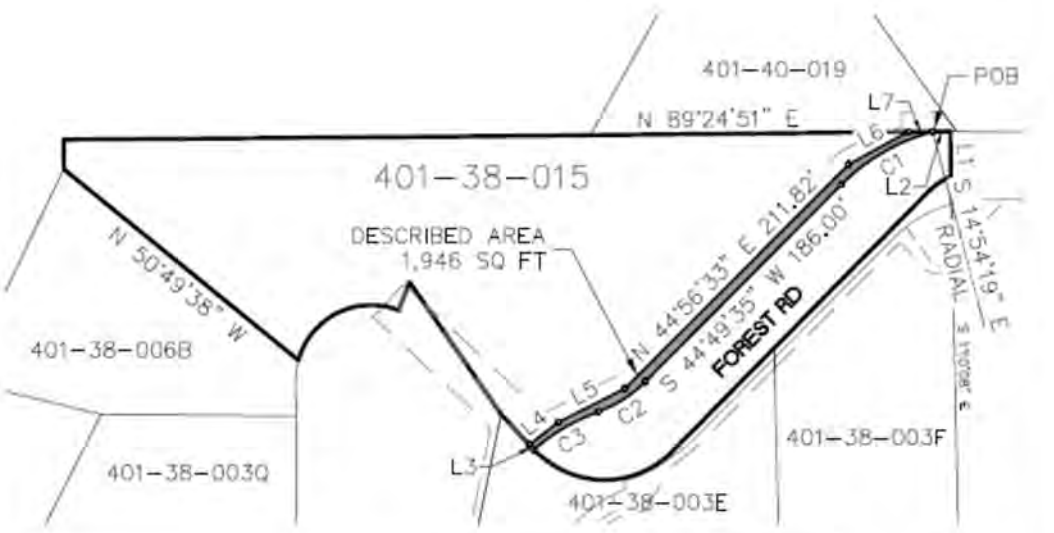


Sheet 2 of 3

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	11.76	S 89°24'51" W
L3	4.38	N 42°14'15" W
L4	24.59	N 52°28'29" E

Parcel Line Table		
Line #	Length	Direction
L5	49.81	N 63°02'59" E
L6	45.29	N 61°20'31" E
L7	16.51	N 89°24'51" E

SCALE: 1" = 100'
0 50 100

Curve Table			
Curve #	Length	Radius	Delta
C1	71.32	135.00	30°16'06"
C2	37.72	85.00	25°25'22"
C3	50.31	135.00	21°21'12"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40321
MARK J.
POLYDOROS
Date Signed 3/2/21
ARIZONA, USA

Shephard Wesnitzer, Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swinc.com

JOB NO.	20080
DATE	3/4/2021
SCALE	1"=100'
DRAWN	BPR
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 2 OF 2

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\401380015_SLP.DWG, MPOLYDOROS, PLOTTED: May 17, 2021

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Exhibit 3

[Sanitary Sewer Easement with legal description and diagram]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Sanitary Sewer Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

SANITARY SEWER EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **sanitary sewer easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining a municipal sanitary sewer collection system upon, across, over, and under the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule** "A" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, alter, repair, replace, and maintain the sanitary sewer facilities installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of such sanitary sewer facilities. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon and to restore the same in a reasonable manner and condition consistent with the customary operations of a municipal sanitary sewer collection system.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the sanitary sewer facilities installed in accordance herewith. Any such fence Grantor constructs and erects shall be at Grantor's own risk, and any damage thereto resulting from the Grantee's reasonable use of and access to the Easement granted hereby shall be the sole responsibility of the Grantor.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Sanitary Sewer Easement
APN: 401-38-015
Job # 10201 03/17/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32" to the **TRUE POINT OF BEGINNING;**

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 66.52 feet along said line;

Thence leaving said line South 47°01'30" East, 99.88 feet to the **TRUE POINT OF BEGINNING.**;

Containing 971 ± feet².

Sheet 1 of 4

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32";

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 107.49 feet along said line;

Thence South 20°56'11" West, 9.34 feet along said line to the **TRUE POINT OF BEGINNING;**

Thence continuing South 20°56'11" West, 10.98 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50.00 feet to which the radius point bears South 21°27'32" West;

Thence northwesterly along the arc of said curve along said line 4.76 feet, through a central angle of 05°27'02";

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Thence leaving said line North 42°58'30" East, 12.08 feet;

Thence South 47°01'30" East, 0.24 feet to the **TRUE POINT OF BEGINNING.**

Containing 27 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

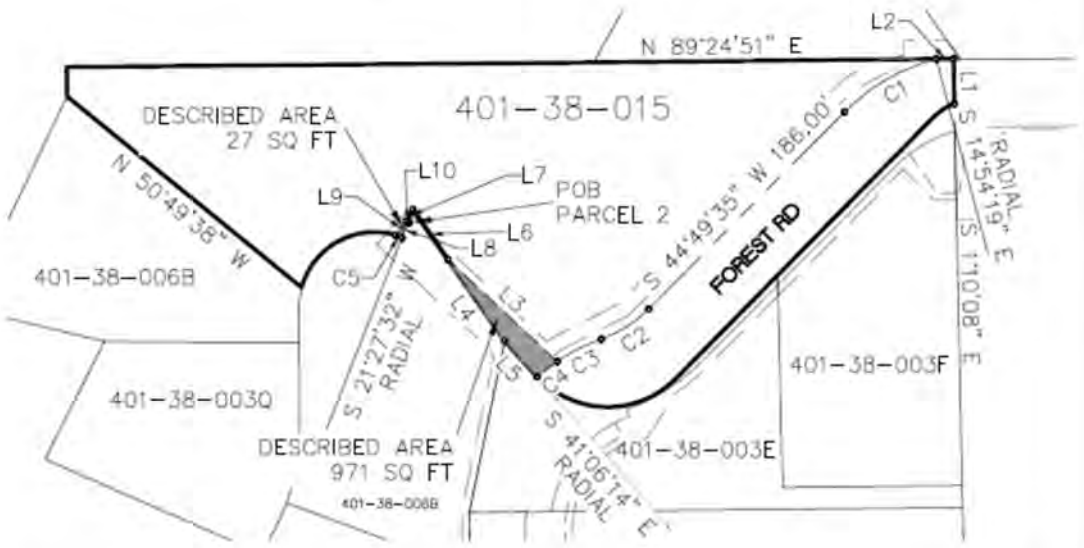


Sheet 3 of 4

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Curve Table			
Curve #	Length	Radius	Delta
C3	33.32	135.00	14°08'31"
C2	37.72	85.00	25°25'22"
C1	71.32	135.00	30°16'06"
C4	16.99	135.00	7°12'41"
C5	4.76	50.00	5°27'02"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	N 0°53'30" W
L2	11.76	S 89°24'51" W
L3	99.88	S 47°01'30" E
L4	66.52	N 34°49'19" W
L5	32.16	N 42°14'15" W
L6	40.97	S 34°49'19" E
L7	9.34	S 20°56'11" W
L8	10.98	S 20°56'11" W
L9	12.08	N 42°58'30" E
L10	0.24	S 47°01'30" E



Shephard Wesnitzer Inc.
221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swinc.com

JOB NO.	20060
DATE	3/4/2021
SCALE	1"=100'
DRAWN	MPM
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 4 OF 4

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PLOTTED: Mar 17, 2021 - 2:39pm

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Exhibit 4

[Temporary Construction Easement with legal description and diagram]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Temporary Construction Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor"), do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **Stephanie K. Penman Living Trust**

_____
Authorized Agent

STATE OF ARIZONA)
) ss.
County of_____)

_____
Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

_____
Sandra J. Moriarty, Mayor

ATTEST:

_____
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Schedule A
[legal description, see attached]

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

LEGAL DESCRIPTION

Temporary Construction Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the **TRUE POINT OF BEGINNING;**

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence leaving said line South 47°01'30" East, 109.25 feet;

Thence North 52°28'29" East, 5.51 feet;

Thence North 63°02'59" East, 49.15 feet;

Thence North 44°56'33" East, 211.67 feet;

Thence North 61°20'31" East, 27.98 feet to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 21.25 feet along said line to the **TRUE POINT OF BEGINNING.**

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Containing 4,459 ± feet² or 0.10 Acres.

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence continuing North 34°49'19" West, 17.31 feet along said line;

Thence South 20°56'11" West, 3.95 feet along said line to the **TRUE POINT OF BEGINNING;**

Thence continuing South 20°56'11" West, 16.37 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50 feet to which the radius point bears South 22°07'45" West;

Thence northwesterly along the arc of said curve 10.51 feet along said line, through a central angle of 12°02'37";

Thence leaving said line, North 42°58'30" East, 19.92 feet;

Thence South 47°01'30" East, 3.21 feet to the **TRUE POINT OF BEGINNING.**

DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

Containing 116 ± feet².

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

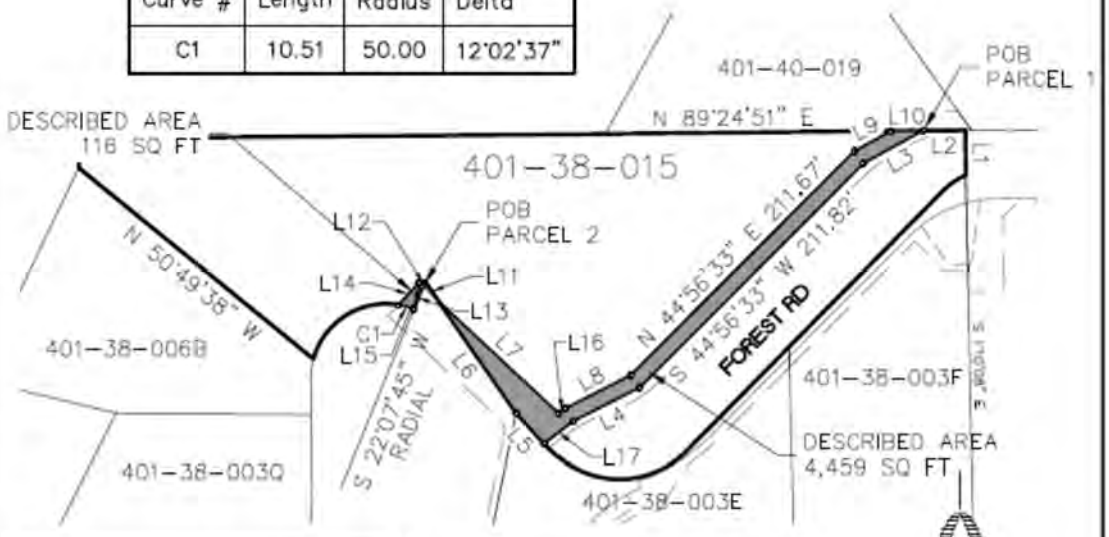


DocuSign Envelope ID: B90E4B69-E3BC-4A7A-BA3B-4E8DA8CD2E5B

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Curve Table			
Curve #	Length	Radius	Delta
C1	10.51	50.00	12°02'37"



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	28.27	S 89°24'51" W
L3	45.29	S 61°20'31" W
L4	49.81	S 63°02'59" W
L5	27.77	N 42°14'15" W
L6	90.18	N 34°49'19" W
L7	109.25	S 47°01'30" E
L8	49.15	N 63°02'59" E
L9	27.98	N 61°20'31" E

Parcel Line Table		
Line #	Length	Direction
L10	21.25	N 89°24'51" E
L11	17.31	N 34°49'19" W
L12	3.95	S 20°56'11" W
L13	16.37	S 20°56'11" W
L14	19.92	N 42°58'30" E
L15	3.21	S 47°01'30" E
L16	5.51	N 52°28'29" E
L17	24.59	S 52°28'29" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 40221
MARK A. POLIVOROS
ARIZONA, U.S.A.

Shephard Wesnitzer Inc.
221 N. Marina St. Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax

JOB NO.	20060
DATE	3/4/2021
SCALE	1"=100'
DRAWN	RPM
DESIGN	
CHECKED	MP

FOREST ROAD — COCONINO COUNTY ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

SHEET 4 OF 4

PLOTTED: Mar 17, 2021-10:54am
FILE P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\401380I5_TIE.DWG MPOLIVOROS

RESOLUTION NO. 2023-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH THE STEPHANIE K. PENMAN LIVING TRUST, TO RESOLVE ONGOING LITIGATION IN COCONINO COUNTY SUPERIOR COURT CASE NUMBER CV2022-00079.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA as follows:

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Settlement Agreement with the Stephanie K. Penman Living Trust to resolve ongoing litigation in Coconino County Superior Court Case No. CV202200079, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 24th day of October, 2023.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Land Division, Land Combination, Lot Line Adjustment Permit Application

Fee: Division or Lot Line Adjustment: $300
Combination: $200

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

Instructions:

- Complete this form and the appropriate attached county form (Yavapai or Coconino).
- In order to ensure that a division/combination/lot line adjustment complies with applicable zoning regulations, does not create land locked parcels, and/or does not constitute a subdivision, a City of Sedona Permit must be obtained prior to the division/combination/lot line adjustment of a parcel.
- When applying for a Land Division Permit, you must fill out a Site Address Request (SAR) for each new parcel (additional fees charged). This form will be kept on file and completed with new addresses assigned once the City of Sedona is notified by the applicable County that the Land Division has been recorded.
- When applying for a Land Combination Permit, proof of ownership may be required for recently purchased parcels that have not yet been updated on the County's website.
- Property owners are responsible for contacting any HOA or subdivision regulatory bodies to obtain any necessary approvals.
- A pre-application meeting with City Staff may be required to determine submittal requirements.

Primary Contact*:	Johnathan Hoffman	Application for:	☑ Division ☐ Combination ☐ Lot Line Adjustment
Phone:	928-203-5124	LDP:	
Mailing Address:	102 Roadrunner Drive	Date Rec'd:	
City/State/Zip:	Sedona / AZ / 86336	Fee Rec'd:	
Email Address:	jhoffman@sedonaaz.gov	Initials:	

**The current owner is responsible for any applicable sewer charges for new lots until owner information is updated with the County.*

Property Address/Location:	780 Forest Road		
Current Parcel Number(s):	401-38-006B	New Parcel Number(s):	
Legal Description of existing property**:	See Attached		

***If legal description does not fit in space provided, please attach to this application.*

SAR Submitted: ☐ Yes ☐ No ☐ Not Applicable	SAR:	

- Attach 2 maps of appropriate scale showing property lines, boundaries, dimensions, bearings and total acreage for existing and proposed parcels.
  - Existing site improvements including buildings, accessory structures and retaining walls should also be shown.
  - Represent current conditions with a solid line (—) and proposed conditions with a dashed line (- - - - -).

Legal description of newly created parcel or parcels *(May be included as an attachment)*

1. Owner:	City of Sedona		
Legal Description and Easements:	See Attached		
Owner Signature :		Date:	

2. Owner:			
Legal Description and Easements:			
Owner Signature :		Date:	

3. Owner:			
Legal Description and Easements:			
Owner Signature :		Date:	

FOR OFFICE USE ONLY			
LDP: 23-00012		Zoning Action: ☒ Approved	☐ Denied
Engineering Action: ☒ Approved	☐ Denied	Finance Action: ☒ Approved	☐ Denied
Director Action: ☒ Approved	☐ Denied		
Denial based upon the following findings: ☐ The parcels which would result from the land division do not conform to applicable zoning regulations. ☐ The division of land would result in a subdivision as defined in the City of Sedona Land Development Code. ☐ One or more of the resulting parcels is landlocked. ☐ Other (Specify):			
Carmen		October 4, 2023	
Zoning Approval		Date	

Official Records of Coconino County 3948136
Patty Hansen - Recorder 04/15/2022 09:21:22 AM Pgs: 3
FOURTIER SOFTWARE LLC $30.00

RECORDING REQUESTED BY:
Empire Title Agency

WHEN RECORDED MAIL TO:
City of Sedona, an Arizona Municipal Corporation
Attn: City Attorney Office
780 Forest Road
Sedona, AZ 86336

FILE NO.: 1568018-DS

2/2

SPACE ABOVE THIS LINE FOR RECORDERS USE

WARRANTY DEED

For consideration of Ten Dollars, and other valuable considerations, I or we,

James P. Ochoa and Tina-Marie Ochoa, Husband and Wife, as Joint Tenants with Rights of Survivorship

do/does hereby convey to

City of Sedona, an Arizona Municipal Corporation

the following real property situated in **Coconino** County, State of Arizona:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title, against all persons whomsoever, subject to the matters set forth above.

Date: April 8, 2022

Unofficial Copy

File No.: 1568018
Warranty Deed – Continued
Page 2

James P. Ochoa

Tina-Marie Ochoa

State of Arizona)
) ss
County of Yavapai)

On 13th day of APRIL, 2022, before me, the undersigned Notary Public, **James P. Ochoa and Tina-Marie Ochoa**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

OFFICIAL SEAL
Donna Smith
NOTARY PUBLIC - ARIZONA
Yavapai
COMM # 597293
My Comm. Expires February 1, 2025

Notary Public

My commission expires: 02-01-2025

Unofficial Copy

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That part of the NW1/4, SE1/4, Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona described as follows:
Commencing for reference at the Center of said Section 7;
THENCE N 89° 16'32" E along the East-West mid section line of said Section 7, a distance of 321.06 feet to the Southwest corner of Manzanita Hills Unit II as recorded in Case 3 Map 82, Coconino County Recorders Office
THENCE N 89° 16'32"E and along said East-West mid section line a distance of 372.91 feet;
THENCE S 0° 43'28" E a distance of 20.00 feet to the POINT OF BEGINNING;
THENCE S 25° 09'26" W distance of 157.00 feet;
THENCE S 77° 06' I8"E a distance of 95.00 feet to a point said point being the Northwest corner of a parcel exception as described in Book 1317-Page 736 Coconino County Records;
THENCE S 89° 30'56" E and along the Northerly line of said exception a distance of 129.98 feet (Record S 89'43'37"E 130.00');
THENCE N 0° 57'02" W a distance of 23.73 feet (Record N 1 ° 07'51"N 23.50') to a point of curve;
THENCE along a curve to the right having a radius of 50.00 feet, a central Engle of 16 ° 11'30', an arc distance of 14.13 feet to a point;
THENCE leaving said curve on a non radial line N 51° 10'51" W a-distance of 202.12 feet to the POINT OF BEGINNING;

PARCEL 2:

That part of the NW1/4, SE1/4, Section 7, Township 17 North Range 6 East Gila and Salt River Base and Meridian, Coconino County, Arizona described as follows:
Commencing for reference at the Center of said Section 7;
THENCE N 89° 16'32" E along the East-West mid section line of said Section 7, a distance of 321.06 feet to the Southwest corner Manzanita Hills Unit II as recorded in Case 3 Map 82, Coconino County Recorders Office;
THENCE N 89° 16'32" E and along said East-West mid section line a distance of 643.91 feet to the Southeast corner of Manzanita Hills Unit II;
THENCE leaving said East-West mid Section line S 21 ° 49'58" W a distance of 105.26 feet, (Record S 21° 47'57" W 105.03') to the POINT OF BEGINNING;
THENCE S 35° 00'40" E a distance of 107.43 feet (Record S 34 ° 58'24' E 107.52) to a point;
THENCE S 11° 26'38" W a distance of 116.83 feet, (Record S 11 ° 29'55 E 116.75') to a point;
THENCE S 0° 59'42" East a distance of 39.08 feet, (Record S 1 ° 02'31"E 39.11') to a point;
THENCE N 70° 02'14" W a distance of 110.89 feet, (Record N 70 ° 00'00" W 130 79') to a point said point being on a curve concave to the Northwest having a radius of 150.00 feet from which a radial line bears N 70° 00'00" W;
THENCE Northerly on a curve to the left an arc distance of 55.32 feet through a central angle of 21 ° 07'51" to a point of tangent;
THENCE N 0° 57'02" W and along said tangent a distance of 76.23 feet, (Record N 1 ° 07'51" W 76.00') to a point of curve;
THENCE on a curve to the right having a radius of 50.00 feet, a central angle of 112 ° 34'17" , an arc distance of 98.24 feet to a point on said curve thence leaving said curve;
THENCE leaving said curve N 21° 49'58" E a distance of 20.49 feet to the POINT OF BEGINNING.

Unofficial Copy

Legal Description
Parcel 1
APN: 401-38-006B
SWI Job #223225
July 31, 2023

The following is a description of a parcel of land lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point;

Thence South 0°57'02" East, 23.73 feet to a point;

Thence North 89°30'56" West, 129.98 feet to a point;

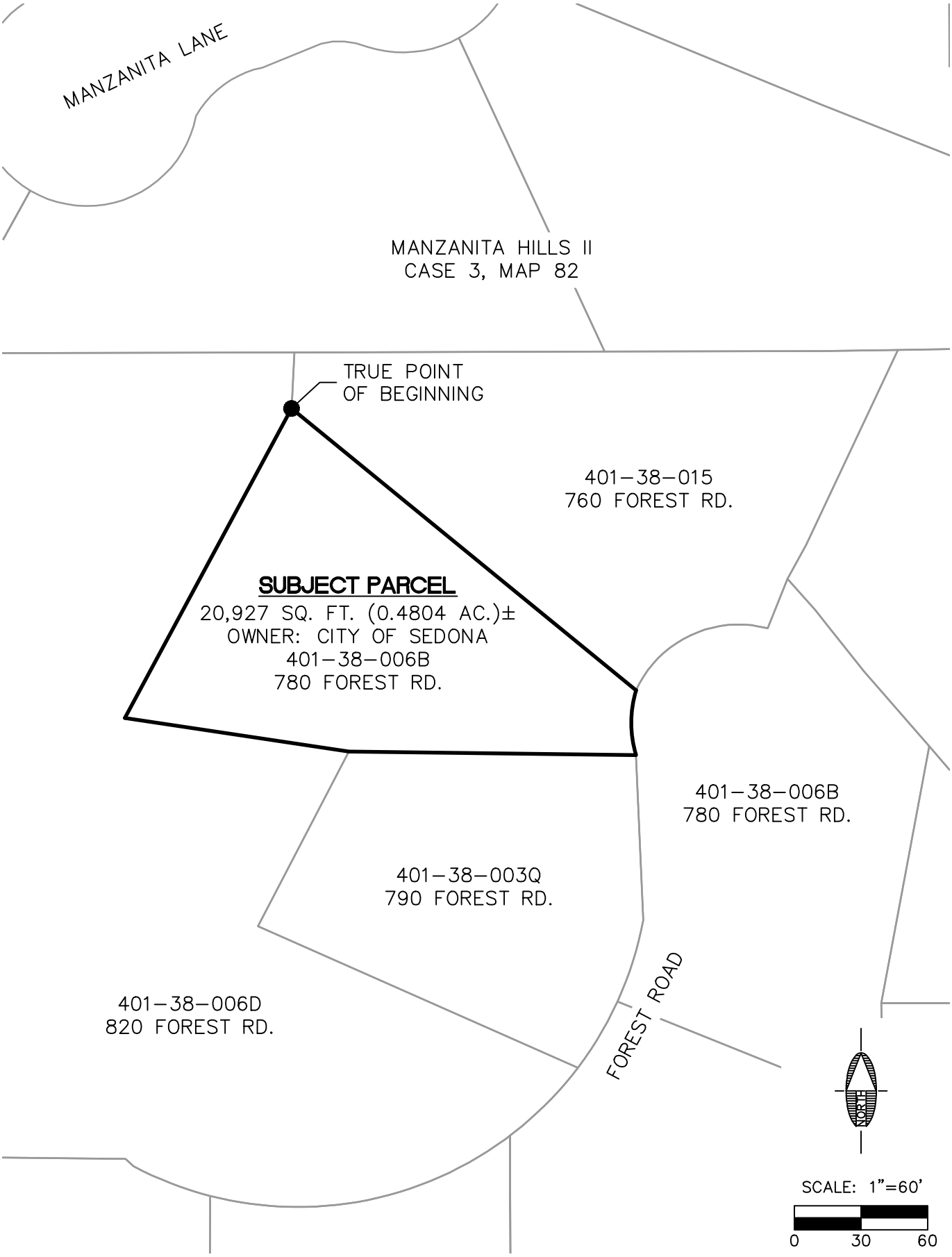
Thence North 77°06'18" West, 95.00 feet to a point;

Thence North 25°09'26" East, 157.00 feet to the True Point of Beginning;

Containing 20,927 square feet (0.4804 acres) more or less.

This legal description was prepared without the benefit of a boundary survey.





PLOTTED: Aug 01, 2023-7:18am

FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B.dwg SWI-C3D-2023

Shephard Wesnitzer, Inc.	75 Kallof Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swiaz.com	JOB NO. 223225 DATE JULY 2023 SCALE AS SHOWN DRAWN AMR DESIGN CHECKED AMR	CITY OF SEDONA EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION APN: 401-38-006B 780 FOREST ROAD	SEDONA ARIZONA	SHEET 2 OF 2

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	150.00'	55.86'	S9°07'18"W	55.54'	21°20'10"	28.26'
C2	50.00'	14.19'	S9°28'07"W	14.15'	16°15'57"	7.15'
C3	50.41'	84.37'	S63°39'04"W	74.86'	95°53'31"	55.88'

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.14	S0°21'18.53"E
L2	26.14	S0°21'18.53"E
L3	23.34	S2°00'05.29"E
L4	20.32	S20°56'11.42"W
L5	107.49	N34°49'18.50"W
L6	116.85	N11°40'55.20"E
L7	39.08	N0°47'09.35"W
L8	5.36	S69°42'47.30"E
L9	105.65	S69°49'25.65"E
L10	19.64	S69°34'20.34"E

760 FOREST RD
PARCEL NO:
40138015
OWNER: PENMAN STEPHANIE K LIVING TRUST DTD 03-03-08
R/W ACQUISITION =14,962 SF
GRADING ESMT=2,855 SF
TCE=4,680 SF
SEWER ESMT=971 SF

780 FOREST RD
PARCEL NO:
40138006B
OWNER: OCHOA JAMES P & TINA MARIE
TOTAL AREA = 24,267 SF

790 FOREST RD
PARCEL NO:
40138003Q
OWNER: MCENEY NANCY VIOLETTE

731 FOREST RD
PARCEL NO: 40138003E
OWNER: MCDONALD JEAN ANN 1994 REVOCABLE TRUST AGREEMENT AS AMENDED AND RESTATED DTD 07-01-16
R/W ACQUISITION=6,353 SF
GRADING ESMT=706 SF
TCE=2,179 SF

SEDONA, AZ 86336
PARCEL NO:
40138011E
OWNER: POOL DAN B & KARYN
TCE=375 SF

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

PARCEL 401-38-006B, PROPOSED LOT SPLIT

07/02/2021

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED 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. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2021

K:\PRS_Rooklevy\195920008-Forest Road Connection\Civil\02-Exhibits\Rooklevy\2021-07-02_ForestProperty Exhibit.dwg Layout1 Jul 06, 2021 9:39am by James.Ware

COCONINO COUNTY ARIZONA

LAND DIVISION COMBINATION/SPLIT REQUEST FORM

To efficiently process, forms older than October 25, 2019 will not be accepted.

1. **Return Address:** Johnathan Hoffman
   Name

   102 Roadrunner Drive | Sedona | AZ | 86336
   Address | City | State | Zip

2. **As the owner on record, I hereby authorize my parcel to be:** ☑ Split ☐ Combined

3. **List parcel(s) to be combined/split and the current use of each parcel:**

Parcel Number(s)	Residential	Vacant	Agricultural	Commercial	Rental
401-38-006B	☑	☑	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐

4. **Survey Recording Number:** _____

5. **Approval Signatures:**
   If parcels are located within city boundaries:

   City Planning & Zoning [signature] LDP23-00012 October 4, 2023
   Signature Date

   If parcels are **not** located within city boundaries no signature is required. However, the owner must attach an approved land combination/split or subdivision corrective replat permit issued by Coconino County Community Development.

   Treasurer's Office _____
   Signature Date

6. Owner and Contact Information:

Parcel #1

Owner Name Per Assessor Records

Please list Agent Name if Agent for Owner is filing this form. A notorized authorization must be attached.

Contact Address | City | State | Country | Zip

Phone Number | Contact Email

Signature | Date

Parcel #2

Owner Name Per Assessor Records

Please list Agent Name if Agent for Owner is filing this form. A notorized authorization must be attached.

Contact Address | City | State | Country | Zip

Phone Number | Contact Email

Signature | Date

Parcel #3

Owner Name Per Assessor Records

Please list Agent Name if Agent for Owner is filing this form. A notorized authorization must be attached.

Contact Address | City | State | Country | Zip

Phone Number | Contact Email

Signature | Date

7. Legal Descriptions for Current Parcels, may provide attachments:

Parcel #1

Street Address: _____

Tax Area: _____ County Zoning Code: _____

Legal Description From Deed: _____

_____

Existing Access and Utility Easements: _____

_____

Parcel #2

Street Address: _____

Tax Area: _____ County Zoning Code: _____

Legal Description From Deed: _____

_____

Existing Access and Utility Easements: _____

_____

Parcel #3

Street Address: _____

Tax Area: _____ County Zoning Code: _____

Legal Description From Deed: _____

_____

Existing Access and Utility Easements: _____

_____

8. Legal Descriptions for New Parcels, may provide attachments:

New Parcel A

Legal Description: _____

_____

Proposed Access and Utility Easements: _____

_____

Street Address (Optional): _____

Owner Mailing Address: _____
City State Country Zip

New Parcel B

Legal Description: _____

_____

Proposed Access and Utility Easements: _____

_____

Street Address (Optional): _____

Owner Mailing Address: _____
City State Country Zip

New Parcel C

Legal Description: _____

_____

Proposed Access and Utility Easements: _____

_____

Street Address (Optional): _____

Owner Mailing Address: _____
City State Country Zip

CITY COUNCIL AGENDA BILL

AB 3003
October 24, 2023
Appointments

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding the appointment of Tourism Advisory Board members.

Department	City Clerk
Time to Present	5 minutes
Total Time for Item	15 minutes
Other Council Meetings	None
Exhibits	A. Applications

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Appoint the new TAB members in accordance with AB 3003.

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

SUMMARY STATEMENT

Background: The City advertised seeking applicants to fill eleven (11) open seats on the Board with an application deadline of July 10, 2023 for two (2) and four (4) year terms.

City Council selected twenty (20) of thirty-seven (37) applicants to interview. The interviews were conducted on September 28th, October 4th, and October 5th. The terms will begin on January 1, 2024 and end on December 31, 2025, for the two (2) year terms, or until a successor is appointed, whichever is later. For the four (4) year terms the terms will begin on January 1, 2024 and end on December 31, 2027, or until a successor is appointed.

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

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

Alternative(s): N/A

MOTION

I move to: appoint Althea Johnson, Craig Swanson, David Price (Chair), John Fitzgibbons (Vice Chair), and Randy McGrane to seats on the Tourism Advisory Board. The terms will begin on January 1, 2024 and end on December 31, 2025 or until a successor is appointed, whichever is later.

I move to: appoint Alisha Hansen, Bob Pifke, Danielle Sonn, Frances Riemer, Renee Taylor, and Richard Kepple to seats on the Tourism Advisory Board. The terms will begin on January 1, 2024, and end on December 31, 2027 or until a successor is appointed, whichever is later.

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JUL 05 2023

CITY OF SEDONA
CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☐ Yes ☑ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: John Fitzgibbons

MAILING ADDRESS: [redacted] Sedona, Az. 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: [redacted] **Work:** [redacted] **Cellular:** _____

EMAIL: [redacted]

Are there any days you will not be available for an interview?
All days available

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? President of Pink Jeep

For how many years have you been a resident, business owner, or organizational representative? 5 of PJT - 32 Herschend Entertainmnet

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

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CITY CLERK'S OFFICE

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

TOURISM ADVISORY BOARD APPLICATION: J. FITZGIBBONS

1. **Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.**

   Over the past 32 years with Herschend Family Entertainment in the roles of VP Finance, Corporate VP of Operations, Sr VP of Attractions and now President of Pink Jeep Tours I have partnered with city, state and federal administrators in destinations across the US to further both company and community initiatives. In the 32 years these partnerships have occurred in large metro areas, mid-size and small-town communities. In all these experiences, for the health of a company is dependent on the health of the community in which it operates, true partnerships of balance.

   Current collaborations:

   - Pink Jeep partners with local and state tourism boards to promote both brand and destination. In addition to targeted ad placements, this involves hosting coordinated fam tours for press, visiting officials and dignitaries. Our Grand Canyon GM will participate in a panel at the upcoming Governor's Conference on Tourism to discuss the cooperative efforts of competitors to strategically market the town of Tusayan – something we are immensely proud of.
   - All Pink Jeep locations work closely with State Parks, National Parks, National Forests or National Monuments to ensure safe and sustainable usage. In fact, Pink Jeep has been cited by Congress for its successful partnership in maintaining and protecting the lands it travels. Specifically for Pink Jeep Sedona:
     - Actively involved with Red Rock OHV Conservation Crew, which works alongside Tread Lightly, Coconino National Forest Red Rock Ranger District, AZ State Parks, AZ Fish & Game, and Yavapai County Sheriff to promote ethical and responsible motorized recreation.
     - Dedicated trail conservation team that helps the National Forest Service rehabilitate the five trails that our tour vehicles operate on. We are the sole tour operator maintaining two trails for the USFS - Broken Arrow and Diamondback Gulch.
     - Employment of year-round site hosts for the Honanki Heritage Site to welcome and educate visitors about the site and explain trail etiquette.
     - Our partnership with the National Forest Foundation's Forest Stewardship program began in 2015. Funding has contributed to 12 partner-led projects to date, each benefiting the Forest and employing and involving local and regional individuals.

2. **What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?**

   There is a necessity to build destination awareness and strategically position Sedona as a premier experience to the right demographic of potential guest. (higher end PRISM categories) This requires a dedication to long-term, sustainable tourism that will provide a

return on investment, maximize social and economic benefits for the local community, enhance our cultural heritage, and reduce negative impacts to the environment. It is the role of the Board to ensure that combined tourism efforts meet key criteria.

3. **What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?**

   Tourism is the driving economic force of the region, and taking a passive role in destination marketing will have a negative effect on both community and business in the short and long term.

   Destination marketing is executed with precision – specific demographics that fit both price point and lifestyle. These past few years post COVID have shown that a reliance on social media buzz is inadequate and does not target the right audiences. The pause in activity has only served to eliminate the positive and far-reaching impact that quality, targeted audiences have on the Sedona community.

4. **What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?**

   - Alienated local residents
   - Degraded tourist experience
   - Overloaded infrastructure
   - Damage to nature

5. **What do you hope to accomplish as a Tourism Advisory Board member?**

   Sedona is neither the first nor last small town to struggle with balancing tourism and resident lifestyle. There is no easy fix to overcrowding, but the implementation of an effective destination marketing plan will help to smooth visitors over time and perhaps spread visitors across sites to avoid congestion. It is my hope that the combined expertise of the Board, marketing partners and learnings from similar destinations will lead to positive change and growth.

6. **What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?**

   As explained in question 1, cooperative efforts are at the core of Pink Jeep operations.

7. **What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?**

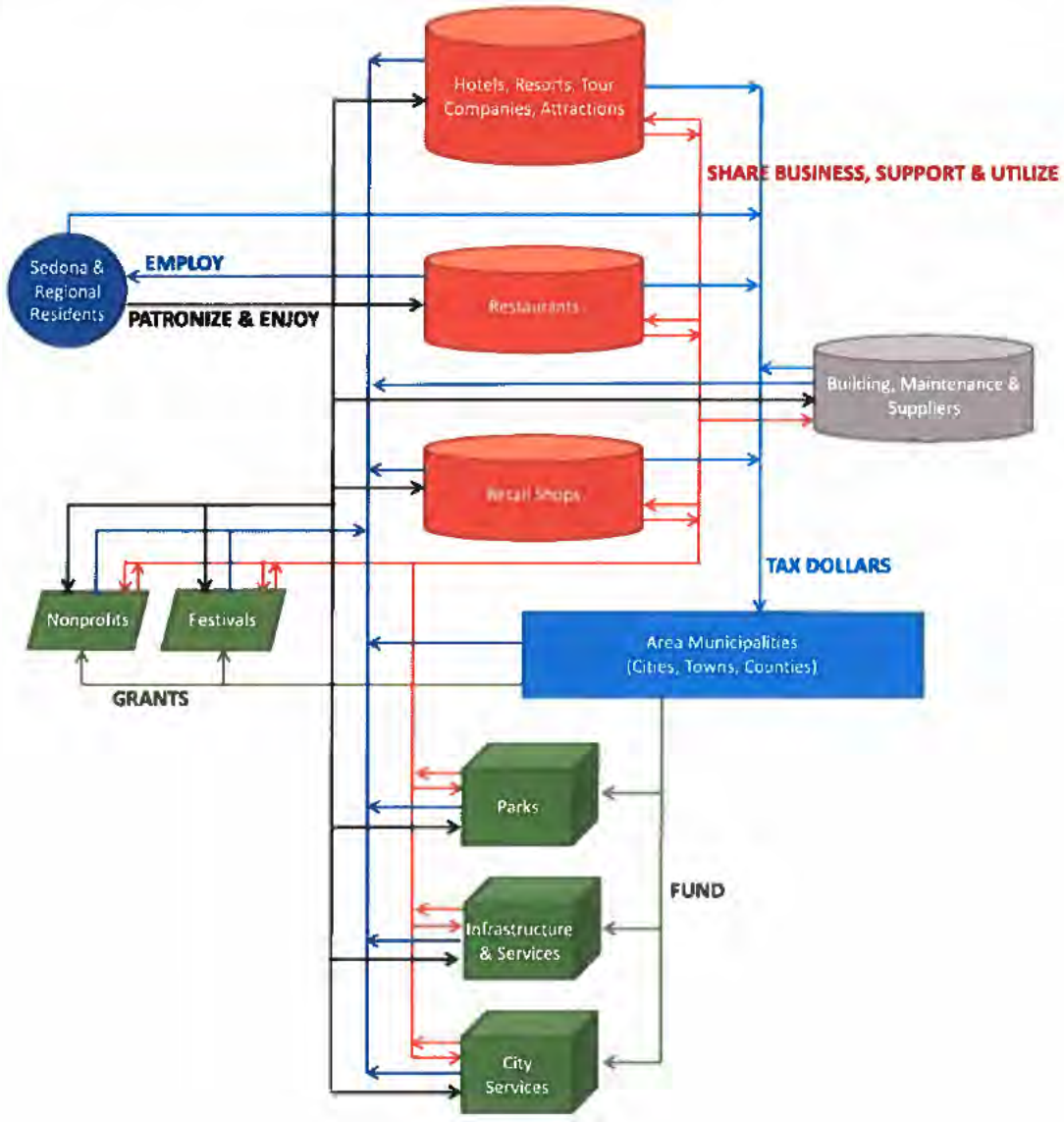
   - Inspire targeted demographic travelers, driving new and repeat leisure overnight visits to Sedona.
   - Be precise and purposeful with media placements.
   - Measure success against performance indicators that accommodate key criteria, such as those mentioned in question 2.

8. **What is your perspective on the importance of branding and marketing for Sedona as a destination?**

Effective brand awareness creates deep connections with targeted travelers. Long-term, uninterrupted efforts will sustain us through economic downturns and distinguish Sedona from other singular destinations such as Santa Fe and Jackson Hole.

9. **What do you see as the city's role in providing support to private business?**

Continued acknowledgement and development of symbiotic relationships that drive beneficial economic, social and environmental impacts.



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CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☑ Yes ☐ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Alisha Hansen

MAILING ADDRESS: [redacted] Sedona AZ 86339
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: [redacted] **Work:** same **Cellular:** [redacted]

EMAIL: [redacted]

Are there any days you will not be available for an interview?
July 5th, 10th, 12th, 17 - 26th and August 5th - 13th

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? I own 7 businesses within the City limits

For how many years have you been a resident, business owner, or organizational representative? Business owner and resident from 2010 - 2012, and Dec. 2015 - present

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

Alisha A Hansen

TAB Q&A

1.Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

I have been a business owner in, and a resident of Sedona for the past 13 years. My husband & I have started three retail stores and have acquired an additional four over the course of our time here. We have experience in Tlaquepaque since 2010, and Uptown since 2015. I serve as the financial manager of our businesses, along with other roles and responsibilities. I also hold a BS in Environmental Biology and have an in-depth understanding of environmental practices and methods.

2.What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

I believe the TAB should be responsible for educating and advising the City's Officials on how to effectively market & manage tourism in a sensitive environment. I feel that the City benefits greatly from its local businesses, with many of them being directly related to our tourism. I feel it's the TAB's role to assist the City's Officials by presenting facts, data and logical solutions to our tourism and management needs.

3.What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

I believe that the pulse and lifeblood of this town revolves around tourism. This positively affects our businesses, and by default our residents, by sustaining a thriving economy in a relatively "small town" and allowing us to have access to world class restaurants, cultural events and other amenities.

I also realize that there needs to be thoughtful management of the large volume of visitors we receive. We need to mitigate the traffic, garbage & abuse of our natural surroundings that comes along with that volume.

4.What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

I believe that the City and TAB have a big job cut out for them to get both business owners & residents to come together for the good of us all. The City needs to responsibly market the town and it's businesses for the good of our economy. Doing this in a way that works concurrently with the efforts of the Chamber of Commerce and other business advocates is critical to being a successful campaign.

5.What do you hope to accomplish as a Tourism Advisory Board member?

I hope to be a voice for business owners AND residents of Sedona. I hope to work together with the board and the City to formulate and implement tourism marketing and management practices that ensure the viability of our community now, and for many years to come.

6.What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

I have many years of business experience managing up to 50 staff members at a time. I have established solid and friendly relationships with our "competition" in town. I strive to find creative solutions and common ground instead of fueling animosity and ill will.

7.What do you see as the highest priorities for the Tourism Advisory Board and anew municipal tourism marketing and management program?

I see the highest priority as quickly establishing a rough game plan to work WITH the Chamber and other relevant parties to refine our marketing efforts. I see the need for more data reflecting our visitor demographics and what impact they have on our community. I would love to see more transparency and detail in our sales tax dollars per revenue stream (for example, separating small retail out from building and food retail). This data could help us focus our education & marketing on different types of visitors to Sedona.

8.What is your perspective on the importance of branding and marketing for Sedona as a destination?

Sedona must be branded & marketed as the beautiful, special and amazing place that it is. It's a wonder of nature, with a multitude of opportunities and activities for a wide range of budgets and people. We need to be consistent with our branding, and we need to market effectively to visitors that can play a role in preserving and sustaining our town.

9.What do you see as the city's role in providing support to private business?

I feel that the City needs to stand up for it's private businesses by spending some of our collected tax dollars on marketing our town to a worthwhile visitor. One who will spend money in our small shops, eat at our restaurants, visit our amazing galleries, and responsibly enjoy our natural spaces.

The City needs to play a bigger role in protecting us from ADOT and their exceptionally bad timing of projects. The City needs to help us recruit and maintain staffing by regulating STR's and providing affordable housing.

The City needs to mend fences with the Chamber so we can effectively market our town side by side without sending out conflicting messages.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

My hope is that much can be accomplished in two years, but it may take longer to see these initial plans and ideas through to fruition. That said, I think four year terms may be needed.

11. What is your availability for standing meetings during regular business hours(Monday through Thursday between 7 a.m. and 6 p.m.)

I am available except when traveling for buying trips. Mondays tend to be really busy for me, so Tues, Wed or Thursday would be better. I prefer mornings when I am still "fresh" minded for the day. By 5 or 6 I've already put in a 10-12 hour day and feel I'm not as focused.

ALISHA (ALI) HANSEN

[redacted] | [redacted] | [redacted] Sedona, AZ 86336

PROFESSIONAL SUMMARY

Together with my husband, I own and operate seven multi million dollar retail stores in Sedona, AZ. I hold over 13 years of experience in establishing, operating and managing successful retail businesses. I am self-motivated, driven, flexible, fair-minded, a quick learner and have well-developed skills in financial management and planning. I hold a BS in Environmental Biology, and use my knowledge to establish and maintain sustainable, environmentally sound personal and business practices.

SKILLS

- OPERATIONAL MANAGEMENT
  - Payroll
  - Staffing
  - Scheduling
  - Sales & training
  - Store operations
- STRATEGIC PLANNING
  - Budgeting
  - Forecasting
  - Sales & data analysis
  - Tracking goals & performance metrics
- VISUAL MERCHANDISING
  - Store layout & design
  - Branding & marketing
  - Store flow planograms
- VENDOR RELATIONS
  - Price negotiations
  - Product procurement
  - Custom design collaboration
  - Sustainable global sourcing
  - Import & export logistics
- SYSTEMS AND SOFTWARE
  - Microsoft Office
  - QuickBooks Online
  - QuickBooks Desktop
  - Lightspeed Retail POS
  - Shopify Retail POS
- BUSINESS DEVELOPMENT
  - Acquisition analysis
  - Licensing & Permits
  - Global Cash Flow analysis

EDUCATION

Jackson High School – Jackson, MN 1987 – 1991 / High School Diploma with honors

Luther College – Decorah, IA 1991 – 1993 / Undergraduate Study in Anthropology

University of Omaha at Nebraska 1993 -1996 / Bachelor of Science / Graduated Cum Laude

- Focus on Life Sciences
  - Environmental Biology: the impact of modern tech on life forms
  - Evaluating and monitoring natural habitats
- Focus on Earth Sciences
  - Environmental Geology: the Earth and our use of it
  - Alleviating contamination or pollutants caused by misuse
  - Prevent environmental impact before it occurs

Additional coursework in Fire Ecology, Limnology, Ethnology, Horticulture, and Chemistry

EXPERIENCE

Carpe Omnia LLC / Sedona AZ / 2020 - Present

- Own & operate 3 Uptown locations of Sedona Crystal Vortex, one of which just opened in March of 2023.
- Perform managerial duties including, but not limited to purchasing, merchandising, payroll, all accounts payable and other financial tasks, budgets and forecasting, payroll and sales tax filings, advertising, promotion, and staff relations.

Bennali Management Group LLC / Sedona AZ / 2017 - Present

- Bennali Management Group is the operational management company responsible for running our 7 retail locations owned by our other 3 entities.

Dahling It's You Sedona LLC / Sedona, AZ / 2015 - Present

- Own & operate two women's boutiques, Dahling It's You and Isn't She Lovely, in Uptown.
- We rebranded both stores with new logo's, signage, & marketing materials.
- Perform all managerial duties including, but not limited to purchasing, merchandising, payroll, all accounts payable and other financial tasks, budgets and forecasting, payroll and sales tax filings, advertising, promotion, and staff relations.

Bennali Holdings LLC / Hilton Head Island, SC / 2013 – 2020

- Established, owned & operated a successful coastal boutique until it's sale in 2020.

AGLS Holdings LLC / Sedona AZ / 2010 - Present

- Own & operate two retail stores, Bennali's on Main in Uptown and Bennali Outdoor Gear at Tlaquepaque.
- We opened both locations from "scratch".
- Perform all managerial duties including, but not limited to purchasing, merchandising, payroll, all accounts payable and other financial tasks, budgets and forecasting, payroll and sales tax filings, advertising, promotion, and staff relations.

CONTRIBUTIONS

Support and participate in Sedona's Christ Lutheran Church Hands Healing Hunger auction that raises over $100,000 annually for local food programs within the Verde Valley. https://www.christsedona.org/hhh

Participate in the Sedona Red Rock Trail Fund campaign to raise funds to maintain and sustain the Red Rock trail system. https://visitsedona.com/blog/sedona-business-supporter-spotlight/

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TOURISM ADVISORY BOARD APPLICATION

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

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

Resume Attached: ☑ Yes ☐ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Althea Johnson

MAILING ADDRESS: [redacted] Sedona AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted] Sedona AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: n/a **Work:** n/a **Cellular:** [redacted]

EMAIL: [redacted]

Are there any days you will not be available for an interview?
Depending on the specific dates of the interview; however my schedule is typically flexible.

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? Sedona Residency

For how many years have you been a resident, business owner, or organizational representative? 6.5 years

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

5. What do you hope to accomplish as a Tourism Advisory Board member?

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

9. What do you see as the city's role in providing support to private business?

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

Thank you for your interest in serving on the Tourism Advisory Board. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113.

Tourism Advisory Board Application Question Responses for Althea Johnson:

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

I have worked in some capacity within the hospitality or tourism industries for the past 20 years, beginning during college. I have attached my resume showing that I have worked in a variety of locations in the US, Australia and New Zealand, and studied for my Master's in Sustainable Tourism in Costa Rica in 2015. Each location had its own unique tourism related issues, yet overall tourism and its impacts on the location's natural environment or resident communities is omnipresent and results in ongoing challenges everywhere. Since moving to Sedona in 2016, my husband and I managed the Sedona Village Lodge located in the VOC together, until our daughter was born at the beginning of the pandemic in April 2020. The hotel has been in his family since it was built in the early 1990s. Since Vienna's birth I have taken less and less responsibility at the Lodge, except for some ongoing online management. However, I'm still very aware of tourism trends in Sedona. Additionally, I now manage an Airbnb in our home, it's a guest suite, and we live here full time, so we are in the minority in the STR population in Sedona in some ways. My home, on Bowstring Drive, has seen some impacts from the Shuttle Transit stop at the bottom of my street. It was interesting to be a part of the initial community engagement meetings, as well as to see what issues continue to present themselves a year later. I believe someone like me, with experience living and working in many tourism specific locations, and who now is focused on finding a balance with successful tourism (what keeps us here in Sedona and able to pay the mortgage on our home) and creating and maintaining a beautiful community of resources and locals that we can grow and thrive with, as a family.

I look forward to becoming more well versed in the issues, understanding why and how the City of Sedona comes to decisions and implements projects and to offering my perspective to help make it the best possible version of itself!

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

The role of any TAB should be to make a meaningful contribution to decision making regarding tourism and its impacts to a community, of whatever size. For Sedona, I believe the Board should consist of varied individuals, with different levels of connection to the tourism industry and represent as broad a collection of these individuals as possible, as well as to bring in new voices. Meeting independently to discuss items relevant to current issues, then presenting results of these discussions, and continuing the conversations with the COS. It would also be valuable to hear from experts on topics from other similar locations about what has worked and what has not, so that we do not waste precious time on projects, other implementation, that may not work for Sedona. Being available for these meetings, and being open to varied opinions, offering thought provoking contributions to these discussions and making meaningful, suggestions to the COS. Understanding limitations is key as well – there are lots of ideas thrown around on Nextdoor and other social settings that sound great and get residents excited, but for myriad of reasons would not actually work here.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

Tourism is the most important economic contributor to Sedona. Visitors bring financial support to tourism specific business, but also to supplemental resources shared by both these visitors and residents. However, because of how many visitors we continue to attract, the sheer number of people coming through what would otherwise be a small, remote town, is impossible to ignore: Traffic is often listed as the number one issue; overuse of the environment – establishing carrying capacity that meets NF guidelines, AND supports reasonably scaled local tourism businesses; influx of STRs that have forced out renters – finding balance; a focus on visitors over residents (whether real or perceived).

Tourism also offers Sedona many opportunities. A budget that should be able to support both visitors and residents in balance, one that, necessarily, ebbs and flows with the popular seasons. The ability to be a leader in sustainable tourism practices, working together with the surrounding NFS to implement ideas that directly impact Sedona tourism but take place on NFS lands.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

-Lack of resident support

-Ongoing traffic maintenance and mitigation efforts

-Managing marketing effectively; educating residents on the impact of marketing we have no control over from social media and word of mouth by past and current visitors

-Creating a strong community that attracts working families, with children, as well as the more typical retirees, and maintaining efforts to offer these families, and all residents, amenities, recreation opportunities, and more. All at the same time as focus shifts to creating and supporting the DMO within COS.

-Attracting, maintaining, and supporting high-quality educational opportunities for our school aged residents

5. What do you hope to accomplish as a Tourism Advisory Board member?

Most importantly, to be a voice for the periphery tourism provider. As an Airbnb manager for my guest house and 1 additional friend's guest house, who also lives in their main home full time, I need/want visitors to come who want a local connection. However, as a previous co-manager of the Sedona Village Lodge in the VOC, my husband's family's business since the early 1990s, I have experienced membership with the Chamber of Commerce, and met other members of the small, and large hotels throughout the area over the years and understand the need for balance. Additionally, I hope to bring a young family's perspective to the group. It is imperative, in my opinion, that the board be made up of individuals from all different aspects of Sedona's connections to tourism.

I may not be the most well connected, or the most experienced member of the Board, but I would bring a dedication to become as well-versed in the issues that arise and offer my perspective in a productive and meaningful way. I would be honored to represent the members of the community that are raising families here now.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

I have a keen sense of listening, observing, and then researching, brainstorming to bring something meaningful back to the table. I think it is extremely important to bring people together who can truly listen to each other, and resist snap judgments. There are, admittedly, a lot of contentious issues potentially to be considered. I feel that there could be an opportunity to provide more open-to-the-public presentations that could illicit feedback, whether in person or through online resources. Reaching members of the public in creative ways so that people can be included who might not be looking at the usual sources for publicizing these types of info dissemination efforts.

Most importantly, just having an open mind, and an open heart. If someone is on the TAB they are passionate about Sedona and the tourism industry's impacts, hopefully this will guide us to remember that the ultimate goal is to take care of Sedona, its industries (tourism and its visitors included), and residents.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

Collaboration, inclusion of resident's perspectives in decision making efforts (and a means to report back reasoning for certain decision outcomes to these community members), transparency. Ability to work together, listen and share information in a timely and succinct manner that values each individual. Finding a way to brand and market Sedona to attract more diverse visitors and residents in changing times. Finding resident support. I'm very interested to see how the City's DMO functions in relationship to the Chamber of Commerce moving forward.

I think it is important that discussions start soon, ideas become viable projects as quickly as possible; and when things are not moving forward, to share details with the community to gather support and understanding.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

Sedona has the ability to market itself in our world's connected times. I don't think it is so much a question of managing/mitigating this self-promotion, as it is to encourage sharing in a way that is consistent with how we want to be seen by potential future visitors and residents. How exactly to utilize social media and a new Sedona tourism website to achieve this is something I would enjoy delving in to. Sedona branding should be more inclusive, we are not just the 'crystal crunchers' that some people think, nor are we the most welcoming to families looking for quality education for their children in choosing to move here. We should become appealing to a broad spectrum of potential visitors and residents. Of course we must attract those able and willing to continue to financially support our tourism industry and our City's reliance on it, but I do feel that there is opportunity to bring in more diversity.

9. What do you see as the city's role in providing support to private business?

The COS should be providing support to all its constituents in some capacity. I do feel that private business that supports the efforts and goals of the COS and its DMO should be helped to attract labor that can afford to live and work in the same city if they want to and for the City to provide infrastructure and services that contribute to these businesses success. However, I don't feel I know enough about what is being asked here to contribute a more detailed answer.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

Two years would be preferred

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

Starting Aug 2, and moving forward I would be able to commit to a monthly meeting beginning at 8:30am or later on any day

ALTHEA JOHNSON

[redacted] Sedona, AZ, 86336
E-Mail: [redacted]

SUMMARY

Detail-oriented, passionate and dedicated with a deep-rooted love for balance of people and place. I'm mom to daughter, Vienna since April 2020 and look forward to being a part of making Sedona a wonderful place to continue to raise her.

EXPERIENCE

HOSPITALITY & TOURISM Management / Education

Nov 2016 – **Innkeeper / Part Time online management** (current)
Sedona Village Lodge, *Sedona, Arizona*

June – August 2016 **Environmental Education Teacher**
Legacy International Global Youth Village, *Bedford, Virginia*

Jan – April 2016 **Research Assistant Intern**
New Zealand Tourism Research Institute, Auckland University of Technology, *Auckland, New Zealand*

August 2014 – May 2015 **Teaching Assistant; Marketing Coordinator**
University of North Texas, *Denton, Texas*
• Sustainable Tourism teaching, research, and marketing

December 2012 – August 2013 **Food & Beverage Supervisor**
Delaware North Companies Australia
Heron Island Resort, *Heron Island, Queensland, Australia*

Server, Lead Server, Bartender, Event Staff

April – Aug 2014 The Personnel Store, *Austin, Texas*

Oct – Dec 2012 Hotelstaff: Hospitality & Catering, *Melbourne, Australia*
• Including at the Melbourne Cup, *Flemington Racecourse*
Vegie Bar, *Melbourne, Australia*

Nov '10 – May 2012 W Austin (Starwood), TRACE Restaurant, *Austin, Texas*

May '10 – Dec 2011 Barton Creek Resort 8212 Wine Bar & Grill, *Austin, Texas*

May – Sept 2009 Talkeetna Alaskan Lodge, *Talkeetna, Alaska*

Guest Service Agent

Jan – May 2010 AT&T Executive Education & Conference Center, *Texas*

ADMINISTRATIVE

Administrative Assistant

April – Aug 2014 The Personnel Store, *Austin, Texas*

Jan – Aug 2008 Emergency Skills, Inc., *New York, New York*

Event Management Intern (Lead)

June – Nov 2011 *Caplan Miller Events, Austin, Texas*
• Weddings, Corporate Events, *Austin Fashion Week* 2011

EDUCATION

Jan 2018 **UNC Business Essentials,** (online course)
The University of North Carolina at Chapel Hill, *USA*

May 2016 **Master of Science, International Sustainable Tourism (MIST)**
University of North Texas, Denton, TX, USA • jointly with • CATIE: Tropical Agricultural Research and Higher Education Center, *Cartago, Turrialba, Costa Rica* GPA: 4.0

May 2007 **Bachelor of Arts, Music and Dramatic Art**
The University of North Carolina at Chapel Hill, *USA*

COMMUNITY INVOLVEMENT

Sustainable Tourism Action Committee, Sedona Chamber of Commerce

AWARDS

Outstanding Graduate Student & Highest Academic Achievement in MIST, 2016

The Hyatt Student Prize Finalist, Paris, France, 2015

UNT–CMHT Chancellor's Hotel and Restaurant Management Scholarship, 2015-2016

American Hotel & Lodging Educational Foundation Graduate Scholarship Recipient, 2014

Texas Hotel & Lodging Association 2012 Short Course Scholarship

Austin Hotel & Lodging Association 2011 Carl E. McKee Outstanding Customer Service Award Finalist

SKILLS

Administrative
Excel, Squarespace, Zoom, Social Media

Personal
AHA CPR/AED/First Aid Certified Corporate Trainer, NYC
Classically trained vocalist

Leadership
Volunteer with American Cancer Society, National and International

Languages
English • Moderate Spanish

DEVELOPMENT

Planet, People, Peace (P3) Sustainable Tourism Conference, San Jose, Costa Rica, 2015

Workshop Participant, Inaugural International Workshop on Research in Sustainable Tourism, UNT • CATIE, 2015

INTERESTS

International Travel • Community
Natural Resource Management
Sustainability • Environmental Care
Social Responsibility
Quality in Customer Service
Baking • Cooking • Interior Design

JoAnne Cook

From: Richard Kepple <[redacted]>
Sent: Monday, July 3, 2023 3:41 PM
To: JoAnne Cook
Cc: Marcy Garner
Subject: Re: City of Sedona Tourism and Advisory Board Application Submission
Attachments: 7-2-23 TAB Application_Kepple.pdf

JoAnne:
Apologies...

Thank you and have a GREAT 4th of July!

Richard Kepple
Sedona Soul Adventures
M: [redacted]

CONFIDENTIALITY NOTICE: The information contained in this email, including any attachment(s), is Sedona Soul Adventures(TM) Confidential Information that may be privileged and exempt from disclosure under applicable law, and is intended only for the exclusive use by the person(s) mentioned above as recipient(s). If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein is strictly prohibited and may be unlawful. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

On Mon, Jul 3, 2023 at 2:42 PM JoAnne Cook <JCook@sedonaaz.gov> wrote:

Richard,

There is nothing attached.

JoAnne Cook
City Clerk

City Clerk's Department, Building #102
102 Roadrunner Drive
Sedona, AZ 86336
JCook@sedonaaz.gov
(928) 203-5103

Business hours: Mon-Thur 7 a.m.-6 p.m.

Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.

JoAnne Cook
City Clerk

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Walk-in hours: Mon-Thur 7:30 a.m.-5 p.m.

Public safety 24/7

From: Richard Kepple <[redacted]>
Sent: Sunday, July 2, 2023 9:44 AM
To: City Clerks Dept <CityClerksDept@sedonaaz.gov>
Cc: Karen Osburn <KOsburn@sedonaaz.gov>
Subject: City of Sedona Tourism and Advisory Board Application Submission

Dear Sirs/Madams:

Attached is my TAB application.

Please let me know if you have any questions or comments. I look forward to hearing from you on the interview schedule.

Thank you!

Richard Kepple

Sedona Soul Adventures

[redacted]

Sedona, Arizona 86336

RECEIVED
JUL 03 2023
CITY OF SEDONA
CITY CLERK'S OFFICE

July 2, 2023

Richard Kepple

City of Sedona Tourism Advisory Board Application and Responses

1. **Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.**

I believe I am uniquely qualified to serve on the Tourism Advisory Board because I represent the most important demographics the board will be addressing and have the prerequisite experience in successfully working with multiple organizations/groups:

1. *I am a Sedona resident since 2017* after retiring from 12 years of teaching at the University level at San Jose State University in San Jose, California and a 40+ year international business career with the final 30 years working in Silicon Valley.
2. *I am a member of the Sedona Business Community.* I am the co-owner of Sedona Soul Adventures (SSA), which I operate with my wife, Debra Stangl. SSA is the largest spiritual healing business in Sedona and has operated in Sedona for over 21 years. With over 80 employees and subcontractors, we and our clients generate and contribute millions of dollars in revenue to the Sedona community every year. It is also important to note that SSA is *not* a tourist-driven business as our clients come to Sedona for the express reason to participate in our retreats. Our retreats are only for individuals and couples (not groups) and they are the "perfect visitors" – they tend to be high-income clients, they typically stay for 4-6 nights and we teach them to have respect for the land.
3. *SSA has been a member of the Sedona Chamber of Commerce* for over 21 years.
4. *Sedona Soul Adventures is a Trail Keepers supporter.*
5. *I am a member of the spiritual community.* Sedona is known throughout the world as a Mecca for spiritual enlightenment and the #1 "Spiritual Healing" place in the world, according to ChatGPT-4 searches, and I believe this fact can be an important part of Sedona's DMMO efforts going forward. SSA has shown how to find, attract and employ "energy workers" in the Sedona community that serve such clients.
6. *SSA was a founding member of SMSA* (the Sedona Metaphysical and Spiritual Association) which is an arm of the Sedona Chamber of Commerce. We are very active in SMSA, which is a non-profit marketing organization involving many of the spiritual businesses and activities in Sedona.
7. *I have 30+ years Silicon Valley experience* in technical, sales, marketing and new business development working in both in the US and internationally, in both private and public companies. I took my first startup from zero revenue to Initial Public Offering (IPO). In other international companies I was recognized as an excellent inter-cultural liaison and negotiator with a reputation for fairness and a balanced approach.
8. *Taught business ("Intro" to Business, Operations Management, Organizational Design and Change, International Business, Fundamentals of Management, etc…) at the University level* for 12 years.
9. *I have a BS in Engineering Physics degree* from The Ohio State University and *MS in Engineering Management (MBA) degree* from Southern Methodist University.

Qualifications – Relevant Background Details

I grew up in a small tourist town of 7,000 residents - just like Sedona, on the shores of Lake Erie. While growing up I personally experienced the ebb and flow of tourism and how it can impact a small town. I now have 7 years of experience in Sedona as a resident and business owner and I and am especially sensitive to the positives and the negatives of tourism; especially since I live on Cook's Hill where traffic backups are one of the first indications of an above-average tourism day.

My career has been highlighted in leading-edge technical, marketing and liaison positions where I was 'in-between' organizations helping to *solve bigger problems than each of the individual organizations could accomplish on their own*. As a liaison, I had no direct authority to change any of the strategies or tactics of the organizations I was working with, so I had to develop the ability/skill of using 'soft influence power' with the guidance of a clear vision, a set of priorities and good data to support the recommendations. My developed skills enable me to be the inter-organizational, strategic-level problem identifier and solver for multiple positions in multiple small and large corporations. As a result of my successes, I rose quickly through the ranks of my company (Texas Instruments) as I was in the "Star Program" for executives being groomed for the CEO position of the 70,000-person international company.

40+ years technical, sales and marketing high-tech veteran with multiple overseas postings. Living and working in places like Singapore, Japan and the Philippines honed my skills in understanding different cultures and trained me in negotiation, collaboration and various consensus-building models. For example, in Japan there is the concept of 'nemawashi" where all the stakeholders must be in alignment and agreement before proceeding on a project.

12-year Adjunct Business College Lecturer at San Jose State University

10. Taught everything from 'Business 101', Operations Management, Organizational Design and Change (directly relevant here), International Business, Fundamentals of Management and business ethics.

- Given my entrepreneurial experience and teaching success, I was as asked by the University to develop the first online collegiate course curriculum/technologies in the world while collaborating with other leading-edge University curriculum developers across the US (Purdue, Penn State, for example).
- As a result of the successes of the online curriculum development, I was selected to be the major developer and instructor of a US State Department funded program called "Pakistani Distance Educations Enhancement Program" (PDEEP) where I taught the VP of Pakistan and his staff how to develop and implement online coursework for the national Al-Albaqua University of 1.3Mil students.
- As a result of the outstanding feedback on the PDEEP program participants, the outstanding program review results from the US State Department, my educational background and my strategic marketing experience and skills, I was invited by the US State Department to participate as the US State Department attaché to the Pakistani Vice-President to develop and support the 10-year Country of Pakistan Educational Strategic Plan.
- Was the SJSU men's ice hockey faculty advisor. (Hey, I like ice hockey)

Retired from San Jose State University in 2017 to become a Sedona resident.

Sedona co-business owner since 2017 – Sedona Soul Adventures (SSA).

- Responsible for SSA Corporate Strategy, Marketing, New Business Development and Operations/IT.
- On Board of Directors and a corporate officer.
- Helped 3x revenue and simultaneously increased corporate NPM (Net Profit Margins) after taxes by 50% within 18-month period of time.
- Identified and executed targeted marketing strategies.
- Company has successfully targeted high-income individuals and couples for 3-6 day high-value retreats in Sedona.
- Former Chamber of Commerce President Jennifer Wesselhoff lauded SSA in her Red Rock News column saying Sedona Soul Adventures is the "perfect fit" for Sedona's tourism goals: it brings in high-wealth visitors for multi-day stays and they spend money on high-end art and restaurants while staying at high-end hotels.
- Some of our clients are high-profile celebrities who stay in exclusive resorts for their privacy. Some of our clients fly into Sedona or Flagstaff airport in their own private jets. They have a sacred reverence for the land and don't tear up trails with ATVs or make litter/put graffiti on rocks during their hikes.
- Sedona Soul Adventures (SSA) is the leading employer in the Sedona Spiritual/Healing community with over 70+ of the best spiritual practitioners in the world in their specialties. Many have come from all over the world to work for SSA.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

- First, to implement the charter given to the TAB by the City Council and City of Sedona. The work could be an issue-by-issue style or a more comprehensive, wider-range of questions that need analysis to provide advice and inputs for policy decision-making. That depends upon the needs of the City Council and City of Sedona to accomplish the new tasks of a DMMO. The charter could include recommendations, for example, on the branding and marketing of Sedona that will be consistent with a 'new' tourist avatar (demographics) and policy directives.

Second, realize that this effort could impact Sedona and its residents for the next 20-30 years. So, this work is serious and important to our community and should be done in as professional and collaborative manner as possible. There are a lot of possible ways a Tourism Advisory Board can help the City Council, City of Sedona, Sedona businesses and Sedona's citizens going forward.

Some ideas/examples of areas that a TAB may be able to help are but not limited to:

- Help propose and gain consensus on a Sedona branding and marketing program.
- To try to gain consensus, if required, with the TAB recommendations from the 750+ Sedona businesses and 9700+ citizens going forward. Not everyone will be happy.
- Work with local agencies and communities on identifying common issues and potential solutions for questions posed by the City/City Council. Much of this work

has been done already or planned by the City, but it will require followup and somewhat of a re-start given the 'new normal' of the DMMO in Sedona. Note: I use the term DMMO, not DMO to reflect the nature of both the marketing and in-city management responsibilities that are now part of the City of Sedona's charter.

- Put together a framework recommendation for Destination Management Organization (DMMO) organizational structure, goals and objectives going forward that are based on best practices and synthesize to what has worked best locally (including Cottonwood, Camp Verde, Clarkdale, Jerome, etc...) for tourist destinations. A good organizational structure leads to the right amount of resources with an efficient use of funding that is focused on a prioritized set of activities and responsibilities with accountability built into the organization.
- Assess the "hidden costs" of tourism: the additional overhead costs associated with tourist activity: water, waste, the reduction of available housing (from STR's), the loss of the small-town Sedona culture: the arts, spiritual and retirement communities. Our educational system has been hollowed out due to the lack of younger families who live in Sedona... and, some of the costs of the problem are very hard to quantify. Looking at the hidden costs may help us determine an optimal tourist level for the tradeoffs between the benefits and (hidden and apparent) costs as a function the number of tourists.
- Assess the impacts (both ecological and economic) on the local National Forests due to overtourism. This work has had significant progress made already with NFS discussions and damage mitigation work by various groups.
- Assess the cyclical 20-30% swing of peak-to-trough tourism revenue throughout the year and how to best mitigate those effects on local businesses. The whipsaw of the tourism-driven business cycle is difficult for smaller businesses to withstand whereas larger business chains may have other non-Sedona properties that provide counter-cyclical revenue support.
- Possibly help determine the right 'mix' of tourism-related investments for infrastructure versus tourism levels.
- Help the City determine where and how advertising and technology can help Sedona going forward: e.g. use of mobile phone geofencing for maps, visitor information, restaurants, activities (versus wasteful paper brochures).
- Determine what type of marketing mix most efficiently attracts the type of tourist we want. There are some long-term and short-term techniques that need to be considered and weighed for their merit.

So, the question is what does the City Council and City of Sedona want from an advisory board? What overarching priorities do the City Council and City of Sedona want to place on top of any/all work done by the TAB?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

First, I believe that it is a choice for Sedona's citizens and businesses to accept *any level of tourism in our small town,* then to figure out what level of tourism that best balances the positive and negatives. I personally make the distinction between "balanced

tourism" where both the positive and negative effects of tourism are understood and agreed upon; and "overtourism" where 'more tourism is always better no matter the negative consequences'. I do not believe that it is a fait d' accompli that a large amount of tourism is required for Sedona to go forward. It is our choice to figure out the right level of tourism and to put into place the best DMMO organization to support the balancing our local citizens and business's needs. The reality: people are going to come here, no matter what we do or how we market Sedona, the Red Rocks and its businesses – so, how do we best deal with that? And, determine to how best tailor marketing campaigns and DMMO structure to attract and manage the ideal tourist avatar and achieve the tourism objectives.

Positives:

- Numerous retail, hotels and motels of various sizes and price-points for visitors that can afford to do business in Sedona. Recent tax data shows that we have a $1+ Billion/year industry that is significantly tied to tourism.
- Many large, international hotel companies and real estate agencies - on their own behalf - market Sedona to bring tourists and real estate buyers/investors to our town. This is a natural business process that helps all businesses in Sedona, not just the companies who are making advertising/marketing expenditures. And, those companies need to be recognized for their contributions to the general local Sedona economy.
- Hotels and other businesses continue to invest large amounts of money in upgrading their Sedona properties and services to attract higher-wealth clients. This is a very positive indication of the future of Sedona's business community going forward.
- Numerous good restaurants, art galleries and local attractions that can be supported in Sedona.
- Hotels, grocery stores and real estate agencies that cater to both visitors and residents and can provide a larger range of products and services due to the higher volume. My observation is that most 9700 local Sedonan's do not do the bulk of their retail shopping in Sedona, but, rather go to Phoenix, Flagstaff or use online retail services like Amazon.com.
- Opportunities for local homeowners to make money, vis' a vis' short-term rentals to supplement their income as a many of Sedonan's are retirees.
- Sedona is the world-wide recognized Spiritual Healing Community with many top-name spiritual and healing leaders holding conferences, workshops and the like in Sedona. *According to a ChatGPT-4 search for "list the top spiritual healing places in the world":* ***Sedona is ranked #1***. Sedona is near the top of all World-wide lists for "Spiritual Tourism Destinations". See attached ChatGPT-4 result. Note: this result shows that Sedona is the #1 "Spiritual Tourism Destination" in North and South America – ranking above Machu Picchu/Peru, Teotihuacan/Mexico and Mount Shasta/California. Sedona is known around the world for its beauty, its unique healing energies ("vortexes") and as a spiritual destination. So, we need to 'lead with our strength' by marketing to visitors who are spiritually inclined.

Negatives:

- "Overtourism" and its externalities, in general.
- Traffic jams that hinder locals and visitors to freely move around our one-highway transportation system.
- Wear and tear on National Forest lands with too much trail usage/damage and litter.
- The "hidden costs": the requirement for additional water, waste removal and sewage resources by non-residents make it more difficult for conservation and especially limited water resources going into the future. As a result, the city must fund additional electrical, waste management, water, internet and other public services costs (EMT, fire, police) above Sedona's local population needs.
- National-chain ownership of hotels, grocery stores and real estate agencies. As a natural result of this ownership structure, the profits from tourists may not stay in Sedona for re-investment. And, what does stay in Sedona are the problems that come with the tourists. This also includes STR's that are not owned by local Sedonan's. A better partnership needs to be established in this area to balance investment in Sedona by outside firms and firm up support for the local smaller, independent businesses.
- Overtourism incentivizes more short-term rental properties that consume a limited amount of housing stock from local residential use. And the increasing number of STR properties generally, and in some neighborhoods, has destroyed local community and some of the small-town community vibe. Sedona is trending to be "Vail 2".
- Housing stock reduction forces many local workers to either live in surrounding communities or be part of the 'working homeless' population in our National Forests.
- Housing stock shortages and the generally high-costs of living (primarily residences) keeps younger families from working AND living here… which starves the local educational system and health-care system, which disincentives professionals to work here and support our local community.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

Building consensus within our community and businesses on the issues and solutions for the "right-sizing" of tourism in Sedona. The concept that there is a 'balanced' approach is not a fully-accepted idea within the business community.

Forming a vision with a list of priorities to guide the City Council and City of Sedona and secondarily other Verde Valley organizations in making the best decisions on a DMMO organizational structure, goals and objectives for the next 10-20 years.

Help to reconcile, if possible, the current distance between the Sedona Chamber of Commerce and the City/City Council for the benefit of both Sedona citizens and businesses.

5. What do you hope to accomplish as a Tourism Advisory Board member?

- To help the City and City Council develop the next-generation DMMO for Sedona. We need to set the groundwork for our community for the next 20 years, so keeping to a long-term, strategic perspective as the start will be key with priorities on specific projects and programs in a proposal.
- If chartered, to determine realistic measurement tools of the number of tourists and how to measure (KPI's) both the economic effects: both positive and negative.
- To provide a measured, balanced, reasonable, rational set of perspectives to work through the thorny and complex issues listed previously.
- To adhere to the legal constraints of the City/City Council with recommendations; that is, to make sure that all of the proposals are actionable *and* legal.
- To help bring together the various stakeholders into the dialog, especially citizens.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

I have a long list of experiences in that demonstrate my ability to successfully work as a liaison between organizations (see above).

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

- Work with the City Council and City of Sedona staff to get a clear charter for the Advisory Board.
- Establish a DMMO organizational model, vision and activities that are consistent with our tourism goals.
- Identify concrete list of prioritized programs and projects that can execute to the DMMO vision.
- Make recommendations to the City Council and City of Sedona government on the various tradeoffs with respect to the levels of tourism that can best serve all Sedonans: our citizens and businesses.
- Longer-term, beyond the initial set of recommendations: to act as an advisory commission for tourism-specific questions or investigations to help form City policies and programs.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

- As in the case for the startup businesses I started and large businesses that I was an intrapreneur, *the branding process is one of the first and crucial activities required* by the TAB to get reviewed and approved by the City Council and City of Sedona. This is required to help crystalize just what are the values, vision and mission statements for the Sedona and set the requirements for the DMMO organization.
  - For example, if the branding is targeting daytrippers there is a set of marketing activities (and funding) with a resulting organizational support structure (DMMO) to achieve it. If the branding targets high-wealth tourists there is a different set of marketing activities and DMMO structure. Developing a complete branding and marketing statements/documents are not a trivial task with the numerous, diverse set of businesses in Sedona; so, the diverse nature of the TAB representatives will be helpful for this work.
- The branding also needs to consider the branding and marketing done by major hotel chains outside of Sedona. In an ideal world, they would dove-tail into each other so that 'all boats rise' when public marketing money is spent. It can be estimated that approximately $50+ Million of marketing per year have been spent cumulatively from all our hotels, motels and businesses without any additional marketing spend by the City or Sedona or the Chamber of Commerce. This back-of-the-envelope number is based on the assumptions that businesses will spend a conservative ~5% of their revenue for direct marketing and that in 2022 there was over $1B in retail and hotel revenues. Each hotel and business owner knows their customers and can market better to them with targeted $'s than a general, Sedona-only named marketing spend. They have their own targeted campaigns. And, so how best to work cooperatively with their branding and marketing for Sedona – in general – is a discussion to be had and consensus on how to dove-tail them together.

9. What do you see as the city's role in providing support to private business?

- Sedona's local businesses are an important part of our entire cultural community for both locals and visitors. Many are considered to locals as institutions. Where they are, what are their products and services and, ultimately how they leave impressions on us all is important to understand and support. We are all in this together going forward.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

- 4 years preferred.

11. What is your availability for standing meetings during regular business hours(Monday through Thursday between 7 a.m. and 6 p.m.)?

- Available.

RECEIVED
JUL 10 2023
CITY OF SEDONA
CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☐ Yes ☒ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Randy McGrane

MAILING ADDRESS: [redacted] Phoenix, AZ 85032
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: Same
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: [redacted] **Work:** [redacted] **Cellular:** [redacted]

EMAIL: [redacted]

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

There are no particular days of the week I'm not available.

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? Ownership of a hotel in Uptown

For how many years have you been a resident, business owner, or organizational representative? Purchased Hotel in Q4 2019

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☒ No ☐ If so, for which board/commission and for what length of term?

I served on the task force exploring parking solutions and participated as a stakeholder in the development of the Uptown CFA - not adopted

Randy McGrane

[redacted]
Phoenix, AZ 85032-8120
United States
[redacted]

July 10, 2023

City of Sedona
City Clerk's Office
102 Roadrunner Drive
Sedona, Arizona 86336

To Whom it May Concern:

I am applying for a position on Sedona's to-be-formed Tourism Advisory Board. Attached is the completed application, as well as additional pages with answers to the questions included in the application.

In this letter, I will try to provide you with some of my background and a statement on why I wish to volunteer for this position.

As indicated in the application, I meet the requirement to make application by way of the fact that I'm a founding partner in the group (Ensemble Investments) that owns and operates the Best Western Arroyo Roble hotel in Uptown. We purchased the hotel in December of 2019. While I don't live in the City of Sedona, I do spend 6 months of my year 20 miles up 89A and have done so for the past 20 years, so I'm also deeply connected to the community and this land.

I want to explain my position at Ensemble. Ensemble was founded by myself and two partners almost 40 years ago. We are developers, owners and operators of a wide array of property types, but with a significant presence in hospitality. The three partners met in 1982 at a hotel in Santa Monica, where I was working as a Chief Engineer. We created Ensemble as an organization dedicated to collaborative work that rewards everyone equitably; our employees, the communities we operate in and the investors who trust us.

I've held a variety of positions in the organization, but I stepped down as CEO on June 30, 2022, and am no longer involved in the day-to-day operations of the company. My role today is focused on providing input on investment and strategic directions, but primarily to act as community liaison (and I like to say visionary) for our Arizona projects.

The Best Western Arroyo Roble hotel also includes 3 acres of flat undeveloped land zoned for lodging. When we were considering the acquisition, I had one demand of my team; we would not plan for any expansion or development until I had time to spend in the community so that hopefully, what we would ultimately propose would be complimentary to the wants and needs of the community and not just be "how do we make money". True to that commitment, the city has not seen a proposed development yet

for our property. I've seen the impact of Covid, the workforce housing shortage, and the impact tourism has on the community. Internally we've come up with many ideas, but none have been able to solve for the complicated matrix of stakeholder needs that would also be economically feasible. I'm confident we will, but the work is not done.

Since we acquired the property, I've spent as much time as Covid would allow in the community and, when asked, volunteered for city led initiatives. I engaged as stakeholder in the development of the Uptown CFA, providing comment and feedback. I strongly supported the draft of the plan. I volunteered for the task force that worked on site selection and design of the Forest Road Garage. I, along with my organization, have examined dozens of projects to ease the shortage of affordable housing. I wish I could tell you we found solutions, but we have not, as of yet. Our work on this extends beyond Sedona and throughout Verde Valley.

As I observed the scenario develop in Sedona between the City and the Chamber of Commerce as it related to tourism, I tried to attend meetings of all constituents; the Lodging Council, the Chamber of Commerce, the ad hoc marketing committee spun off from the Lodging Council, and of course, City Council meetings. I came away pretty unimpressed with the effort of the Lodging Council and their marketing efforts and as I listened to the City's position, I found myself more aligned with what they were trying to accomplish. Unlike what may have been characterized, I did not see the City saying they want tourism to stop, but rather you want tourism managed.

I attended the meeting where you voted to proceed with the formation of the TAB and decided then I would put my hat in the ring. I've always volunteered, but since I stepped back from day-to-day operations at Ensemble, I've increased my participation. I currently sit on the board of Sun Health (a not-for-profit focused on resilient aging and providing a new vision on what senior living can be). I am on the board of the Downtown Mesa Association and have enjoyed being part of bringing that downtown area back to life. I sit on the ECoNA board, the Economic Council for Northern Arizona, of which Sedona is a part. I am also on the board of Visit Mesa, the DMO for Mesa and have been for the past 3 years. The experience on Visit Mesa, in particular, sparked my interest in volunteering for the Sedona TAB. At Visit Mesa, we never say Destination "Marketing". It is always Destination "Management", and it was clear that is what is needed in Sedona.

Sedona is unique in many ways. There is the obvious natural wonder, but unlike some other areas like Yosemite, the Grand Canyon, Zions, etc., it's not an enclosed area you can control. We have major highways that are the only way in, out and through. People are always going to come to and through Sedona. And unlike other DMO's, the job is managing the destination and the impact visitation has on the residents. There will always be tension between a citizenry of around 10,000 people and 3.5 million visitors. For better or worse, the economic engine for Sedona is tourism and if we do not manage that tourism properly, we will have the worst possible combination of negatively impactful tourism and a struggling economy.

I'm embracing this challenge. I am a pragmatist and consensus builder. I have provided a couple of reference letters, but I would be happy to provide additional references for the boards and associations I currently serve on so that you can examine how I perform in those groups.

I'm in a place in my life that I have the passion, time and resources to devote to issues that are meaningful to me. I would welcome the opportunity for an interview, and I hope you consider me for this important role.

Thank you for your consideration.

Sincerely yours,



Randy McGrane

1. **Qualifications** - ***Please indicate your qualifications, experiences, employment, history, etc. that you believe are relevant and qualify you for this appointment.***

   - A long career in hospitality from the level of maintenance man to CEO of the company.
   - Current experience serving as a board member for Visit Mesa, the DMO for the City of Mesa. This has allowed me to see first-hand the need for a DMO and a City to work closely together. I've asked the current leadership of Visit Mesa if they would be willing to mentor me in my role on the Sedona TAB if I am asked to serve and they have wholeheartedly agreed. In particular, their relationships with and understanding of the role of the Arizona Office of Tourism as well as the impacts of Prop 302 and Prop 202 on funding would be valuable.
   - I have extensive experience serving on boards and committees and my natural skill set as a consensus builder and collaborator has afforded me well so I can be a strong contributing member to the new TAB.
   - I see first-hand the economic importance of tourism to innumerable workers and Business owners at the same time I experience and understand the negative effects that tourism has. I see both sides of this issue equally.
   - I love Sedona.

2. ***What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?***

   - The primary responsibility is to develop consensus amongst the many stakeholders that the members of the TAB will represent and to transform that consensus into recommendations for the city staff as policies to be implemented.
   - To educate ourselves. This is a volunteer board and is our responsibility to recognize what we don't know, lean on each other to share knowledge and actively seek reliable data and information that can inform our work. As an example, I've already read the entire Sedona Sustainability Plan. While it is an impressive and aspirational document, what I don't know is what has and has not been done on that plan and what has worked and what hasn't worked. A first order of business would be to research those things so we can make that plan a living document of action.
   - To listen. I applaud the cross-sectional representation planned for the TAB, but if we all come in with our agenda, we will accomplish very little. We need to listen to each other and those in the broader community so that our work represents the collective.
   - As an initial board, we need to be active in developing policies and procedures. What should the city staffing be? What is the budget and how should it be developed and approved? What is the organizational structure? Etc.
   - Stay focused on the role of advising. It is the city's responsibility to approve and implement.
   - Understand SIM (Sedona in Motion). So much of the negative impact the community feels is simply traffic. I grew up in LA. I know first-hand the impact that daily traffic has on the quality of life of

the residents of a city. What will SIM solve and what won't it? What is the status of execution and funding? This is a classic example of "managing" the destination not "marketing" the destination.

- Developing effective marketing programs for the area that bring the "right" kind of tourism to Sedona. We will never stop people from coming to this amazing place, but what is important is to target the type of tourism that brings the maximum economic impact with the minimum negative impact to the community and the land that we all love. We would rather have a hotel guest here for 3 days spending money that makes one trip in and out, than a day tripper who just drives in hikes and leaves: impacting traffic, parking and the land with no economic impact.

- Educating tourist-based businesses and engaging them in managing this destination. Develop programs that support and encourage the type of tourism we are seeking to emphasize.

3. ***What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?***

- The most obvious positive impact is the economic engine it has created for the area. But, in addition, it's important to steward this land and expose the public to it in a responsible way. Seeing and experiencing the beauty and awe of Sedona can have long lasting positive impacts on our visitors and I would hope they bring that back to their homes and communities.

- The negative effects are multi-faceted:

  - The everyday resident experiences daily stress just going to the grocery store or visiting a friend. They are wildly outnumbered on the street and parking lots with visitors.

  - Our lands are much more fragile than they appear and while we want people to enjoy them, over-trafficked trails, OHV's, and uneducated hikers and travelers are doing irreparable harm.

  - The short-term rental market has exacerbated what was already a difficult housing market. Visitors create jobs for people, but those people need a place to live.

  - The current situation is dividing the community. We are all fortunate to live or work in the area and we should all rejoice in it. If we don't get this right for everyone, I'm concerned the situation will only get worse.

4. ***What do you believe are the major issues facing the City and Tourism Advisory Board at this time?***

- I've detailed many issues above on how tourism impacts the community, but here let me focus on immediate challenges to the City and the TAB:

  - The city is trying to change a flat tire on a moving vehicle. The visitors will keep coming while we work to create a new DMO and put a plan in place. In the meantime, we have different factions in the City off doing their own thing in response. The climate between the Chamber and the City is strained, but we need to work together. In the matrix of what is urgent and important, it all feels urgent and important.

- The City is doing this de novo. There are no dedicated City staff members and the volunteers on this ultimate TAB are all new and are starting with a blank slate; we have no road map to follow.
- While I applaud the planned diversity of stakeholders on the TAB, we have to recognize that day one, each member is representing a particular constituency and every faction in the city is passionate about their particular point of view as we engage in this process. We must overcome any sense of "turf war" and dig in to collaborate towards a better future for tourism in Sedona.

5. ***What do you hope to accomplish as a Tourism Advisory Board Member?***

- I hope to be a competent and collaborative partner to the TAB.
- I hope to bring my knowledge of hospitality and business to the discussion.
- I hope to bring my experience serving on the Visit Mesa DMO to Sedona as they launch their own DMO.
- I hope that I represent the community in an honest and earnest manner.
- Finally, I hope that collectively we deliver a new vision for Sustainable Tourism in Sedona that the business community is as excited about as the residents and community leaders.

6. ***What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?***

- The name of the organization that I and my partners founded over 30 years ago is called "Ensemble" Investments. This name was picked because it exemplifies our philosophy. "A well-coordinated effort". It is never about the individual, but always about the collective effort.
- Only in an application submitted to the City of Sedona, would I highlight my astrological sign! I'm a Libra and it actually sums me up well. I naturally see all sides of an issue and I always have.
- I've expressed previously in this application that my skill set is built around collaboration and consensus building. I'm a progressive who likes to make actual progress. I've demonstrated this at every stage of my life, and I would be happy to provide references you can contact to verify this in practice.

7. ***What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?***

- The first priority would be to examine the progress that has been made in the implementation of the Sedona Sustainable Tourism Plan. I've read the document and it is filled with outstanding initiatives, but I could not find data on what has and has not been completed or what is working and what is not. I believe this document should be a guiding light for tourism in Sedona, so we need to date this down.
- A second priority will be to establish a relationship with the Arizona Office of Tourism so the TAB has a clear understanding of the support they offer and can take advantage of the powerful platform they provide.

- A third priority will be to identify and list all the negative impacts tourism has on the community and examine what measures are being taken to mitigate that impact. What additional measures can be taken, and what has and has not been effective in the past. For instance, the Sedona in Motion and Transit plan, once fully implemented, can have a big impact on the traffic, congestion and parking. What is the status of that; what data is available to examine how effective measures that have been taken are?

- Our trails are a huge attraction. What management plan can we implement for their use? Can we develop a plan that gives priority to residents and hotel guests rather than day trippers or STR (Airbnb) who bring the negative impacts but contribute nothing to the tourism economy.

- We need to establish procedures and policies for the future operation of the DMMO. Practical matters like how budgets are organized, presented and approved. What staffing should the city have? What are the job descriptions? How do we fill the positions?

- We need to educate ourselves as to the wants and needs of the business community. Tourism is the lifeblood of the economy for Sedona and businesses have invested in this community and have provided thousands of jobs. We need to be a body who hears them.

- Likewise, we need to work with the business community to let them know that Sedona is not against tourism, but rather wants to manage it in a way that we get the highest economic impact with the minimum of negative effects. The current climate feels adversarial, and we need to overcome that by focusing on facts and data, not feelings and emotions.

- We need to develop a marketing plan for Sedona which targets the type of tourism I've described in this application. We want informed visitors who are respectful to the land and the community; who stay for more than a day; and who spend money in our businesses.

8. ***What is your perspective on the importance of branding and marketing for Sedona as a destination?***

- This is a unique question for Sedona's DMMO. In almost every DMO, the branding and marketing is all about attracting visitors. Sedona has no problem attracting visitors, so what should our "brand" be and how should we market Sedona?

    - Our marketing needs to emphasize stewardship of the land and respect for the community. Our brand should be welcoming; "We want to share this sacred space with the world", combined with respect and exclusivity "We manage this place so that it will be here for all future generations".

    - We need to educate the lodging industry on the value of longer-term stays and to always have an air of exclusivity. As a hotel owner myself, I'd rather have lower occupancy and a higher rate, as it relieves the stress on staff and reduces the impact of high-volume tourism.

    - We need to clearly describe our ideal visitor in collaboration with business and then use cutting-edge marketing techniques to attract that visitor.

- We need to emphasize visitors from outside Arizona; in particular, international travel which has not fully returned. These visitors tend to be more respectful of the land since they don't get to visit often; they tend to stay longer, and they spend more money. All good things.
- We need to target the cultural tourist. This brings value to our arts, spiritual and indigenous partners in the area. These types of visitors are naturally respectful of what Sedona represents.

9. ***What do you see as the city's role providing support to private business?***

- According to a study by NAU in May of 2021, tourism represents approximately $1 billion dollars to the local economy and supports 10,000 jobs. As I've previously stated, tourism is not going away in Sedona and the city has a clear responsibility to support the business community that has grown around that tourism.
- That support should not be in the form of direct financial support as you may see in other communities. In Sedona, it is about recognizing the importance of business, creating a climate that is supportive and listening to their concerns and crafting strategic plans which address those concerns.

10. ***Initial appointments to the Tourism Advisory Board will be two or four years. Do you have a preference for a length of term?***

- I have no preference and will be amenable to whatever works best in establishing the TAB.
- I wouldn't mind if the initial TAB was set up as much as a task force with a one-year term for all with the clear directive to set up and establish the Municipal DMMO. Part of that work would be to establish governance protocol, which would define the terms for future members. Any members who wish to continue after that could apply to do so.
- This is a volunteer position in service to the community. This is the spirit in which I apply, and I would serve and as such I would defer to what the city decides.

11. ***What is your availability for standing meetings during regular business hours (Monday thru Thursday between 7 am and 6 pm)?***

- I have no restrictions on my availability to serve on the TAB during these times.

VISIT MESA
CITY LIMITLESS

July 9, 2023

Ms. Lauren Browne and the TAB Selection Committee:

I am writing in support of Randy McGrane's application to serve on the newly formed Tourism Advisory Board for the city of Sedona. I have known Randy for nearly five years, the last three of which he has served on the Visit Mesa (VM) Board of Directors. During his service on the VM Board, he's proven to be a very careful, active steward of the organization's vision, mission and funding sources.

Randy is an extremely intelligent person who cares deeply about the communities in which he operates his many business enterprises. Personally, I can always count on his thoughtful advice and recommendations when addressing any given matter facing VM or the visitor industry overall. More, he's a good man with a kind heart who often supports local charities, especially those serving individuals with special needs.

I support his application because I am more than confident that he will best serve the city of Sedona and its visitor economy. You will be hard-pressed to find another who possesses his combination of industry expertise with the ability to effectively communicate the value proposition of visitor-generated sales, production, employment, wages, taxes and the juxtaposition between imported visitors and resident quality of life.

With Randy McGrane you'd be taking on someone who rarely misses a board meeting, including board sub-committee meetings. He is dedicated and passionate, yet measured and diplomatic. Simply put, Randy is the ideal candidate for TAB.

Please call me at (602) 738-8286 if you have any questions.

Sincerely,

Marc J. Garcia
President and CEO

sedona arts center

June 30, 2023

Sedona City Council
102 Roadrunner Drive
Sedona, AZ. 86336

RE: Tourism Advisory Board

Dear City Council Members,

I am writing to strongly recommend Randy McGrane, Co-Founder of Ensemble Investments, LLC who is the owner of the Best Western Arroyo Roble Hotel and Creekside Villas in Uptown Sedona, as a member of the City's Tourism Advisory Board.

I have known Randy for almost three years and have worked closely with him and his team since my arrival at Sedona Arts Center in January of 2021. Randy is a visionary, outside-of-the-box thinker who would provide significant knowledge and value to the Board. As a hotel owner, he also has first-hand knowledge of the tourism trends impacting all of us who rely on tourism revenues to thrive.

Randy is also an extremely caring and selfless partner of the Arts Center and has supported our work significantly over the past several years. He cares about Sedona and what happens here and will bring that empathy to the table in all decision making.

Again, I highly recommend Randy for the Tourism Advisory Board.

Please let me know if you have any questions.

Best,

Julie A. Richard

Julie A. Richard
CEO

RECEIVED

JUN 14 2023

CITY OF SEDONA
CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☑ Yes ☐ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Robert Pifke

MAILING ADDRESS: [redacted] Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: [redacted] **Work:** _____ **Cellular:** _____

EMAIL: [redacted]

Are there any days you will not be available for an interview?
June 30 - July 4, 2023, July 11 & 18 after 3:00 pm

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? Sedona resident

For how many years have you been a resident, business owner, or organizational representative? 5 1/2 years

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☑ No ☐ If so, for which board/commission and for what length of term?
2021 BUDGET SUB-COMMITTEE & 2023 TOURISM VISION, GOALS & GUIDING PRINCIPLES PROJECT.

1. Qualifications–Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

   I have been actively involved in City Council meetings and discussions about tourism since being on the budget sub-committee in 2021. At that time, the subcommittee recommended a pause in destination advertising. My recent involvement included working with Ann Kelley to assist Council Members define the vision, goals and guiding principles for tourism. I know few other residents as familiar with tourism issues as am I.

   Prior to retirement, I was a Chief Marketing Officer or a Senior Marketing Executive for the latter half of my career. Industries represented included payment cards (Visa), property management (Real Property Management), flooring (Carpet Cooperative of America) and advertising (Ogilvy).

   My expertise includes advertising - both online and offline, branding, analytics, database management, and all other aspects of marketing.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

   A. Assist City Management and City Council with decisions regarding tourism management in Sedona.
   B. Help define the vision or mission for tourism management, set goals, and guiding principles, and advise about strategies and tactics chosen to fulfill them.
   C. Help bring tourism impact analytics to decision making.
   D. Represent the diverse perspectives of residents, businesses and their employees regarding tourism issues.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

   A key benefit of tourism is having a vibrant economic environment which enables a greater variety and number of stores (restaurants, grocers, entertainment, etc.) than what residents could support without tourism. Tourism also brings revenue to the city to offset the side effects and support residents. The key problems are congestion on roads, at trailheads, and in restaurants during peak seasons, and impact on the Sedona area environment.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

A. Building consensus about the future direction of tourism among City Council members, City Management and the new Tourism Advisory Board is the most important issue.
B. Defining the key programs, projects, and activities to meet the vision, goals and guiding principles will be an immediate need.
C. Striking a balance managing tourism is, and will continue be, a major issue. For example, how much tourism is needed to support Sedona businesses, yet not be so much as to rile residents about being overwhelmed.
C. Measurement systems and analytics will be essential to managing tourism, learning what works and doesn't, and demonstrating progress to all constituencies.
D. Determining how much tourism levels and the impact of tourism can actually be managed over time will be critical.

5. What do you hope to accomplish as a Tourism Advisory Board member?

A. Be a positive influence in building camaraderie among TAB members.
B. Share knowledge I have obtained from interviewing City Council members, being involved in tourism City Council meetings, and from my personal monitoring of tourism budgets and activities during the past few years.
C. Help produce a tourism Vision/Mission, Goals, Guiding Principles, and program plans that residents, businesses, and constituencies can embrace and actively support.
D. Provide expert marketing advice when necessary.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

As a marketing executive I started my career at advertising agencies in account services. As such, I was the liaison between the client contacts and the various groups within the agency including the creative, research, production and media departments. My success was built on my ability to get the various perspectives in alignment and building consensus.

When I transitioned to the client side of marketing, I found that the same alignment and consensus building skills were even more important. All company departments needed to support the brand, marketing direction and corporate goals. I interacted daily with operations, technical, I.T., research, product management, risk management, sales and many other company departments while developing marketing plans and strategies.

Often, the priorities of these other departments conflicted with marketing goals, so common ground had to be found. Again, my success was due to my demonstrated team building and leadership skills.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

Initially, the Board members need to get agreement among themselves and then with city management and City Council members as to the vision/mission, goals and guiding principles for the Tourism Bureau. Once agreed upon, the starting strategies and tactics should be determined including the metrics that will be used to assess success or failure.

As the tourism program and projects are developed by city management and the consultants or agencies hired for that purpose, the Tourism Advisory Board should provide feedback and guidance (if members of the board have direct experience and knowledge of the subject at hand). TAB should also support the Tourism Bureau staff when they deal with City Council members and the community at large. An on-going responsibility of the Board members would be to seek feedback from businesses, residents, and other constituents and share that feedback with Tourism Bureau staff.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

Branding is essential for destination management and marketing. We need to define who we are, and what we want to be in the future, if we hope to manage our destiny. The Sedona 10 year plan should help inform this. So should resident and business research, best practices from other communities, and work results to date related to tourism.

Branding should include our promise to residents and guests that Sedona offers relevant benefits that are unique from anywhere else in the world. These benefits include functional (e.g., cost, travel time, accommodations, activities, fun), emotional (e.g., spiritual, connecting with nature and loved ones, renewal/rejuvenation) and social (e.g., how those visiting/living in Sedona are perceived by others). I believe a branding expert should be hired to help define what the Sedona Brand is.

Marketing is only one aspect of managing tourism. For example, the capacity for tourism will vary based on transit improvements, affordable housing for workers, traffic patterns, and many other factors beyond the Tourism Advisory Board's or the Tourism Bureau's control. Another non-marketing factor is the Forest Service and its policies related to trailhead parking, OHV's, reservation systems, and so forth. Best practices from other destinations should also inform our tourism approach. Some of these best practices might have nothing to do with marketing per se. Instead of "marketing", the focus should be on "management."

9. What do you see as the city's role in providing support to private business?

The city has an obligation to create an environment where businesses can flourish and be economically successful. Fostering a sustainable amount of tourism can provide an assist to all local businesses, as does following the rule of law. However, the city is not obligated to financially support private businesses directly or indirectly. Competition and consumers should decide which businesses succeed or fail.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

I would be honored to serve either a two or four year term.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

I can adjust my schedule and routines to meet the needs of the Board and city staff for standing meetings.

Robert C. Pifke
Summary of Experience

Highly accomplished marketing executive with over 40 years of leadership in marketing and advertising for consumer & B2B products and services, and franchising. Unparalleled combination of advertising, direct marketing, promotion and online marketing experience and expertise.

Bob recently served as a Senior Advisor to Relentless Automated Marketing Platform (R:AMP), a young company that offered agencies and franchisors a white labeled multichannel marketing platform with exceptional customer acquisition, growth and loyalty capabilities. The cloud based automation software includes real-time database management, complex CRM and campaign management workflows, asset management, variable privilege settings, and results measurement.

Previously, he was Chief Marketing Officer for Property Management Business Solutions. He was responsible for marketing strategy and implementation for offline and online marketing including advertising, direct marketing, Internet and search engine marketing, social media and marketing services for PMBS franchise sales and Real Property Management franchisee support.

As VP of Marketing & Sales for CCA Global Partners , Bob managed marketing for multiple brands including Floor Trader, Lighting One, and ProSource Wholesale Floorcovering. CCA is an multi-billion dollar retailer and franchisor of floor coverings and other products and services. CCA Global Partners combines huge centralized buying power with independent and franchise entrepreneurs at the local level. ProSource is a franchise operation that focuses on wholesale flooring products to trade professionals such as builders, contractors, decorators, and remodelers. The company has 135 Showrooms throughout the United States with sales of approximately $500 million. Floor Trader is a warehouse-like flooring franchise that appeals to DIY'ers with its 44 locations. Lighting One has 300 locations.

As Senior VP for Visa USA, Bob was responsible for the development of marketing programs directed to Visa member financial institutions, merchants and consumers. He established and managed Visa.com, Visa Online (an extranet for member banks), marketing consulting to Visa member banks, and many database marketing products and services. Under Bob's leadership, Visa became the most recognized Olympic sponsor in the United States, while spending less than many other brands. Bob spearheaded marketing of the Visa debit card including account acquisition, activation, usage and retention programs that catapulted the product to ubiquity in the United States. He supervised the launch of dozens of new products, national promotions, sponsorship marketing, and marketing to and with merchants.

As VP, Management Supervisor, for Ogilvy Advertising, Bob managed key account relationships for the Houston office of this worldwide advertising agency. He developed and directed integrated advertising and marketing programs for Compaq Computer Corporation, and Shell Oil Company. For Compaq Computer, he led the successful launches of the Deskpro 286 and 386 personal computers, and moved Compaq from being perceived as a clone to an industry leader. And while managing the Shell Oil business, he launched the Shell gasoline brands RU2000 and SU2000. As VP, General Manager for Ogilvy Direct, Bob started the Houston office for this worldwide direct marketing agency. He recruited staff, led new business development and account management, and was responsible for agency profit and loss. He built the business from scratch and won clients including Compaq Computer Corporation, Shell Oil Company, Houston Industries, and Execucom Systems Corporation.

Bob started his career with Frankel/Chicago (now Arc Worldwide) working with a variety of packaged goods and service clients including Armour-Dial, M&M/Mars, The Seven-Up Company, AT&T, and various Regional Bell Operating Companies.

SPECIALTIES

- Brand Management
- Market Strategy
- Market Analysis
- Account Acquisition Marketing
- Predictive Modeling
- Database Marketing
- Activation, Usage, Loyalty Marketing
- New Product Introduction/Development
- eCommerce Development
- Event & Sponsorship Marketing
- Website Development
- SEO and PPC internet marketing

CREDENTIALS/EDUCATION

University of Illinois – Urbana-Champaign
MBA, Marketing

University of Illinois – Urbana-Champaign
B.S., Communications - Advertising major

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TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☐ Yes ☑ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: David R. Price

MAILING ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: N/A **Work:** N/A **Cellular:** [redacted]

EMAIL: [redacted]

Are there any days you will not be available for an interview?
We are tentatively scheduled to be out of town on vacation from 2 August until 2 September.

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? my wife and I are full-time Sedona residents

For how many years have you been a resident, business owner, or organizational representative? 4 years next month.

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

5. What do you hope to accomplish as a Tourism Advisory Board member?

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

9. What do you see as the city's role in providing support to private business?

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

Thank you for your interest in serving on the Tourism Advisory Board. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113.

David R. Price
[redacted]
Sedona, 86336

Answers to Tourism Advisory Board Application questions.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

30+ years' service as a naval officer working with diverse teams, sometimes under high pressure and in extreme conditions and environments, to solve thorny and contentious issues and problems. Specific experiences I feel qualify me for an appointment such as this include my work on, sometimes leading, teams comprised of various government and non-government entities and international partners. Amongst these were:

- Many opportunities to work on diverse teams in the creation of plans (local, regional and strategic levels). I am a subject matter expert in strategic and operational planning, having real-world experience and also teaching the subject at the graduate level.
- Service during the Iraq War as advisor to the ministry of defense and a member of the Iraq elections working group as we prepared the country for its first-ever constitutional referendum and democratic elections. Also used my background as an engineer to work with international industry and government in the development of national security and industrial infrastructure.
- Served as a mentor to the Royal Saudi Armed Forces during the development of their staff college. Similar to my time in Iraq, I was able to use a diplomatic approach in normalizing Western and Arab cultures to build consensus and compromise in the pursuit of shared objectives.
- My role as the associate dean of a graduate science and engineering college saw many opportunities for me to bring together our sometimes-fractious department chairs (or at least achieve some compromise) while we worked through typical resource constraints; facilities, finances, personnel, etc. I was able to encourage such groups to work together with civility despite their often-competing interests.
- My role as the public affairs officer of a naval base during the Base Realignment and Closure rounds found me as the public representative for the Navy as we worked to balance the competing priorities and concerns of stakeholders in our local community, including business, government, the press, non-profits and concerned residents.
- My current role as a member of the Sedona-Oak Creek Unified School District. I am a proud member of a school board team that has worked with great civility and respect to achieve our goal of ensuring the best educational outcomes possible for our students. We are the no drama llama school board.
- My recent service on the Citizens Budget Working Group here in Sedona. What a great opportunity that was to better get to know some of our neighbors and community and also to become better informed about the inner-workings of our city government.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

Creating a venue and atmosphere of cooperation and civility where ideas for improvement are encouraged from all of the various stakeholders in the community while helping to prevent polarization and division. In my experience, the best solution is typically somewhere between the polar opposites.

Teasing out and building on those ideas to create actionable plans with realistic costs, benefits and consequences of various options to submit to council for consideration, deliberation and decision.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

I think the most positive impacts include:

- Access to our nation's natural and cultural heritage by, especially, our fellow citizens from around the country. They, of course, own Red Rock Country as much as do we who are privileged to live here full or part time.
- The positive economic impact they bring is the lifeblood of any resort locale such as Sedona. It provides our residents access to many amenities, goods and services we would otherwise not enjoy. It also, of course, funds a large percentage of our government services.

I think some of the challenging aspects include:

- Managing traffic during peak visitation.
- Expectations management for tourists and residents.
- Balancing access to national lands with environmental considerations and impact.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

I think the greatest issue facing the city and Tourism Advisory Board is the need to balance the polar opposite visions we sometimes see and hear, in rhetoric and practice if not in policy. Sedona seems to have a love/hate relationship with tourism. On the extremes, we hear some residents, often those who have been here longer, declare that we should basically put an end to tourism as it is a blight on the quiet, little village they escaped to so many years ago. On the other end, we have those who, in the honest pursuit of economic growth, want to see development or re-development to the point of Sedona becoming a prohibitively expensive and exclusive resort town that is overrun by crowds. We should be tireless in efforts to de-polarize the issues surrounding tourism while balancing the requirements of sustainably growing economy (and the benefits it provides to our city coffers) within our monolithic industrial base with the need to aid in providing as much environmentally responsible access to our surroundings as possible for our fellow (co-owner) U.S. citizens and global tourists.

5. What do you hope to accomplish as a Tourism Advisory Board member?

I hope as a group the board can provide some well-thought-out ideas and solutions that are realistically actionable by the city council and staff. I also hope to continue to meet and get to know more of our Sedona neighbors and be able to contribute to our community. Sedona is the first place my wife and I ever chose to live. All sixteen of our previous locales were chosen by the Navy.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

Basically, the same answer as to question 1. To expound a little, I gained invaluable experience working with people from foreign countries, particularly in the Arabian Peninsula, whose cultural values and norms were in some cases dramatically different from ours. My method was to find and build relationships based on those values and goals we did share. Despite the fact there were some things we would (could) never agree upon, as they were too ingrained in our individual cultures, we became trusted colleagues and friends during challenging times together.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

Help to improve communication and reduce polarization while teasing out the best ideas for ways forward in how best to promote and manage tourism in Sedona and our surrounding natural environment.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

The broad range of goods and services we enjoy in Sedona, as available from private and public and non-governmental organizations, are mostly possible due to tourists we attract. Sedona must compete favorably for those tourists, especially those who will spend multiple nights here. Though we have a world-class natural resource in the Red Rock Wilderness, our distance to a major air hub is a disadvantage that must be overcome by marketing. Our marketing must ensure we are viewed favorably in comparison to other naturally beautiful locales, which might be equally or more appealing when someone is choosing how to spend their finite vacation dollars and time. Our marketing should also ensure we appeal to the broadest possible set of tourists by highlighting our proximity to the many other attractions within daytrip distance. We want to be the center of the tourism wheel from which our visitors base their exploration of the Verde Valley and northern Arizona, rather than just one of the spokes (for example, as a daytrip from Phoenix during Spring Training). Without a broad approach that markets our proximity and even partnership with other worthwhile sights and activities nearby, we might be losing total tourism days on a single trip or repeat tourism by those who have "been there, done that" in Red Rock Country.

9.What do you see as the city's role in providing support to private business?

I think the city's support should be symbiotic with local business in helping to create a business-friendly environment in which those who are willing and able to create legal, upstanding business activity can do so. In large measure, I think the real culture of a city is reflected by the vitality and success of its locally owned businesses (regardless if by citizens from the surrounding area) and willingness of external corporate and private entities to invest in doing business here. Public and private sectors should form a partnership as neither can thrive without the other.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

I have no preference.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

I am retired so my schedule is largely my own. My role as a member of the school board does, however, come with some scheduled meetings; generally, at 4:00pm on the first Tuesday of each month.

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

Resume Attached: ☑ Yes ☐ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Frances Julia Riemer, PhD

MAILING ADDRESS: [redacted] Sedona AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: same
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** [redacted]

EMAIL: [redacted]

Are there any days you will not be available for an interview?
I am out of country from 7/13 to 8/24. However, with some advance notice, I would be able to participate in a zoom interview during that time.

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? I live in Sedona.

For how many years have you been a resident, business owner, or organizational representative? nine years

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

5. What do you hope to accomplish as a Tourism Advisory Board member?

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

9. What do you see as the city's role in providing support to private business?

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

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Frances Julia Riemer, PhD
[redacted]
Sedona AZ 86336
[redacted]

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.
I have a PhD in educational anthropology and am a full professor at Northern Arizona University in both Educational Leadership and Women's and Gender Studies. As an educational anthropologist, I think about learning and teaching as cultural practices. Informed by a long career conducting research on communities, schools, government initiatives, and community-based projects in the US, Africa, Southeast Asia, and Latin America, I have most recently embarked on anthropological (and feminist) studies of tourism. My last two edited books, *Re-Centering Women in Tourism* (Lexington 2023) and *Front and Back Stage at Tourist Events* (Routledge 2020) draw on the experiences of tourists, hosts, and intermediaries to examine the impacts of tourism on community and self.

   I hope to draw on my professional expertise to support my community. I've been in Sedona, off and on, since 1998. When I moved to Sedona full time nearly ten years ago, I began to consider community stewardship seriously. I became involved with Northern Arizona Climate Change Alliance NAZCCA and have had the opportunity to participate in the design of Sedona's Climate Action Plan. I speak publicly on a range of issues and was an invited speaker at Sedona's Community Plan Forum. My presentation focused on the power of community-based tourism and what it means to center host community members in Sedona's Community Plan.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

   A Tourism Advisory Board has the potential to guide the city on smart and sustainable tourism policies and practices that are informed and grounded in community members' experiences, interests, challenges, needs, and resources.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

   Sedona is glorious. To quote Trip Advisor, Sedona is "a true oasis, a vacationer's paradise in the middle of the Arizona desert." USA Today called Sedona the most beautiful place in America. At the same time, to quote The Insider, https://www.businessinsider.com/people-leaving-cities-small-towns-sedona-arizona-2020-4 we're an artsy desert town, in a club that includes Jackson Hole Wyoming and Nantucket, towns suffering from too many visitors (both tourists and second home owners) and rapidly becoming "a medical desert."

   As I related in my community presentation: We, and I mean Sedona here, have become a victim of successful marketing promotions, "reaching a high point of being "loved to death" in 2016 when droves of Instagram-snapping tourists responded to marketing campaigns spotlighting the centennial of the National Park Service, closely followed by another for the Grand Canyon's 100th anniversary" https://www.gstcouncil.org/doing-it-better-sedona-arizona/. Much to our dismay, we all know about visitors clogging Sedona streets with traffic, packing local trailheads, and exhibiting bad behavior–playing loud music for example,

leaving trash at trailheads, driving ATVs with abandon. At the same time, according to a study by Yavapai College, those visitors have an annual economic impact of roughly $1 billion and support 10,000 area jobs. Tourism generates more than 75 percent of the sales tax revenues that pay for Sedona's public services.

But it's also important to take note that we have a foundation on which to build. The March 2019 Sustainable Tourism Plan is highly touted within the tourism industry for its resources, solid partnership with the City and elected officials, and community-based sustainability plan. In particular, the Fly Friendly program's no-fly zone for air tours over residential areas controls helicopter noise, transportation improvements uptown have reduced traffic congestion, dozens of businesses have achieved sustainability certification, as determined by the Sustainability Alliance, and the City was awarded the Governor's Award for Outstanding Arizona Cultural and Historic Preservation for its efforts. The Council's shift in tourism management is an opportunity to build on that foundation in ways that are economically and environmentally sustainable and community supported.

4.What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

Tourism has posed challenges–traffic congestion, unregulated short-term rentals, poorly behaved visitors, and the related lack of affordable housing, environmental destruction (e.g. ATV mis/use), diversity in community, and family-oriented spaces. But it's important to note that our tourism-related problems are not ours alone. In more than 51 travel destinations across the globe, tourists outnumber locals. Many are small municipalities–Andorra, Macao–or island archipelagos–British Virgin Islands, Tucks and Caicos–places without much room to spare. We have read that Venice is over touristed. Not unlike Sedona, long-time residents can no longer afford to live in the city.

5.What do you hope to accomplish as a Tourism Advisory Board member?

I bring an understanding of tourism writ large and an interest in community-based tourism to the Board. I draw on the work of community-based tourism that asks how tourism can service community needs, rather than the other way round. The re-centering moves us from a marketing led to a community development led model. This model leads to an asset based, co-created industry, more responsible marketing and a more sustainable destination. In community-based tourism, plans are not founded on what tourists want, but on why the community need it, what role does it perform for them. Three things shift: our goals and strategies, metrics, and marketing,

6.What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

I bring a long history of program/project management and team work to the Board, including oversight of educational initiatives, community projects, nonprofits, and research efforts. I have a reputation as a calm problem solver and am well-schooled in consensus as decision making process.

7.What do you see as the highest priorities for the Tourism Advisory Board and anew municipal tourism marketing and management program?

I want to see Sedona as a model for tourism that celebrates and protects the environment, supports its community, and educates its visitors. I know what I want: tourism proceeds that enhance community members' quality of life (e.g. less traffic, affordable housing, accessible

community services), initiatives that promote sustainability (e.g use of solar, water conservation, recycling, electric vehicle charging stations, pedestrian friendly infrastructure), and educational initiatives and policies that promote best behavior, environmental stewardship, and cultural awareness and celebration.

8.What is your perspective on the importance of branding and marketing for Sedona as a destination?

Another phrase around community-based tourism rings particularly relevant to our community. "The most important thing any destination should do is control the narrative around their own home, it is easily forgotten by the tourism industry that these are not just destinations; they are home to a lot of people." Again, as I mentioned in my September presentation, "our challenge is to draw on our combined strengths to envision the Sedona WE want and plot how to WE want to get there together."

I answer the question by posing two others: How can we center ourselves as residents of a community that offers affordable housing, livable wages, accessible health care, and thriving relationships, while protecting our natural resources and hosting visitors to this glorious place? How do we control the narrative around our own home, here in this bucket list destination?"

9.What do you see as the city's role in providing support to private business?

I see the city supporting business and business supporting the city in mutually beneficial ways. I have become very interested in positive sum mindsets, and how *win win* thinking can help us better reconceptualize the potential and power of city and private sector cooperation and collaboration.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

Most likely four years, in order to have sufficient time to follow/build initiatives.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

I am somewhat flexible in terms of scheduling, although am generally more available from 1:00 – 5:00 pm.

CURRICULUM VITAE
Frances Julia Riemer

Northern Arizona University
[redacted]
Flagstaff, AZ 86011-5774
[redacted]

[redacted]
Sedona, AZ 86336
[redacted]
e-mail: [redacted]

ACADEMIC PREPARATION

DOCTOR OF PHILOSOPHY, Educational Anthropology, December 1994
Area of Specialization: Education, Culture, and Society
UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA

MASTER OF SCIENCE, in Applied Linguistics, February 1982
FORDHAM UNIVERSITY, New York, NY

BACHELOR OF SCIENCE, American Literature, with distinction May 1977
PENNSYLVANIA STATE UNIVERSITY, University Park, PA
Student Teaching, Balboa High School, Panama Canal Zone

ACADEMIC EXPERIENCE

2011 - present **Professor, Educational Foundations/Educational Leadership, Associate Faculty, Women's and Gender Studies Program,** NAU Diversity Fellow, Chair of Master's degrees in International Education Leadership and Educational Foundations. Teach educational sociology, sociological and cultural foundations of education, comparative education, and ethnographic research courses for undergraduate and graduate students in College of Education and undergraduate theory classes in Women's and Gender Studies. Advise doctoral and master's level students through dissertation and thesis process. Chaired the University's Diversity Sub-committee, the University's Commission on the Status of Women, the College's Curriculum Committee and the Admissions Committee for the Department of Educational Leadership. Member of the departmental Doctoral Steering Committee, the Women's Studies Steering Committee, NAU's Curriculum Committee and Graduate Committee, NORTHERN ARIZONA UNIVERSITY, FLAGSTAFF, AZ

2006 – 2010
2021 - 2023 **Director, Women's and Gender Studies Program,** administered Women's and Gender Studies Program, including Bachelor of Science, Bachelor of Arts, and Graduate certificate programs. Taught Women's Studies capstone courses and supervised independent studies. Developed yearly programming and facilitated long term planning for Women's Studies and gender and diversity-related campus initiatives. SCHOOL OF SOCIAL AND BEHAVORIAL SCIENCES, NORTHERN ARIZONA UNIVERSITY, FLAGSTAFF AZ

1997-2011 **Assistant/Associate Professor, Educational Foundations/Educational Leadership.** COLLEGE OF EDUCATION, NORTHERN ARIZONA UNIVERSITY, FLAGSTAFF, AZ

1995 - 1997 **Research Fellow**, Fulbright scholar, affiliated with UNIVERSITY OF BOTSWANA AND THE MINISTRY OF EDUCATION'S NON-FORMAL DEPARTMENT, GABORONE, BOTSWANA

1995 **Post-Doctoral Research Fellow**, ANNENBERG PUBLIC POLICY CENTER OF THE UNIVERSITY OF PENNSYLVANIA, PHILADELPHIA, PA

1991-1993 **Lecturer in Education Department** BEAVER COLLEGE, GLENSIDE, PA

1992-1993 **Adjunct Professor, Cultural Anthropology**, MANOR JUNIOR COLLEGE, JENKINTOWN, PA

SCHOLARLY PRODUCTS (selected from larger body of work)

Riemer, F. (2023). *Re-Centering Women and Tourism: Anticolonial Feminist Studies.* Lexington Books.

Ahluwalia, S., & Riemer, F. (2022). Universities as Women-Serving Institutions. *Inside Higher Ed* https://www.insidehighered.com/views/2022/07/13/toward-conception-women-serving-institutions-opinion.

Riemer, F. (2020). *Front and Back Stage of the Tourist Performance: Imaginaries and Bucket List Venues.* Routledge (Routledge Advances in Tourism and Anthropology series).

Riemer, F. (2019). "She's Such a Nasty Woman": Nice and Nasty as Gendered Tropes in and outside Schools. In A. Castagno (Ed.) *The Price of Nice: How Good Intentions Maintain Educational Inequity.* University of Minnesota Press.

Riemer, F. (2016). Curriculum and State Control: The Case of Arizona's Mexican-American Studies Program. Chapter in F. Mizikaci and G. Senese (Eds.) *Academic Freedom the Teacher's Authority: A Critical Comparison of Turkish and U.S. Teachers' Colleges.* Lexington Books.

Riemer, F. (2014). Wrapped in the flag: Immigration, Ethnic Studies, and gun legislation in Arizona. *Critical Education,* 5:8.

Lapan, St., Quarteroli, M., & Riemer, F. (Eds.) (2011). *Qualitative research: An introduction to methods and design.* Jossey-Bass Publishers.

Riemer, F. (2011) Addressing ethnographic inquiry. Chapter in S. Lapan, M.L. Quartaroli, and F. Riemer (Eds.) *Qualitative research: An introduction to methods and designs.* Jossey-Bass Publishers.

Riemer, F. (2009). Ethnography Research. In S. Lapan & M. Quarteroli (Eds.) *Research essentials.* Jossey Bass Publishers..

Riemer, F. (2008). Becoming literate, being human: Adult literacy and moral reconstruction in Botswana. *Anthropology and education quarterly,* 39:4.

Riemer, F., & Blasi, M.J. (2008). Rethinking relationships/reconfiguring teacher research: Teachers as ethnographers of culture, childhood, and classrooms. *Action in Teacher Education,* Spring 2008.

Goldberg, A., & Riemer, F. (2006). All Aboard Destination Unknown: Sociological perspectives on educational technology. *Educational technology and society.* 9 (4).
Riemer, F. (2001). *Working at the margins: Moving off welfare in America.* State University of New York Press (part of a series on "Power, social identity, and schooling" edited by Lois Weis).
Riemer, F. (2001). Literacy without liberation: An examination of literacy pedagogy and practice in Botswana,. Issues of knowledge, power, and culture in contexts of adult learning, III Conference for Sociocultural Research webpage.
Cruz Uribe, K., Nason, M., & Riemer, F.J. (Eds.) (1999). *Uniting a diverse Arizona*, Background report for Arizona Town Hall.
Riemer, F. (1999). Seeing the light: Literacy education and citizenship in Botswana, *Resources in education* (RIE), ED 429 867. September.
Riemer, F. (1999). Participatory research in Basarwa settlements: Shifting development paradigms, *Practicing anthropology*, 21(1).

SELECTED CONFERENCES/TALKS

Riemer, Frances (2022). Re-Centering Women in Tourism: A Conversation. 2022 American Anthropology Association Annual Meeting, Seattle WA.
Riemer, Frances (2022). Invited Keynote Speaker, Sedona Community Plan Forum. Sedona AZ.
Riemer, Frances (2020). "Resituating Our Students: The Power of Study Abroad in Global Citizenship." Comparative and International Education Society Conference (CIES). Miami, FL
Riemer, Frances (2020) Invited/Keynote Speaker, "Climate Change: What's Gender Got to Do With It. How Women are Leading Us to a More Sustainable Future," Democratic Women of Prescott, Cottonwood Democrats, Northern AZ Climate Change Alliance (NAZCCA), Fridays for Future, and Osher Lifelong Learning Institute (OLLI)
Riemer, Frances (2020, January). Invited participant, "100 Years of Women's Suffrage: A Panel Presentation," Philosophy in the Public Interest.
Riemer, Frances (2019). The search for personal and communal sustainability and growth among first generation U.S. students in study abroad settings, Comparative and International Education, San Francisco CA.
Riemer, Frances (2019). "'She's Such a Nasty Woman': Nice and Nasty as Gendered Tropes," American Educational Research Association Annual Meeting, Toronto, Canada.
Riemer, Frances (2018/2019). Invited speaker on Equal Rights Amendment (ERA). League of Women Voters of Verde Valley. Sedona, AZ and Prescott AZ. Arizona Business and Professional Women, Phoenix AZ.
Riemer, Frances (2017). Organized Anthropology of Tourism panel, Intricacies of the Anthropological Lens: Negotiating Community and Politics in Conservation and Tourism, 2017 American Anthropology Association Annual Meeting, Washington DC.
Riemer, Frances (2017). Evaluations that Matter: Reflections on Evaluations Guided by Culturally Responsive, Feminist, Critical Race, and Whiteness Theories, 2017 Fourth International Conference of the Center for Culturally Responsive Evaluation and Assessment (CREA), Chicago, IL

Riemer, Frances (2016). State Control of a Decolonizing Curriculum: Arizona's Mexican American Studies Program and the Battle over Regimes of Truth," International Conference on Critical Education, London UK.

Riemer, Frances (2015). Organized Anthropology of Tourism sponsored panel, Front And Back Stage At The Tourist Event: The Meeting Of Familiar And Strange On The African Plains, Mexican Beaches, And Other Bucket List Venues, 2015 American Anthropology Association Annual Meeting, Denver, CO.

Riemer, Frances (2014). Sticky Points of Contact: Ethnography in Transnational Times. 2014 American Anthropology Association Annual Meeting, Washington DC.

Riemer, Frances (2012). "These Baskets Cannot Send the Children to School": The Production and Marketing of Woman's Work in Botswana. American Anthropology Association Annual Meeting, San Francisco, CA.

Riemer, Frances (2012) Curricular Conundrums: Reconfiguring Waves and Feminisms. National Women's Studies Conference, Oakland, CA.

Riemer, Frances (2011). Negotiating Guns, Borders, and Diversity on Arizona Campuses. American Anthropology Association Annual Meeting, Montreal, Canada.

GRANTS

"Women as Breadwinners: Production, Marketing, and the Construction of Women's Identity in Botswana," author and principal investigator, 2010, Northern Arizona University's Faculty Grant Program.

"Reading the word: Literacy, social exchange, and moral reconstruction in Southern Africa," author and principal investigator, 2005-2006, Elva Knight Research Grant, International Reading Association.

"Culture, childhood, and classrooms: Supporting Native American teachers in research on their own teaching," co-author and co-researcher with Dr. MaryJane Blasi, 2002, Arizona Board of Regents Innovation Fund for Learner-Centered Education grant.

"Liberating the uneducated: Literacy practice and development in Botswana," author and principal investigator, 1999-2001, The National Academy of Education/Spencer Postdoctoral Fellowship.

"An ethnographic study of literacy needs, practices, and programs in Botswana," author and principal investigator, 1995-1996, Fulbright Scholar Award, the Africa Regional Research Program.

"Working at the margins: The negotiation of identity in work, welfare, and employment training," author and principal investigator, 1993, Spencer Dissertation Fellowship for Research Related to Education.

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MAY 2 2 2023

CITY OF SEDONA
CITY CLERK'S OFFICE

DRAFT

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: [Yes] X No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Danielle Sonn

MAILING ADDRESS: [redacted] Sedona AZ 86340
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted] Cornville AZ 86325
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** [redacted] **Cellular:** [redacted]

EMAIL: [redacted]

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

May 20-28

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? General Manager-Hampton Inn Sedona

For how many years have you been a resident, business owner, or organizational representative? 32 years

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes [No] If so, for which board/commission and for what length of term?

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CITY OF SEDONA
CITY CLERK'S OFFICE

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

I have worked in hospitality for over 20 years and possess, not only the knowledge of how to successfully operate a business, but how to do so in Sedona which has special challenges. Having lived in the town since I was 4 years old, I have a personal interest in preserving this town and keeping it magical for residents as well as tourists. As a hotel General Manager of a select service property, I am front desk, I am accounting, I am HR, I am the Manager on Duty, I can clean rooms, and I can balance pool chemicals. I see the bigger picture in everything I do and understand the importance of balance and harmony on a large scale. My day to day duties include building and sustaining a happy and healthy culture for my staff, which creates an amazing guest experience for our travelers, and ultimately benefits my bottom line as well as my community. Everything we do in business management, has a direct impact on every person that we engage with, and the same can be said for a city. It is for that reason, that I believe that I would be an ideal candidate for the Tourism Advisory Council for Sedona.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

I see a toxic culture in Sedona amongst the residents that has only grown more divided over time. My vision of a Tourism Advisory Board would be a group of individuals who have the best interest of the community in mind, while helping to make recommendations to the newly formed DMO as to how we can promote sustainable tourism. We have had infrastructure issues for decades that have contributed to the decline in overall quality of life for our residents. With the growing tourism market, these issues have not been remedied fast enough to keep up with demand. I feel that it is more important now than it has ever been before, to create a more sustainable destination that attracts respectful visitors. As the infrastructure issues continue to be remedied, we have an obligation to Sedona to do our part to make sure that our travelers have a clear direction on how to treat this destination. A TAC or TAB would be representative of both business and residential interests in presenting recommendations on how best to proceed with tourism promotion. I feel important qualities of this role are empathy, education, collaboration, and being willing have those tough conversations with others who do not necessarily agree with one another to have a broad understanding of how each decision affects us as a community.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

Over the past few decades, there has been an increase in tourism in Sedona with no reasonable infrastructure modifications until the past 5 years. We serve millions, yet we do not have an effective transit system yet. (I give credit to the amazing work in progress however.) We do not have trash cans along 89A. And we have given little direction to our visitors as to how we expect our land to be treated, again, until the last 5 or so years. I do have to disagree in the way that this question is worded that it is an impact of only tourists. I believe it to be a human impact in general. We as residents want less traffic, less trash, less homelessness. We want more affordable housing, but we don't want it in our neighborhoods. We have added to the traffic problem by making it impossible for our workforce to live and work in Sedona, so they have to move to a neighboring community and commute each day at the busiest times. The transit system is still a work in progress so most do not use it and they are not carpooling. 10 years ago, I would estimate that 30% of my employees lived in Sedona. Now I have 0. And none of them use the shuttle because the stops are not in convenient locations or it does not pick

up and drop off at the right times. No one carpools either. According to the 2020 census, "Most people in Sedona, AZ drove alone to work, and the average commute time was 24.3 minutes. The average car ownership in Sedona, AZ was 2 cars per household." The census also states, "The economy of Sedona, AZ employs 4.53k people. The largest industries are Health Care & Social Assistance (648 people), Administrative & Support & Waste Management Services (603 people), and Accommodation & Food Services (529 people)." In my opinion, we have a human impact problem, not a tourism impact problem. And while our current council is working to fix it, until we can admit that it is not all the responsibility of our visitors, and that we as residents cause many of our own headaches, we will not solve problems but instead band aid them as we always have. If we want to be concerned about our affects on our ecosystem, we need to look at the 4.53k vehicles driving 24.3 minutes to and from work each day. We can blame STR's all we want, but when our workforce lived in Sedona, they never rented those multi million dollar homes. We created this problem by band aiding another. This is not to discount the impact of tourism but instead to draw attention to the fact that we added to it by unintentionally trading one desire of our residents for something that is also undesirable.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

To be honest, I believe that the major issues facing the City are not simply traffic, trash and noise. Those things have existed for decades. There has always been a high season and a low season and 30 years ago it took an hour plus to drive from VOC to West Sedona in March, April, May, September and October. This is not a new problem. I believe that it is a toxic community culture that we have allowed to exist for too long. If we cannot respect one another, how can we expect out of town visitors to respect us? But the thing is, our visitors drive into Sedona and are in awe of our destination. They are not on a mission to destroy it. We need tourism to drive our economy. It is the only thing that does. Residents alone cannot keep our restaurants and grocery stores open. So to answer the question, I think the initial Tourism Advisory Board will be challenged with a community that desires to be void of tourism, but has residents that don't understand our own impact or what sacrificing tourism will do to our economy. We all will have to develop an open mind when we have these conversations and create an environment of looking at the bigger picture. Not only for ourselves, but for the longevity of Sedona. We need to have Sedona's best interest in mind. And that is both economic and residential. Tourism is not a problem. It is an opportunity. One that needs work no doubt. But it is our responsibility to grow our economy in a responsible and sustainable way that has a positive affect on our quality of life.

5. What do you hope to accomplish as a Tourism Advisory Board member?

My goal is to help our community find balance. We have spent too many years pointing the finger and we are divided between City, Chamber, business, and resident. But we are all the same. We need to find common ground to move forward. All parties involved need to be educated on impact. Impact on doing too much, impact on not doing enough, impact on the earth, and impact on the economy. And with that information, we use it to create the proper sustainable tourism plan that we need to keep our economy thriving.

I want our residents to understand that the town that they have moved to, only exists because of tourism. For most, they moved here because of the welcoming guest experience that we provided for them at one point in time when they were a guest. Sedona is so well maintained because of the money that tourism brings in to keep it beautiful. Our restaurants, our grocery stores, our galleries, everything that Sedona has to offer exists because of tourism. Without our visitors, it goes away.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

I am a very fair individual by nature. I listen to understand, not to speak and to be heard. As you can probably imagine, hospitality in Sedona has always had a fairly high turnover rate. It is a stressful, entry level, minimum rate of pay for the area, job for those not in management. Having been in hospitality for as long as I have been, I have seen everything you can imagine as it relates to employee issues, guest issues, and unreasonable ownership expectations. You name it, I have seen it. My job is to make it all work to the benefit of everyone involved. Happy employees, make happy guests which make happy owners. Behind the scenes, this entails tough conversations. It includes personality differences, different operational goals, individuals who do not agree with a resort or parking fee, pressure for better Guest Service Scores with little additional support from an operational budget. The only way to make it work is to listen to what everyone is saying, but more importantly, to hear what they are NOT saying or cannot explain in words. Reading between the lines, and understanding the affect of that which you are absorbing has on the whole operation, is not a skill you learn in school or on the job. It is something you choose to learn by experience and open up to. At this point in our tumultuous city situation, I believe this skill to be the most important of any right now. I will listen. I will also play the role of devils advocate. My goal is to find the best common ground that we are able to at this point and to expand upon that as we evolve our DMO plan.

I also lead by example. I would not ask my community to do something that I would not do myself. A recent example of my contribution to a more sustainable Sedona was my work at my previous role as General Manager of Holiday Inn Express. I worked with my team and my ownership group to become the first Gold Certified Sustainable lodging facility in Sedona through the Sustainability Alliance. We took our daily practices and made them more mindful. I plan to do the same at Hampton Inn.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

We have to promote tourism, plain and simple. Our economy needs it to survive and to continue to thrive. Our residents need it to keep providing the offerings that Sedona has and should be expected to offer. However, we need to be strategic in the way we promote. We do need our travelers to be respectful. We do want to promote a longer length of stay to avoid more traffic, both from a visitor perspective as well as from a personnel aspect. We have the opportunity to do this in tandem with the evolution of our transit system, and any other major changes that The City of Sedona has in the works for our betterment. Tourism and quality of life are not separate. We can increase some areas while we slow down others to fit with the evolving agenda of what is operationally best for Sedona's longevity.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

We need to promote a sustainable destination. And not just to our own businesses or the visitors. To everyone, including residents. If we are all on the same page, for the first time, at least in my lifetime, we will have harmony. We need to hold our residents to the same standard as we hold our visitors to. If we all preach the same message, live by it, and provide the right resources, we all win, together as one.

9. What do you see as the city's role in providing support to private business?

I view this as one of the most important tasks to date. Right now, the majority of businesses in Sedona are owned and operated by locals. If we decide to continue to neglect destination marketing, our locally owned businesses will fail. We understand that the residents have spoken and they are loud and unhappy about the affects of tourism. However, if we continue on the path that we are on, local business owners are bound to lose their assets. Corporate companies will have no problem purchasing what is vacant as this is a high demand destination. They will not allow their assets to fail and will use resources far beyond what a locally owned business has access to. For that reason, I feel that The City of Sedona needs to promote what keeps us busy. Within reason of course. Stopping destination marketing all together is not the answer. From what some of the council has said publicly, that appears to be the agenda. I hope, as a potential TAB candidate, you will not only consider my experience, but my loyalty to Sedona. And if I am not chosen, my hope is that you will at least consider what I have presented, information wise, in your future decisions in regards to making a better Sedona for all. I will continue to provide whatever statistics and information that you ask for in order to help my community evolve for the better.

10.Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

I would prefer 4 years. I am in this for the long haul and want to see our resolutions through. I do not feel that this can be done effectively in 2 years.

11.What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

I will make it work. I would prefer a solid standing date and time so that I can schedule my work around this and give it my undivided attention. It is important to me.

Danielle Sonn

[redacted] Sedona, AZ 86340 | [redacted] [redacted] |

Profile

A self-motivated and engaging leader who helps teams excel by empowering the employees to provide the best guest service experience possible. Hospitality is my expertise and uplifting the individuals who make it happen is my passion.

Experience

General Manager | Hampton Inn Sedona-Highgate | August 2022 - Present

· Raised Guest Satisfaction Scores by 10% in all categories in first 6 months
· Retraining of staff to offer a higher level of guest service
· Identifying problem areas and implementing immediate solutions
· Responsible for all HR tasks
· Responsible for all financials
· Taken steps to implement sustainability advancements
· Nominated by my VPO and chosen by Senior Leadership to sit on the General Manager's Advisory Council for Highgate.

General Manager| Holiday Inn Express- Southwest Hospitality Management| March 2021 - August 2022

· Led my team during the pandemic through staffing and supply shortages
· Made the most of every opportunity we had to grow our business when our main sources of leisure travel had not yet returned
· Betterment of property by using our location to our advantage and adding amenities that enhance the value of it
· Came up with creative ways to attract staff during pandemic shortages
· Responsible for all HR tasks
· Responsible for all financials
· Raised guest satisfaction scores to the highest levels this property had seen in the time that it had been under current ownership
· Became the first lodging facility in Sedona to attain Gold Level Sustainability Certification
· Won the 2021 Top GOP Award within the company portfolio

Director Of Operations |Sky Ranch Lodge | July 2020-March 2021

· Experienced and certified in Revenue Management and systems related
· Implementation of various new systems: PMS-HMS Infor, CRS-SynXis, CRM-

Revinate

· Complete overhaul of Wedding and Events operations and contracting
· Department audits and business plans for improvement
· Overhaul of Revenue strategy and marketing strategy
· Responsible for all HR tasks
· Created budget and accountability plans
· Held staff meetings and improvement strategies
· Team building and staff engagement

Director of Rooms and Revenue Management | Sedona Rouge Hotel and Spa| January 2013-August 2020

· Came up with new, innovative ideas to keep guests satisfied while remaining current with new technologies and training staff on how to use them. PMS- Innfinity & Opera, CRS- Synxis, NOR1, Alice, Travelclick, Navis, and many more
· Set property up as a soft branded hotel from a private boutique property
· Underwent an expansion of 32 new rooms and renovation of the remaining 73 after that
· Came up with marketing ideas and packages to make our property stand out against the comp set
· Developed and managed rates on hotel rooms and pre-sold expansion rooms
· Pitched technology ideas to ownership and explained how they would see the ROI on purchase, and proved it
· Responsible for hiring and termination of my staff
· Trained and educated staff while making sure they had a smile on their face and loved where they work

Certifications

Hilton General Manager Certified-2022

Certified Food Protection Manager- 2022

IHG GM Programme Certified- 2021

CRDE- Certified Rooms Division Executive- 2016

Synxis CRS Revenue Manager- 2015

Navis Reach Certified- 2015

Volunteer Experience

· General Managers Advisory Council for Highgate-2023
· Sedona Red Rock High School Track Team Volunteer-2023
· Sedona Charter School weekly Cooking and Baking class-2023

- Sedona Marathon Packet Pick up check in- 2023
- Special Olympics Event- 2023
- Feed My Starving Children food packaging event- 2022
- Girls on the Run Coach-2019 season

Skills & Abilities

- Proficient with PMS, CRS, CRM and POS systems
- Excellent team builder
- Poised under pressure
- Experienced in most full service hotel positions
- Excellent Communication
- Community Involved and Connected
- Fun and energetic

References

Ed Conway-[redacted]
Ira Blackshear-[redacted]
Meredith Oberster-[redacted]

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JUL 07 2023

CITY OF SEDONA
CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☐ Yes ☑ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Craig Swanson

MAILING ADDRESS: [redacted] Sedona AZ 86336

(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: same

(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** [redacted]

EMAIL [redacted]

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

We will be gone from Sedona June and July and will return August 8. I will be available that entire time (except August 6-7) via Zoom.

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? I'm a resident, and President of Keep Sedona Beautiful

For how many years have you been a resident, business owner, or organizational representative? 10 years

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☑ No ☐ If so, for which board/commission and for what length of term?

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

5. What do you hope to accomplish as a Tourism Advisory Board member?

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

9. What do you see as the city's role in providing support to private business?

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

Thank you for your interest in serving on the Tourism Advisory Board. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113.

In response to the final question on the application cover sheet, I served on the Transportation Advisory Group and the Healthcare Advisory Group. I also attended the Citizen's Academy.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

   I am a retired IT Project Manager (PMP certified) who moved to the Sedona Area 10 years ago. My wife and I moved to West Sedona over 3 years ago. I excelled at organizing a group of professionals to meet project requirements according to a well-defined plan. I authored extensive project documentation of various sorts including deliverables such as Risk Management Plans, Communication Plans, Requirements, and Lessons Learned. I became adept at facilitating brainstorming and requirements gathering sessions.

   Since arriving, I have been active in several non-profit organizations, serving as President of Friends of the Forest and Vice-President of Benefactors of Red Rock State Park. I currently serve as President of Keep Sedona Beautiful.

   In these roles, I have focused on helping the organizations function more effectively and to complete initiatives valuable to the community. For example:

   - At Friends of the Forest, I led an initiative to create Job Descriptions for the various functions, an effort that makes transitioning of leadership much easier. I led the group through the period of severe COVID restrictions on the Red Rock District and established an excellent working relationship with both District Rangers I have had the pleasure of working with.
   - At Benefactors of Red Rock State Park, I identified a cost-effective alternative for constructing the new Bruce Babbitt Outdoor Classroom, replacing the one washed away in the 2019 flooding of Oak Creek. The classroom is now constructed and functioning.
   - At Keep Sedona Beautiful I also facilitated creation of Job Descriptions and recently led the project to create the organizations first comprehensive Strategic Plan. I'm in the process of creating a complementary Operational Plan. I led the effort to help influence Yavapai County's updates to their Comprehensive Plan, and led KSBs recent initiative to make our building a

net producer of electricity rather than a net consumer. I led the efforts to oppose the Spring Creek Ranch and AutoCamp development proposals, both of which were inappropriate for our area.

- I facilitated the City of Sedona working group that analyzed key issues around the provision of healthcare in Sedona.
- I'm currently very active as a member of the Greater Sedona Recreation Collaborative working to help resolve the OHV crisis Sedona is experiencing.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

    - As the City of Sedona assumes responsibilities for tasks previously carried out by the Chamber of Commerce, the Board should engage in a dialog about what the Chamber of Commerce did well when they had responsibility and what they should have done a better job at. This will help us focus city initiatives where they will be most effective and valuable.
    - To learn about and react to proposed tourism-related initiatives proposed by the city.
    - To offer alternative proposals for city consideration.
    - To assist in understanding best practices from other cities that have engaged in similar initiatives.
    - To challenge the city when the Tourism Advisory Board feels a proposal falls short and to actively support the city when proposals or initiatives hit the mark.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

    Were it not for the many positive impacts of tourism, Sedona would be a shadow of what it is today. Tourism and visitation drive our economy, allowing our city of under 10,000 to offer amenities of a much larger city: restaurants, the Sedona Film Festival, Chamber Music Sedona, the Verde Valley Sinfonietta, OLLI, and much more.

On the negative side, the number of tourists at peak times exacerbates our traffic problems. Irresponsible visitors mar the red rocks with graffiti and litter, and clog roadsides and trailhead parking places. 3 million tourists a year in a small town inevitably sparks animosity from locals.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

   This animosity by some residents towards visitors is something that the city needs to address more effectively. There is a misperception among too many residents that the city "never does anything for residents." Tourism efforts by the city need to be coupled with clear and repeated messages about how the city's actions in fact benefit residents – that the needs of residents are primary, not secondary.

   We need to implement and communicate a balanced approach toward tourism and visitation. This can only happen in close collaboration with the Red Rock District of the Coconino National Forest.

5. What do you hope to accomplish as a Tourism Advisory Board member?

   To help instill the idea of the balanced approach, keeping residents' needs forefront as we consider initiatives.

   We also need to focus on the health of the environment. As an old KSB article in the Red Rock News stated, "The Environment is the Economy."

   I would like the city to revisit the Sustainable Tourism Plan with the goal of simplifying it and arriving at a revised plan that can achieve measurable results. One problem with the initial plan was that the Chamber of Commerce did not have anyone assigned to manage the project in the initial years. An unmanaged project has no chance of success.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

My formal education was as a director of theatre. As I like to note, if you can deal with a bunch of actors, you can deal with just about anybody. The same is true for dealing with a bunch of IT programmers and analysts.

More seriously, I have demonstrated the ability to be a rational and calming voice in group settings. When some issues threatened to short-circuit the GSRC group working on the OHV crisis, I believe I played a key role in defusing a volatile situation.

City staff have interacted with me on numerous occasions and can attest to the level-headed approach I take to problem solving.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

    - To build our brand recognition as a place for responsible and eco-friendly tourism.
    - To work closely with the Forest Service to solve the problems caused by too many tourists at key times in key places.
    - To learn and apply best practices from similar tourism-oriented towns.
    - To anticipate the impact of inevitable downturns in tourism and develop contingency plans.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

    I believe the city will play a pivotal role in branding Sedona as a destination for responsible tourism. For example, we don't want to be the place where visitors come to 'tear it up' on OHV trails. We should instead be the place to come to contemplate the wonders of nature and to reconnect with the environment.

    A key challenge is fighting the de facto branding that is done every day on social media.

    Sedona needs to much more aggressively engage in social media campaigns to spread the message that we are THE place to come to enjoy all that nature has to

offer, and to leave it even more pristine that they found it. This will require a long-term commitment, funding and expertise.

9. What do you see as the city's role in providing support to private business?

- To continue the Small Business Assistance support that the city currently offers.
- To learn and apply best practices from other tourist towns who are actively supporting their private businesses, expanding our programs accordingly.
- To aggressively review administrative procedures and regulations that put unnecessary barriers in front of businesses that want to be established or expand, while retaining appropriate procedures and regulations.
- To recognize that, within our confined boundaries, Sedona's economy will continue to be disproportionally reliant on tourism.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

    I would prefer a 3-year term.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

    I'm unavailable:

    - The afternoon of 3rd Thursday of every other month because of KSB Board meetings (January, March, May, July, September and November)
    - The morning of the 2nd Thursday of every month because of GSRC meetings
    - The mornings of the first Wednesday of the month in March, May, September and November

RECEIVED

JUL 10 2023

CITY OF SEDONA
CITY CLERK'S OFFICE

TOURISM ADVISORY BOARD APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

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

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

Resume Attached: ☐ Yes ☑ No

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Renee Taylor

MAILING ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted], Sedona, AZ 86336
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ **Work:** _____ **Cellular:** [redacted]

EMAIL: [redacted]

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

No

Sedona residency, ownership of a business within City limits, or affiliation with an organization serving the City of Sedona community is a requirement to serve on the Tourism Advisory Board. How do you meet this criteria? 20 year resident & 20 year business owner

For how many years have you been a resident, business owner, or organizational representative? 20 Years

Have you previously been appointed by the City of Sedona to any position or commission/ board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

In answering the following questions, please attach a separate sheet of paper containing the questions and your responses.

1. Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

5. What do you hope to accomplish as a Tourism Advisory Board member?

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

9. What do you see as the city's role in providing support to private business?

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

Thank you for your interest in serving on the Tourism Advisory Board. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113.

1. **Qualifications- Please indicate your qualifications, experiences, employment history, etc. that you believe are relevant and qualify you for this appointment.**

I am a 20-year resident of Sedona and am also raising my 3 children here. I also have 23 years of experience as a business owner operating art and jewelry galleries in several different communities within Arizona, each with their own particular tourism related characteristics including Tucson, Tubac, and Sedona. I am deeply involved with the Sedona community both as a business owner and connected member of the community at large. I believe there must be a balance between business needs and residential quality of life.

2. **What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?**

The Tourism Advisory Board must help cultivate a visitor body that fits within the limits of the community capacity as well as fit the vision expressed by the community for the type of tourism that they wish to both co-exist with as well as benefit from. The Tourism Advisory Board must help advise the council in their overall strategic approach. Along with bringing their own unique perspectives, the members of the board must be open to the ideas, interests and needs of all stakeholders and have the entire community's best interest at heart.

3. **What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?**

Positive impacts include strong employment, higher than average tax income for the city, as well as amenities such as restaurants, spas and other services that stem directly from the tourism economy. Negative impacts include the conversion of neighborhoods from locally owned and occupied residences to short term rental mini hotels, strained EMS response system, destruction of trail systems from being loved too much and of course traffic (particularly on holiday weekends).

4. **What do you believe are the major issues facing the City and Tourism Advisory Board at this time?**

With the passing of the torch from the Sedona Chamber of Commerce to the City of Sedona as the official Destination Marketing Organization (DMO) with the Arizona Office of Tourism, the Board and City will need to define the goals of tourism management and come up with an actionable plan that balances the needs of everyone in the community, one that is focused but broad enough to allow enough flexibility to change as things change. Social media and the 24-hour news cycle is a fairly new phenomenon that is impossible to control and the increase in population within a 2-hour drive only increases the accessibility of our town to being overrun. The city budget depends on revenue derived from tourism but not all tourism is created equal. It is going to be more important than ever to drive the right kind of tourism that will create the least negative impact and produce the largest gains. The task of building a focused, directed, and beneficial tourism experience is going to require a

lot of complex decisions and fairly rapid execution in order to forestall any more diminished economic activity.

5. What do you hope to accomplish as a Tourism Advisory Board member?

My ultimate goal as a member of the Board is to strike a balance between tourism activity and residential experience. I also want there to be recognition that most of the businesses in the community are owned and operated by small business owners who have made Sedona their home and care deeply about their community. I don't know a single business owner that is happy with the uptick in traffic. Total tourist revenue is up but the revenue per visitor has significantly dropped compared to 5-10 years ago.

How the Board builds the structure of the DMO and executes the various management campaigns and activities will directly impact nearly every person in the city, whether visiting or living here. It is incredibly important that the tourism industry continues to thrive, but the focus needs to be on the quality of these visitors not the quantity of them. My hope is that we can focus on viably attracting the types of visitors who spend more time than a day hike/bike ride or quick overnight visit. Tourists that spend time and money truly experiencing the area, with mindful impact to the environment and a recognition that it's a city as well as tourist destination.

6. What experience do you possess that would enable you to effectively work with others with which you may not agree, and to help achieve consensus on difficult and sometimes contentious issues?

Prior to becoming a small business owner, I worked as a hydrogeologist in the environmental engineering field. Many of these projects involved complicated interface issues between private industry, governmental entities, and locally impacted communities that required careful navigation of sometimes conflicting priorities to gain the best possible outcomes.

I've spent more years as a small business owner though. As the staff has grown, the vendors multiplied, and the various projects we have undertaken to manage and expand our business tends to involve conflict resolution of some capacity every day. It requires identifying common ground and tailoring solutions to maximize the benefit to as many as possible. Not everyone will get exactly what they want, but everyone will get something of benefit. Showing respect and truly listening the perspectives of others is tantamount to achieving consensus.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

Balance. We need to find solutions to manage the impact tourism has on our community, but I also believe we need to find a path to attract higher performing visitors, both in a financial sense as well as the impact they have on the environment and community.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

It's paramount that Sedona redefine itself as a quality destination with rewarding experiences. A lack of branding and marketing of the city for the past 3 years has taken the brand and marketing out of the hands of local stakeholders and firmly placed it into the hands of the wildly diverse social media landscape. Day trippers and short-duration visitors continue to come in droves, but we are no longer on the minds of those that might come for longer visits who tend to spend more money and have a lower negative impact on a per person per day metric.

9. What do you see as the city's role in providing support to private business?

In supporting the private business sector, they are also supporting the residents of the city and surrounding community. In the case of the DMO role, the city can focus on quality vs quantity in marketing and branding to ensure the highest benefit can be obtained. The city needs to help foster understanding and open dialog between the business community and residents. Too often the business community is attacked for things that are out of their control like the influx of traffic.

10. Initial appointments to the Tourism Advisory Board, will be two or four years. Do you have a preference for a length of term?

My preference is to serve for a 4-year term.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

My preference is later in the day, but I can make myself available anytime.

CITY COUNCIL AGENDA BILL

AB 3005
October 24, 2023
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Public hearing/discussion/possible action regarding a Resolution and Ordinance adopting revisions to the Sedona Land Development Code Section 5.3 (Grading and Drainage) and Section 3.4 (Accessory Use Section). Case Number: PZ23-00006 (LDC) Applicant: City of Sedona

Department	Community Development
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	None
Exhibits	A. Proposed revisions to the LDC B. Resolution C. Ordinance D. Planning and Zoning Commission meeting minutes, March 21, 2023

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve a Resolution and Ordinance amending the LDC as described in AB 3005.

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

SUMMARY STATEMENT

This agenda item provides for a public hearing and an opportunity for discussion/possible action regarding revisions to the Land Development Code (LDC) as recommended by the Planning and Zoning Commission (Commission). The proposed revisions to the LDC are summarized in Exhibit A.

Background: The current LDC was adopted in November 2018 following a two-year update process. The LDC update was the first comprehensive overhaul of the document since 1994 and represented a significant improvement over the previous Code. As thorough as the LDC review process was, staff committed to continuing to evaluate the LDC for potential changes to address changing conditions and needs within the City. Since the 2018 updates, additional proposed changes have been brought to the Planning and Zoning Commission and City Council in September/October 2019, July/September 2020, May/June 2021, and March/April 2023.

While Staff typically waits until a longer list of revisions is compiled before going through the revision process, Public Works Staff requested that the updated reference to the Storm Water Master Plan Update be done as soon as possible. In accommodating this request, Community Development Staff included one additional clarification for accessory structures.

The proposed revisions are attached as Exhibit A. These revisions are organized by Article and Section in the same order as the LDC. This table includes the relevant section number, the current code language, the proposed code language, and an explanation of the purpose of the proposed change or any additional information relevant to the change.

LDC Section 8.6.C(4) provides approval criteria for text amendments to the LDC. The criteria state that the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

a. Is consistent with the Sedona Community Plan, Community Focus Area Plans, other adopted plans, and other City policies;

b. Does not conflict with other provisions of the LDC or other provisions in the Sedona Municipal Code;

c. Is necessary to address a demonstrated community need;

d. Is necessary to respond to substantial changes in conditions and/or policy; and

e. Is consistent with the general purpose and intent of the LDC.

Only two changes are being proposed at this time, as outlined below.

Storm Water Master Plan Update

The Public Works Department began updating the Storm Water Master Plan in 2021, with the updated Master Plan adopted by City Council in June 2022. This was the first significant update since 1994 and includes floodplain mapping based on current conditions. However, the LDC still references the 1994 study. This revision will update the reference to ensure that the most up-to-date storm water data is used in evaluation of projects.

Accessory Structures

After short term rentals were legalized in 2017, the City saw an increase in permits to split up single family houses into multiple units. Many of these houses/remodels did not have internal connections (e.g., no doors between different areas of the house, no staircase between the 1st and 2nd floors). In order to address this trend and ensure that houses in single family zoning districts were able to be used as single-family houses, the 2020 updates included a provision that any building lacking an internal connection to the primary structure would be considered an accessory building.

Since that provision was adopted, there have been questions regarding what qualifies as an internal connection. As the original intent of this section was to ensure that structures being reviewed and constructed as single-family houses can function as typical single-family houses, Staff is proposing to provide clarification to this point by adding the following sentence: “An internal connection shall not be through a garage, carport, closet, bathroom, laundry room, or similar area.”

Approval Criteria

In Staff’s opinion, all of these changes are consistent with the approval criteria in LDC Section 8.6.C(4). They are consistent with the general purpose and intent of the LDC as well as

adopted plans and policies, are being proposed in response to community needs, and do not conflict with other LDC provisions.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing for the proposed revisions on September 19, 2023. The Commission was in support of the revisions as proposed by Staff. One Commissioner questioned the modification to the internal connection language, as a bedroom in her house is accessed through a laundry room. Under the proposed code, this would be considered a guest house, which would limit her ability to build a separate guest house in the future. However, existing houses with this layout would be considered legal nonconforming and would not be required to make any changes unless they proposed additional structures on the property. After the meeting, Staff discussed this concern with the staff members who review single-family houses, and no one could think of another example of a house with this layout. As this appears to be an uncommon situation, Staff is not recommending any changes to the language as currently proposed.

At the conclusion of the meeting, the Commission voted 5-0 to recommend to the City Council adoption of the proposed revisions. Commissioners Braam and Gajewski were excused from the meeting. In accordance with SCC Section 2.25.040, this is the second public hearing of the proposed ordinance.

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

The proposed amendments do not impact sustainability-related items.

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

On September 19, 2023, the Planning and Zoning Commission, in a 5-0 vote (Commissioners Braam and Gajewski were excused), recommended City Council approval of Case Number PZ23-00006 (LDC Revisions), with changes noted in Exhibit A and consistent with the approval criteria in Section 8.6.C(4). of the LDC.

Alternative(s): Council could choose to defer action pending further review.

MOTION

I move to: approve Resolution 2023-__ establishing as a public record “Exhibit A – October 24, 2023 Proposed Land Development Code Revisions”.

I move to: approve Ordinance 2023-__, consistent with the approval criteria in Section 8.6.C(4) of the LDC, amending the LDC, adopting by reference that document known as “Exhibit A – October 24, 2023 Proposed Land Development Code Revisions”, providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith.

EXHIBIT A: PZ23-00006 (LDC)

October 24, 2023: Proposed Land Development Code Revisions

As recommended for approval by the Planning and Zoning Commission and City Staff

Article 3 – Use Regulations:			
Section	**Current Language**	**Proposed Change**	**Notes**
3.4.C(2)b.3	For single-family residential uses, any building area lacking an internal connection to the primary structure is considered an accessory building.	For single-family residential uses, any building area lacking an internal connection to the primary structure is considered an accessory building. An internal connection shall not be through a garage, carport, closet, bathroom, laundry room, or similar area.	Clarify what counts as a connection for differentiation between a house and guest house; ensure that what we approve as a single-family house can function as a typical single-family house.
Article 5 – Development Standards:			
Section	**Current Language**	**Proposed Change**	**Notes**
5.3.B(1)b	In no case shall alteration of any drainage way identified in the 1994 SCS Floodplain Management Study as a permanent or intermittent watercourse be permitted, except as allowed in Section 5.3.B(2), Exemptions.	In no case shall alteration of any drainage way identified ~~in the 1994 SCS Floodplain Management Study~~ as part of the 2021 Storm Water Master Plan Update, or subsequent updates, as a permanent or intermittent watercourse be permitted, except as allowed in Section 5.3.B(2), Exemptions.	Updating code to reflect the newest floodplain mapping project.

RESOLUTION NO. 2023-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, ESTABLISHING AS A PUBLIC RECORD "EXHIBIT A – OCTOBER 24, 2023 – PROPOSED LAND DEVELOPMENT CODE REVISIONS".

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

That "Exhibit A, October 24, 2023 – Proposed Land Development Code Revisions", is hereby declared to be a public record to be incorporated by reference in Ordinance No. 2023-__.

At least one (1) paper copy and one (1) electronic copy of these public documents shall be kept in the office of the City Clerk for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 24th day of October, 2023.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE LAND DEVELOPMENT CODE (LDC), ADOPTING BY REFERENCE THAT DOCUMENT KNOWN AS "EXHIBIT A – OCTOBER 24, 2023 PROPOSED LAND DEVELOPMENT CODE REVISIONS"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, the City Council deems it necessary and desirable to establish zoning regulations to provide for the orderly development of property within the City by governing the use of land in order to promote the public health, safety, and general welfare of the residents of the City;

WHEREAS, this Ordinance was property noticed for public hearings and the necessary hearings and opportunities for public input were completed;

WHEREAS, on September 19, 2023, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed revisions; and

WHEREAS, the City Council held a public hearing on the proposed revisions on October 24, 2023; and

WHEREAS, the City Council hereby finds and determines that the proposed revisions are in the best interest of the residents of Sedona.

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

Section 1. Adoption

The document known as "Exhibit A – October 24, 2023 - Proposed Land Development Code Revisions", which was declared to be a public record established by Resolution No. 2023-__, is referred to, adopted to amend the Land Development Code, and made a part of this ordinance as if fully set out.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 24th day of October, 2023.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, September 19, 2023 - 4:30 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL

Chair Levin called the meeting to order at 4:30 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commission Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini, and Commissioners Will Hirst, Sarah Wiehl and Lynn Zonakis. Commissioners George Braam and Kali Gajewski were excused.

Staff Member(s) Present: Kurt Christianson**,** Steve Mertes, Cynthia Lovely, Cari Meyer, Donna Puckett and Hanako Ueda.

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

Chair Levin expressed her appreciation for the city's support for the Commissioners to attend the State Planning Conference. We were mentioned in a number of different sessions, typically around the issue of short-term rentals. She attended a couple of interesting workshops, the first one was a solar farm on land that was set up beside the Babbitt Ranch to preserve the land from potentially being broken up into smaller parcels and to connect to APS and the grid to develop energy. The other was hydrogen plants and facilities. There is already a hydrogen plant in Chandler and one going up in Buckeye, so that was fascinating on the sustainability slice of the conference. It was really well attended; a staff member was there and a former staff member from Sedona was also there, so she just wanted to extend her appreciation to the city and to the department for supporting that. It is noteworthy that every Commissioner either attended in person or virtually. It shows a lot of dedication.

Commissioner Hirst also thanked the city for sending us. He personally learned a great deal and there were some really good programs on multi-use housing and building development, so he enjoyed it, and he hopes that we can use some of the things we learned here.

3. APPROVAL OF THE FOLLOWING MINUTES:
a. July 18, 2023 (R)

Chair Levin stated that if there are no recommendations for any changes, she will assume we can go ahead and approve them.

No corrections were identified; minutes were approved as written.

4. PUBLIC FORUM: (This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further consideration and decision at a later date.)

Opened the public forum at 4:35 p.m. and, having no requests to speak, closed the public forum at 4:36 p.m.

5. Update/discussion regarding the Community Plan Update.

Cynthia Lovely presented an update on the Community Plan indicating that about four chapters are in various stages of writing and research, and in five housing workshops over 90 people attended and we have heard that the people appreciated the conversations, because the April workshop had so much in presentations that there wasn't a lot of conversation. These workshops went very well, and we got a lot of feedback from them. They were run by three volunteers that did an amazing job of putting it all together - Linda Martinez, Mary Garland and Carol Kurimsky. The next workgroup monthly meeting will be September 27th. The schedule is laid out from now through approval and the goal is to go to the City Council with public hearing on March 12, 2024. We would like to have it wrapped up by the end of March like the current plan, which means we are madly working the next two months focusing on the chapters, going through all public comments, and we will be meeting with staff and some of our stakeholders in preparing the draft. Then, once we have a rough draft, at the beginning of November we are looking at starting the 60-day review, which is really a requirement of the state when we send it out to other agencies. In the meantime, we can be doing public meetings and work sessions with the Commission, and later we may do some work sessions with the Council, so there might be a little overlap in order to meet the timeline.

Commission's questions of staff and comments

No action was taken.

6. CONSIDERATION OF THE FOLLOWING ITEMS THROUGH PUBLIC HEARING PROCEDURES:

a. Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed updates include a change to the Grading and Drainage Section (LDC Section 5.3) to update an outdated reference and a change to the Accessory Use Section (LDC Section 3.4) to clarify what is considered an internal connection when reviewing single family houses and guest houses. Case Number: PZ23-00006 (LDC). Applicant: City of Sedona

Introduction by Chair Levin

Explanation by Cari Meyer

Commission's questions of staff

Opened the public hearing at 4:52 p.m. and having no requests to speak, closed the public hearing at 4:53 p.m.

Commission's additional questions and comments

MOTION: Commissioner Zonakis moved to recommend to City Council approval of case number PZ23-00006 (LDC Revisions), consistent with the approval criteria in Section 8.6.C(4) of the LDC. Vice Chair Hosseini seconded the motion.

VOTE: Motion carried five (5) for and zero (0) opposed. (Hosseini, Hirst, Levin, Wiehl and Zonakis in favor. Braam and Gajewski excused.)

7. FUTURE MEETING DATES AND AGENDA ITEMS

a. Tuesday, October 3, 2023

b. Tuesday, October 17, 2023

Cari indicated that we could potentially have a work session on October 17th for one project, but we don't have anything for the October 3rd meeting, so it will be canceled.

8. EXECUTIVE SESSION

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

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

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

No Executive Session was held.

9. ADJOURNMENT

Chair Levin adjourned the meeting at 4:55 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 September 19, 2023.

_____ _____

Donna A. S. Puckett*, Administrative Assistant* Date

CITY COUNCIL AGENDA BILL

AB 3008
October 24, 2023
Regular Agenda

Agenda Item: 8c
Proposed Action & Subject: Presentation/discussion/possible action on award of a construction contract for the PR-03C Improvements, Build-Out Ranger Station Park – Landscape Contract in an amount not-to-exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office.

Department	Public Works
Time to Present	5 minutes
Total Time for Item	15 minutes
Other Council Meetings	NA
Exhibits	A. Construction Contract

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve award of the construction contract with Morning Dew Landscaping Inc for the PR-03C Build-Out of Ranger Station Park Project in an amount not to exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office.

Expenditure Required	
$	186,444.05
Amount Budgeted FY24	
$	1,174,000 (remaining balance of construction and contingency portions)
Account No. (Description)	22/46-5242-89-68A8 (PR-03C Ranger Station Park – Parking Lot – CIP/ DIF Funds) 22/24/25/46-5242-89-68A9 (PR-03C Ranger Station Park – Plaza – CIP/DIF Funds, Summit CFD, Fairfield CFD) 22/46-5242-89-68AC (PR-03C Ranger Station Park – Playground/ Seating – CIP/DIF Funds)
Finance Approval	☒

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract with Morning Dew Landscaping, Inc in the amount of $186,444.05 for the PR-03C Build-Out of Ranger Station Park Project. The scope of work for this project includes irrigation, tree and plant installation.

Background: The City purchased the 3.5 acre “Old Ranger Station” at 250 Brewer Road in 2014 to preserve the historic buildings, and ultimately develop a community park through a master plan for the site. The master plan reflects the future community vision for this property. The project is accelerated at the request of the City Council. This project follows the intent of the master and concept plan, as reasonably feasible, as we begin developing the grounds to serve multiple purposes for as wide a range of interests and activities as possible. Some adjustments have been made through the design process.

The entire PR-03C Build-Out of Ranger Station Park Project construction (site ground improvements) was advertised and did not receive any bids. Having received no bids, the city maintenance team stepped in to complete as much of the work in-house as feasible. In addition, several individual components of the project will now be contracted, through smaller contracts. The concrete and gabion basket work has been awarded and the Contractor has moved onto the site. The landscaping with irrigation, lateral and drip system, is another of the smaller contracts we have advertised for bid.



Photo illustrating status of improvements to the Ranger Station Park

Now that the city's maintenance team has completed rough grading the site, the project is ready for the next phases of construction. Concrete and gabion basket work has begun. The next phase, per the proposed contract, includes the following:

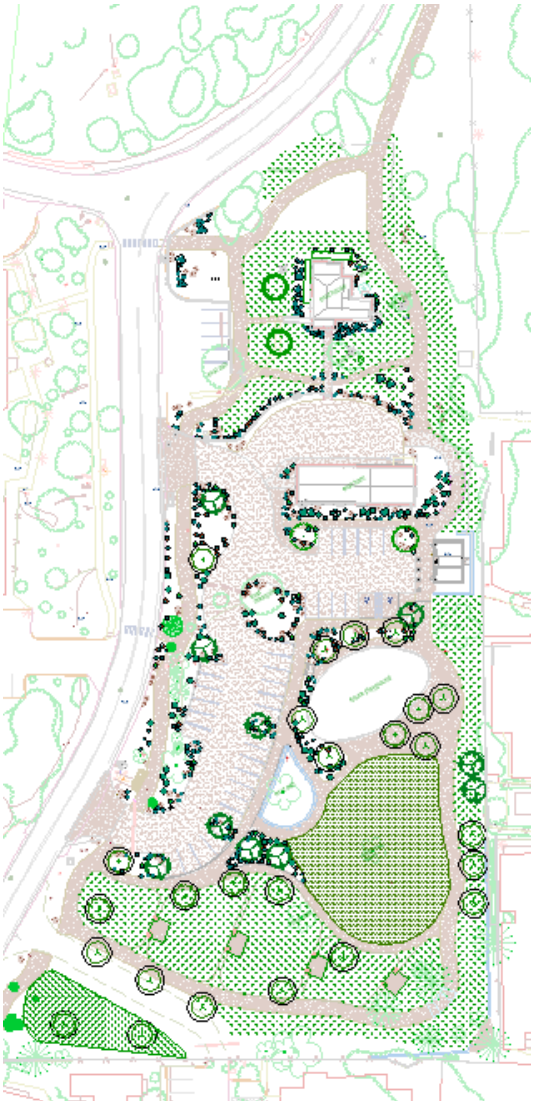
- Installation of 42 trees, 11 large shrubs, 140 small shrubs, 11 crape myrtle, 1 lady banks rose along with 155 deer and grama grass starts and 184 perennial and ground cover plants.
- Installation of 10,370 square feet bluegrass Prescott blend sod, the same grass at other Sedona parks.
- Application of 38,360 square feet by hydroseed of meadow seed mix suitable to our region.
- Installation of irrigation system.
- 1-year warranty on all plantings.

Project Area Outreach Efforts:

- Staff has been in contact with park neighbors throughout development of the park.
- Staff has been in contact with the Historic Preservation Commission with multiple meetings and site visits.

Schedule and Access:

- The construction timeframe is set at 60 days and is anticipated to begin in late October 2023.
- The turf needs to be brought to the site and installed prior to the supplier closing for the season on Thanksgiving.
- Throughout the construction period, it will be the contractor's responsibility to coordinate park access.



Scope items

Procurement Method:

City staff requested bids from four contractors that had previously expressed interest and had successful projects with the City of Sedona and surrounding municipalities in the recent past.

Bids were opened on October 12, 2023. Three bids were received, and they are listed as follows:

Bidder, (Office Location)	Base Bid
MORNING DEW LANDSCAPING, LLC (Flagstaff, AZ)	$186,444.05
ARBORIST STANDARDS LANDSCAPING (Sedona, AZ)	$235,035.00
LJ LANDSCAPES, LLC (Gilbert, AZ)	$276,659.41

The low bid is from Morning Dew Landscaping. This company has previously completed satisfactory work within the City of Sedona. Staff has researched their references and licenses and have found no reason to not award the contract. Staff is recommending award of the Morning Dew Landscaping's bid in the amount of $186,444.05.

Budget

The amount remaining in the budget for the project is approximately $1,170,000 as of the end of September and will be funded from the FY24 PR-03C construction budget.

Climate Action Plan/Sustainability Consistent: ☒

In the Climate Action Plan, 'conserving community water resources by maximizing water efficiency technologies' is a goal. "Although natural systems are not formally captured in our greenhouse gas inventory, proper management of these systems can capture carbon while also enriching recreational opportunities and improving habitat health. Sustainable land management practices like composting, climate-adaptive landscaping, and intentional forest management have been shown to increase the rate of carbon stored in plants and soil." This project addresses those desired actions and strategies.

Turf areas are encouraged where the community can gather and enjoy. Turf areas are referred to as carbon sinks for greenhouse gases. Approximately 20,000 square feet of turf is being removed from the north sport field at Posse Grounds Park with the proposed pickleball courts. This project is installing 10,360 square feet of sod and additional grass around the house.

Board/Commission Recommendation:

The Historic Preservation Commission supports the work being done. A Certificate of No Effect has been issued.

Alternative(s): Not approving this contract will result in delaying the completion of the park.



Photo illustrating status of improvements to the Ranger Station Park

MOTION

I move to: approve award of the construction contract with Morning Dew Landscaping Inc for the PR-03C Build-Out of Ranger Station Park Project in an amount not to exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2023 by and between the City of Sedona, Arizona, hereinafter called the "Owner", and **Morning Dew Landscaping Inc**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **PR-03C Build-Out of Ranger Station Park Project,** City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **$186,444.05**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.

3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1 through 29, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.

4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing

into this Agreement.

5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.

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

8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.

9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

   Advertisement for Bids
   Information for and Instructions to Bidders
   Bid Proposal and Bid Guaranty Bond
   Contract (this document)
   Change Orders
   Addenda
   Performance Bond, Labor and Material Payment Bond
   Special Conditions
   General Conditions
   Technical Specifications
   Notice of Award
   Notice to Proceed
   Plans and Drawings
   Design Reports
   Standard Specifications
   Insurance Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of

discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:

    A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

    B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

    C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.

F. Contractor has attended mandatory pre-bid meetings and walk-throughs.

11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.

12. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.

13. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

(SEAL)
Attest:
BY: _____

NAME: _____

Approved as to Legal Form:

BY:
(City Attorney)
DATE:

CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

(SEAL)
ATTEST:
BY: _____

NAME: _____

CITY COUNCIL AGENDA BILL

AB 3011
October 24, 2023
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three (3) additional one (1) year terms.

Department	City Manager's Office
Time to Present	10 minutes
Total Time for Item	20 minutes
Other Council Meetings	N/A
Exhibits	A. Professional Services Agreement

City Attorney Approval	Reviewed 10/17/23 KWC
City Manager's Recommendation	Approve award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three (3) additional one (1) year terms.

Expenditure Required	
	$ 281,000.00
Amount Budgeted	
	$ 592,720.00
Account No. (Description)	10-5246-01-6761 (Remaining balance of tourism initiatives contingency)
Finance Approval	☒

SUMMARY STATEMENT

Background: With the launch of the City's new tourism program, staff recognized the importance of executing a branding and marketing effort to help define what Sedona's brand is from a tourism destination standpoint since, in order for it to be strategic, thoughtful and targeted about marketing Sedona as a destination, it's important to start with understanding what the brand is. Then, a destination marketing plan and associated summer marketing campaign can be developed.

This led to the City soliciting proposals on August 10, 2023, for both required and optional services via Request for Proposals (RFP) No. 2023/24-002, Branding and Marketing Services.

The RFP asked firms to put together a proposal based on responsible destination management, environmental stewardship, and sustainability as foundations for the

development of any brand and marketing strategies. The work required by the chosen firm will include (see Exhibit A to the Professional Services Agreement for full scope of work):

- Presentations and meetings with City staff, the Tourism Advisory Board, and City Council, and extensive community outreach with businesses, residents, city partners and stakeholders to give a holistic view of tourism sentiment.
- Branding and destination marketing strategic plans.
- A minimum of three (3) distinct brand options, and a style manual and guidelines for the final option.
- One destination marketing campaign or two smaller campaigns.

With the city reserving the right to add the following optional services, as necessary:

- A destination marketing campaign that includes broadcast media.
- A destination marketing campaign that includes ad placement services.

Proposals were due on September 5, 2023, and a total of sixteen (16) proposals were received. The city completed an administrative review of the proposals and seven (7) of the sixteen (16) proposals were disqualified for failing to meet the RFP's mandatory requirements (e.g., returned all required documents, signature on required documents, proposal submitted prior to RFP Deadline, minimum number of required past performance questionnaires received, etc.)

Technical and Price Proposal Scores: A technical evaluation team consisting of three (3) city employees and one (1) third-party consultant scored the nine (9) responsive proposals in accordance with the evaluation criteria stated in the RFP.

Technical proposals were evaluated on the following five (5) criteria, which equated to eighty percent (80%) of the score:

1. Firm's experience and qualifications (20% of score)
2. Key personnels' experience and qualifications (20% of score)
3. Project understanding and approach (25% of score)
4. Available resources (10% of score)
5. Exceptions to Contract Documents (5% of score)

Price proposals were scored using the following equation: ("Lowest Price Proposal" divided by the "Price Proposal Being Evaluated") x "Maximum Price Score Possible" = Points Earned, which was twenty percent (20%) of the score.

Below is a summary of each firm's Total Proposal Score. In accordance with the RFP documents, the city selected the top three (3) scoring firms, DVA Advertising, Madden Media, and Off Madison Ave, the short-listed firms, to proceed to the interviews stage.

	Proposer's Name	Technical Score	Price Score	Total Proposal Score
1	CivicBrand	4.88	1.40	6.28
2	DVA Advertising	6.96	1.61	8.58
3	JayRay	5.10	2	7.10

4	Jupiter Logix	1.95	1.98	3.93
5	Madden Media	7.04	1.88	8.92
6	Mountain Mojo	5.88	1.89	7.76
7	Off Madison Ave	6.60	1.49	8.09
8	ON Advertising	5.05	1.98	7.03
9	Pastilla	4.82	1.32	6.14

Price Proposal Summary: The below price proposal summary includes both required and optional services. Firms were not required to propose on the optional services so "no bid" is stated for the firms that opted not to propose on those items.

Additionally, some proposers provided price ranges for various services, so the average price was used, resulting in the approximate cost (~) listed below.

		Proposer								
Item No.	**Description**	**Civic Brand**	**DVA Advertising**	**JayRay**	**Jupiter Logix**	**Madden Media (Beta PR)**	**Mountain Mojo Group**	**Off Madison Ave**	**ON Advertising**	**Pastilla**
Required Services										
1	**Project Coordination Management**	$15,000.00	$48,000.00	$21,450.00	$50,000.00	$15,000.00	$13,447.50	$50,000.00	$12,500.00	$10,246.00
2	**Research**	$40,000.00	$88,500.00	$31,587.00	$40,000.00	$60,000.00	$29,340.00	$42,000.00	$12,000.00	$29,429.00
3	**Branding Strategic Plan**	$30,000.00	$10,000.00	$3,465.00	$30,000.00	$5,000.00	$13,308.75	$20,000.00	$10,000.00	$33,842.00
4	**Brand Creation and Implementation**	$35,000.00	$20,000.00	$35,052.00	$30,000.00	$60,000.00	$20,520.00	$40,000.00	$55,000.00	$52,928.00
5	**Destination Marketing Strategic Plan**	$25,000.00	$7,500.00	$2,547.00	$30,000.00	$15,000.00	$13,308.75	$20,000.00	$36,500.00	$26,664.00
6	**Destination Marketing Campaign(s)**	$15,000.00	$30,000.00	$19,470.00	$20,000.00	$20,000.00	$37,750.00	$40,000.00	$36,500.00	$53,428.00
7	**Presentations**	$15,000.00	$5,000.00	$21,500.00	Included	Included	$6,800.00	Included	$12,500.00	$3,559.00
8	**Ongoing Services**	~$107,500.00	$36,000.00	$62,766.00	Included	~$35,000.00	$75,000.00	$54,000.00	$25,000.00	~$90,000.00
	Subtotal	**~$282,500.00**	**$245,000.00**	**$197,837.00**	**$200,000.00**	**~$210,000.00**	**$209,475.00**	**$266,000.00**	**$200,000.00**	**~$300,096.00**
Optional Services										
1	**Destination Marketing Campaign Broadcast Media**	No bid	$150,000.00	$81,802.00	No bid	~$35,000.00	$25,000.00	No bid	$190,000.00	No bid
2	**Ad Placement**	No bid	$36,000.00	$14,223.00	No bid	~$35,000.00	$17,500.00	No bid	$10,000.00	No bid
	Subtotal	**No bid**	**$186,000.00**	**$96,025.00**	**No bid**	**~$70,000.00**	**$42,500.00**	**No bid**	**$200,000.00**	**No bid**
	Cumulative Total	**~$282,500.00**	**$431,000.00**	**$293,862.00**	**$200,000.00**	**~$280,000.00**	**$251,975.00**	**$266,000.00**	**$400,000.00**	**~$300,096.00**

Interview Scores: On September 20, 2023, an interview evaluation team consisting of four (4) city employees interviewed and scored the short-listed firms in accordance with the evaluation criteria stated in the RFP.

Interview scores were evaluated on the following five (5) criteria:

1. Firm's overview (10% of score)
2. Firm's and Key personnels' experience with similar projects (20% of score)
3. Project understanding and approach (30% of score)
4. Project management, research, strategy, creative development, and implementation plan (30% of score)
5. Proposal price (10% of score)

Below is a summary of each short-listed firm's Interview Score. In accordance with the RFP documents, the city selected the highest scoring firm from the interviews stage, DVA Advertising, for recommendation for award.

	Proposer's Name	**Interview Score**
1	DVA Advertising	9.10
2	Madden Media	5.10
3	Off Madison Ave	4.95

Recommendation for Award Summary: The interview evaluation team unanimously recommends DVA Advertising for award for the following reasons:

1. The firm very clearly acknowledged and understood the challenges that Sedona faces with over tourism, responsible visitation messaging, and marketing to the right person, at the right time, in the right way.
2. The firm recognized the city's need to manage tourism, versus just marketing.
3. The firm will be executing a robust public outreach effort in the research phase of their contract and will complete intercept surveys.
4. The firm provided adequate examples of similar work for other municipalities with problems similar to Sedona's.
5. The firm possesses a well-rounded, experienced team of ten (10) team members of various skill sets.
6. The firm's communications are easy to read and understand.
7. The firm measures the return on ad spend, measuring changes in visitation behavior.
8. The firm is professional and relatable, so the evaluation team feels the city and other stakeholders would have a successful working relationship with this firm since the project may continue for a few years.

The recommendation for award includes all required services for an amount not to exceed $245,000.00 and the optional ad placement services for an amount not to exceed $36,000.00, for a cumulative amount not to exceed $281,000.00; however, the city reserves the right to add the optional broadcast media services listed above at a later date.

DVA Advertising & Public Relation's Proposed Project Timeline: The following timeline is proposed, but dates may be changed depending on specific needs of the City. This includes

launching a destination marketing campaign earlier, so it coincides with business needs to draw visitors to Sedona during the Summer, off-peak season.

Period	Activity
Week 1	Kick-off
Weeks 2 – 18	Research
Weeks 19 – 27	Brand Development
Weeks 28 – 36	Strategic Marketing Planning
Weeks 37 – 41	Creative Concepting
Weeks 42 – 52	Creative Production
Week 53	Campaign Launch

If approved, a contract would be executed immediately with work to start soon thereafter.

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

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

Alternative(s): None

MOTION

I move to: approve award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three (3) additional one (1) year terms.

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this 25th day of October, 2023 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Day Vengley & Associates dba DVA Advertising & Public Relations ("CONSULTANT").

RECITALS

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

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

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

D. CITY has awarded CONSULTANT this contract pursuant to RFP No. 2023/24-002, Branding and Marketing Services, which shall become part of this contract; and

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

AGREEMENT

The parties agree as follows:

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

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds

without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance.

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

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

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

2. **COMPENSATION; BILLING**.

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a fixed fee basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$281,000.00**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

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

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

are incurred.

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

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Notwithstanding the foregoing, this provision does not apply to intellectual property acquired by Contractor on a limited basis; including but not limited to stock photography or video from third-parties. As to such Contractor-acquired intellectual property, CITY's rights to use such intellectual property will be subject to the use limits imposed by the third-party vendor. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

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

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

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this

Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. **INSURANCE**.

A. General:

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

2. Worker's Compensation Insurance:

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

Coverage B: Employer's Liability

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

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

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

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

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

C. All policies must be written by insurance companies whose rating, in the most recent AM

Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

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

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

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

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

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

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

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

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

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on October 24, 2024. with the parties having the option to extend for three (3) additional one (1) year terms on mutually agreed upon terms.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

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

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

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

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

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

employee of CITY for any purpose.

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

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

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

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

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

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

prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

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

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

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or

agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

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

CITY:	City of Sedona Attn: Procurement Officer 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	DVA Advertising & PR 221 NE Hawthorne Ave., Suite 200 Bend, OR 97701

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

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

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

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

services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

DAY VENGLEY & ASSOCIATES DBA DVA ADVERTISING & PUBLIC RELATIONS

By:

Title:

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

EXHIBITS

Exhibit A

☒ Scope of Work and Associated Costs.

Exhibit B

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

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

Exhibit A to Professional Services Agreement,
dated October 25, 2023

BRANDING & MARKETING SERVICES REQUEST FOR PROPOSAL SEPTEMBER 5, 2023

DVA ADVERTISING & PUBLIC RELATIONS



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LETTER OF INTRODUCTION

To the City of Sedona,

There are precious few places left in the Southwest that capture the imagination, captivate the soul, and truly transform those who are fortunate to live in or visit a destination like Sedona.

But in today's destination marketing and management landscape, it can be difficult at best for a community like Sedona to navigate the constantly changing travel landscape, manage internal and external challenges, and stand apart from increasing competition. Issues with too many visitors, too few visitors, the wrong type of visitors, even the right type of visitors at the wrong time of year, further muddy the waters. Fortunately, that's where DVA can be most helpful, and we're proud to submit the following proposal in response to the City of Sedona's Branding and Marketing Services RFP.

Hi. DVA is a 16-person, full-service agency based in Bend, Ore., that's built a 33-year reputation as one of the West's top destination marketing firms. With a particular focus on sustainability, we're adept at balancing the economic development benefits of tourism with preserving quality of life for residents, protecting natural resources, and retaining the appeal and mystique of special places like Sedona.

Personally, as someone who has visited Sedona many times over the past decade, has family members and friends who live there, and who calls Scottsdale home for half of the year, I've experienced firsthand many of the challenges that you're faced with. I've also also seen the tremendous opportunities that exist.

That's where we believe DVA can be one of Sedona's greatest allies and assets. Our thorough understanding of, and ability to guide clients through difficult political, social, and budget obstacles takes the guesswork out of hiring the right agency for the job. Our research- and data-driven approach and collaborative planning and execution process provide the perfect marriage of your knowledge and our expertise. And our Go-To-Market strategy generates results that speak for themselves.

And speaking of results, we've been entrusted by some of the West's top leisure travel destinations – many of which also happen to have sustainability, livability, and affordability challenges for residents – to help them strike the right balance. Some of the clients we're currently partnering with in this arena include:

Explore Whitefish	**Visit the Santa Ynez Valley**	**Travel Pendleton**
Visit Hood River	**Visit Walla Walla**	**Visit Chelan County**
Visit Leavenworth	**Visit Grants Pass**	**Explore Edmonds**
Seattle NorthCountry	**Visit Central Oregon**	**Visit Eastern Oregon**

LETTER OF INTRODUCTION

Did we mention that we don't charge clients for travel time? That means, for the times we're fortunate enough to meet face-to-face or present in person, you won't be billed for the time it takes us to get to and from Sedona. Half the year, I'm just a two-hour drive away, and with non-stop flights to PHX from our home office in Bend, the rest of the team can be there before Happy Hour on any given day.

We believe there are five primary reasons why the City of Sedona should choose DVA as your agency of record for branding and marketing services:

- A single agency that provides completely integrated strategy, branding, creative, media planning and buying, digital and traditional advertising, public relations, and more
- Our depth of knowledge and decades of experience successfully navigating destination marketing and management, including the inherent challenges, organizational structures, competition, budgets, and politics
- We're seasoned and results-driven, with a record of successful execution that's beyond reproach
- Background and experience in the sustainable tourism, community advocacy, and DEI spaces, including a working relationship with Oregon State University's Sustainable Tourism Lab
- Familiarity with Arizona in general, and with Sedona specifically

Today's DMOs need much more than a traditional marketing agency of record to execute against an established plan — they need a sustainability-minded, strategic business partner with an unmatched tourism and consumer marketing skill set and standout creative that differentiates the destination. In short, they need DVA.

Thank you again for the opportunity to make our case for why the City of Sedona should look no further than DVA when selecting its destination marketing, management, and stewardship partner. We look forward answering any questions, and to communicating with you on next steps.

Sincerely,

Mary Angelo
Partner + Director of Client Services
DVA Advertising & PR
221 NE Hawthorne Ave., Suite 200
Bend, OR 97701
541-390-8615 | mary@dvaadv.com



MARY ANGELO

Partner / Client Services Director

Throughout her more than 30-year career, Mary has worked on both the client and agency sides of the industry to help destinations successfully navigate individual circumstances and a variety of economic cycles including under-tourism, over-tourism, global pandemics, and everything in between. A leader at DVA since 2001, Mary currently manages the day-to-day efforts for Visit the Santa Ynez Valley, Explore Whitefish, Visit Leavenworth, Seattle NorthCountry, and Visit Walla Walla, and would assume a similar role for the City of Sedona. A long-time Bend resident, Mary and her husband now split their time between living in Scottsdale, Ariz., and Durango, Colo.

WORK EXPERIENCE

1995	1998	1999	2001-PRESENT
Account Manager DDB Seattle Seattle, Wash.	Account Supervisor KNCB/Dave Seattle, Wash.	Marketing Manager Heavenly Ski Resort Lake Tahoe, Calif.	Partner/Client Services Dir. DVA Advertising & PR Bend, Ore.

RELEVANT ACCOUNT EXPERIENCE

WHITEFISH MONTANA

SEATTLE NORTHCOUNTRY TRUE PNW

LEAVENWORTH

VISIT HOOD RIVER CHAMBER OF COMMERCE

VISIT walla walla

SANTA YNEZ VALLEY CALIFORNIA

REFERENCES

Neepaporn "A" Boungjaktha
Executive Director
Snohomish County
neepaporn.boungjaktha@co.snohomish.wa.us
425-626-5205
(current client)

Katie Kadlub
President & CEO
Visit Hood River
katie@visithoodriver.com
208-867-0498
(current client)

KEY PERSONNEL

Your destination, industry partners, and community vitality are too important to you – and too important to us – to trust in the hands of inexperienced or junior staff. So when you look at the team we have assembled for Sedona, you see a group of experienced destination and community marketers that play an active, engaged role in strategy and day-to-day execution. With partner-level involvement on a daily basis, and a work culture that respects every individual and rewards them for their loyalty, we're confident the quality of the team will be assured for the length of the contract and beyond.

As a mid-sized team of experts, most of us touch every account in the agency. That being said, the following staff will be the City of Sedona's dedicated team:



Christian Folk, Digital Director (4 years @ DVA) – Christian joined DVA following more than a decade of marketing and management roles at Outdoor Research and OROS Apparel, where he headed up creative, branding, and digital strategy. He currently oversees all of DVA's digital strategy, and is responsible for bringing the Go-To-Market and content-forward approaches to our destination clients.



Ryan Crotty, Creative Director (5 years @ DVA) – With 20+ years of experience as a graphic designer and art director, Ryan brings a wealth of experience working with new and established brands, as well as the reimagining of legacy brands. As DVA's creative director, Ryan would be responsible for directing all conceptual, identity, design, campaign, and other creative development efforts.



Lisa Canady, Media Director (20 years @ DVA) – Lisa is a media specialist with more than 30 years of experience in a variety of markets and for a variety of clients, including decades of managing media planning and buying across traditional and emerging platforms. Lisa is both an expert strategist and a skilled negotiator, leveraging client media budgets for maximum value.



Justin Yax, Partner / PR Director (22 years @ DVA) – Throughout his 25+ year career, Justin has focused his efforts almost exclusively within the travel, tourism, hospitality, and outdoor recreation categories. Though the majority of his work resides on the PR side, Justin would lend his brand development and strategic planning expertise to the City of Sedona account.



Julie Krooswyk, Traffic Manager (5 years @ DVA) – As DVA's destination account coordinator and traffic manager, Julie has her fingers in every piece of the pie and is responsible for keeping projects on track. Her attention to detail, and ability to interface with the account management, creative, media, and digital teams – as well as directly with the client – make Julie one of DVA's most vital assets.

KEY PERSONNEL – cont.



Luke Benz, Digital Manager (6 years @ DVA) – Luke is a digital media and analytics expert who assumes the agency lead on most destination digital placement, optimization, and reporting efforts. Luke brings a sharp mind and deep understanding of the constantly changing world of digital tools, having worked across all major digital/social platforms.



Derick Hamm, Content Manager (1 year @ DVA) – Derick is DVA's content/SEO guru and as such sets up and implements the retail-based Go-To-Market strategy and process for every client. Derick's work ensures that campaigns are ready to launch on time, with all required assets, and across every channel. In addition, Derrick oversees the development and channel distribution of SEO-driven content.



Allison Wanichek, Art Director (1 year @ DVA) – Allison's creative talent, ambition, personality, and work ethic make her a dynamite art director and designer. She also lends her concepting chops to new campaigns and alternative digital channels.

QUALIFICATIONS & EXPERIENCE

AGENCY SIZE
16 full-time employees

MUNICIPAL BRANDING, MARKETING & PR STAFF
The entire DVA team – all 16 of us – has experience in municipal branding, marketing, and public relations given the client base we work with. Current and past clients are comprised of a mix of city and county municipalities, but are more commonly structured similarly to Sedona's previous arrangement whereby a separate DMO or Chamber of Commerce contracts with the city/county, and is funded largely by lodging tax collections.

OFFICE LOCATION FOR WORK TO BE CONDUCTED
All work will be conducted from the DVA offices in Bend, with the following exceptions:

- Project manager Mary Angelo will conduct work in Bend, Scottsdale, and Durango
- Creative director Ryan Crotty will conduct work in Bend and Boston

CURRENT/RECENT MUNICIPAL PROJECTS & CLIENTS
DVA currently works with the following notable destinations and municipalities, whose work scopes align similarly with the City of Sedona's. We work in a full-service agency of record capacity with all but Whitefish, which has a separate contract with a different vendor for PR.

Hood River, Ore. (Visit Hood River)
Katie Kadlub, CEO, 208-867-0498, katie@visithoodriver.com
PO Box 1842, Hood River, OR 97031
Population = 8,350 | Annual destination marketing budget = $323,000

Leavenworth, Wash. (Visit Leavenworth)
Jessica Stoller, Marketing Director, 509-264-3750, jessica@leavenworth.org
940 US Hwy 2, Suite B, Leavenworth, WA 98826
Population = 2,400 | Annual destination marketing budget = $341,000

Whitefish, Mont. (Explore Whitefish)
Julie Mullins, Executive Director, 406-291-7098, julie@explorewhitefish.com
505 E Second St., Whitefish, MT 59937
Population = 8,500 | Annual destination marketing budget = $263,200

Santa Ynez Valley, Calif. (Visit the Santa Ynez Valley)
Shelby Sim, CEO, 805-451-6038, shelby@visitsyv.com
PO Box 633, Solvang, CA 93464
Population = 31,500 | Annual destination marketing budget = $428,000

Snohomish County, Wash. (Seattle NorthCountry)
Neepaporn "A" Boungjaktha, Executive Director, 425-626-5205,
neepaporn.boungjaktha@co.snohomish.wa.us
3000 Rockefeller Ave., Everett, WA 98201
Population = 833,000 | Annual destination marketing budget = $1,793,500

MUNICIPAL EXPERIENCE

Every destination DVA works with has municipal involvement or oversight to one degree or another, ranging from having the county executive director (Snohomish County, Wash.) as one of our primary day-to-day contacts, to having city council or county council representation on the board of directors, to a significant municipality funding mechanism.

In each case, we manage planning, execution, monitoring, tracking, optimization, and reporting to ensure full transparency and accountability.

As the full-service agency of record for the vast majority of the destinations we represent, the tasks outlined in the RFP (project coordination and management, research, strategic planning, brand implementation, presentations, meeting goals and objectives, and the provision of ongoing branding, marketing, and public relations services) are exactly what we do on a daily basis for clients across the West.

Project Coordination & Management: You can expect high-touch, transparent communication at all times. Behind the scenes, we have the people and processes in place to ensure the iceberg is as placid below the surface as it is above.

Research: Whether qualitative or quantitative, and whether surveying travelers, residents, or stakeholders, we work closely with trusted research partners to develop, implement, evaluate, and act upon research findings in our data-driven approach.

Strategic Planning: While each destination we work with may be unique, the vast majority of the challenges they face are not. We've seen it all over the years, and our ability to leverage a wealth of past experience in the strategic planning process is invaluable.

Brand Implementation: The process of drilling down to the core essence of your brand, reimagining it in a meaningful and resonating way, and then marketing and protecting that brand, is what we live for.

Presentations: As part of the brand development and strategic planning processes, we'll meet and present at predetermined points or key milestones along the way. From there, whether in-person or remote, we're always available and eager to present to staff, constituents, City Council, residents, and other audiences as appropriate.

Meeting Goals & Objectives: Our agency mission sums it up nicely: "In the crowded landscape of marketing firms that use creativity to find advertising solutions, DVA exists to use strategy and creativity as a means to achieve business goals."

Provision of Ongoing Branding, Marketing, and PR Services: As our references will attest, when given the opportunity to function as a full-service, ongoing branding, marketing, and PR partner to a destination, the full power and potential of DVA is unleashed.

RELEASE FROM CONTRACTS

DVA has not been released from any contracts, with any government agency (or any other client for that matter), during the last five years.

RESULTS & ECONOMIC IMPACT

How DVA's efforts measure up is key to everything we do.

Working with more than a dozen Destination Marketing and Management Organizations across four western states, DVA has developed a proprietary set of benchmarks and metrics to help our clients and their stakeholders measure the effects of our efforts.

Over the past two years, DVA has driven growth for our clients, both in terms of advertising metrics and driving stakeholder traffic, but also in substantive attribution-based metrics that clearly illustrate the value of destination marketing.



Economic value created across all destinations

$30,090,000

DVA emphasizes solutions that close the conversion gap. Moving beyond indicators, attribution-based marketing delivers a Return On Ad Spend in ways traditional destination tactics can't measure.

Hotel value created across all destinations

$3,928,000

Measuring hotel attribution is a direct reflection of how marketing is contributing to Transient Room Tax growth.

Clicks to stakeholder sites

306,640

Traffic to stakeholder sites.

Google Search Benchmarks

DVA CTR = 7.73% | DVA CPC = $1.14

Current industry benchmarks for Travel/Hospitality are 4.68% CTR and $1.53 CPC. DVA beats those benchmarks by 65% and 25% respectively.

Meta Benchmarks

DVA CTR = 1.17% | DVA CPC = $0.52

Current industry benchmarks for travel/Hospitality are 0.9% CTR and $0.63 CPC. DVA beats those benchmarks by 30% and 17% respectively.

OVERVIEW

The following provides the Timeline and Project Details of the Required Services, as listed in RFP No. 2023/24-002, pages 7-9. Please note that while Project Management and Presentations are itemized within Appendix B-3, they are incorporated within Research, Branding, and Marketing sections of the Project Outline to help provide context and understanding of the scope and nature of work required for each Required Service.

TIMELINE

Week 1	**Kick-off**
Weeks 2-18	**Research**
Weeks 19-27	**Brand Development**
Weeks 28-36	**Strategic Marketing Planning**
Weeks 37-41	**Creative Concepting**
Weeks 42-52	**Creative Production**
Week 53	**Campaign Launch**

PROJECT DETAILS

KICK-OFF

Upon selection of DVA as the agency of record for RFP No. 2023/24-002, a kick-off meeting with staff and stakeholders will be held in Sedona.

Tasks/Project Management

- DVA to coordinate meeting with all key staff and stakeholders
- Gather/distribute all documents for review
- Develop and issue agenda
- Provide follow-up with next-steps and outline any other outcomes from the meetings

Consultations

a. City staff
b. City officials
c. Tourism Advisory Board

Deliverables/Outcomes

a. Alignment on final scope of work, goals, success measures, and budget
b. Final Work Plan with timeline detail

RESEARCH

With DVA's 33-year history in the tourism and travel sector, we've perfected a process that helps our clients realize the potential to be destination stewards as opposed to merely destination marketers. The process aims to underscore that the organization is inclusive, collaborative, and visionary, focused on building a sustainable tourism product for visitors and residents.

This phase of work will inform all future aspects of the scope, including:

- Brand Strategy, Creation, Goals/Objectives, and KPIs to determine success
- Marketing Strategy, Campaigns, Implementation Plans, and KPIs to determine implementation effectiveness

This work will be conducted to provide both a qualitative and quantitative perspective, utilizing digital data services, in-person meetings, on-the-ground, and virtual interviews.

Key partners in this phase are:

- **Datafy LLC**, 110 Country Hills Dr. Ste 100 Ogden, UT 84403 will provide geolocation data, for a historical look back at visitation trends and seasonality, volume estimates, POI correlations, lodging trends, origin markets, length of stay, and other travel patterns.

- **Destination Analysts Inc. (recently renamed Future Partners)**, 1304 Lombard St. #8 San Francisco, CA 94019 will provide quantitative research related to branding and marketing, and competitive analysis.

- **RRC Associates**, 4770 Baseline Rd. Ste 355 Boulder, CO 80303 will provide qualitative research related to visitor and resident sentiment.

Tasks/Project Management

- On-site kick-off w/key personnel as identified by the City
- Develop research work plan and timeline
- Online/on-the-ground intercept survey
- Visitor and resident sentiment study
- Project planning, management, and monitoring of all elements related to research
- Analysis of historical destination visitation
  - Visitation patterns
  - Short-term and lodging performance
  - Markets/demographics
  - Attractions/amenities/trails
- Competitive set review
- Review of existing or ongoing research

Consultations

a. Tourism industry stakeholders
b. Tourism Advisory Board
c. Community leaders
d. Community members/residents
e. Visitors

Deliverables/Outcomes

a. Comprehensive research document to inform brand and marketing plans, advertising benchmarks, brand health, and KPIs
b. Presentation to Tourism Advisory Board

BRANDING

This section addresses the Required Services of points 3-5, however we will begin with Branding Goals & Objectives as this is the foundation for all other aspects of Branding work. We will then build the Branding Strategic Plan, and finally move into Brand Creation and Implementation.

This phase will be incredibly collaborative as goals, objectives, planning, and the development of three or more distinct brand options will be workshopped, shared, and presented as various elements of branding are undertaken and completed.

Branding Challenge: This area of work is fraught with emotion. Under most circumstances, branding work can become immensely personal.

DVA Solution: To mitigate any potential confusion and frustration, DVA proposes utilizing a RACI matrix to establish which entities are Responsible, Accountable, Consulted, and Informed, to move through the process of decision making with tact and transparency.

The account team of Project Manager Mary Angelo, Account Coordinator Julie Krooswyk and Digital Director Christian Folk will work with City officials to establish which entities fall into each category. From there, a presentation to stakeholders will walk through the RACI matrix to ensure all participants are in alignment.

BRANDING GOALS & OBJECTIVES

For the City of Sedona, clarity in brand will help move tourism away from an extractive industry, to one of sustainability. Sustainability not only in terms of use and care of the destination, but also in the context of the local experience and the vitality and resilience of small businesses.

Broad goals lead to actionable objectives, which can be measured to ensure the destination is moving toward goals identified during this process.

The formation of key values and voice will be critical, as these are incorporated into the Branding Strategic Plan.

Tasks/Project Management

- Review and analysis of research
- Scheduling of meetings to review drafts of goals and objectives

Consultations

a. Identified through RACI matrix

Deliverables/Outcomes

a. Branding Goals & Objectives memorialized
b. Presentation to Tourism Advisory Board, City staff, and City Council

BRAND STRATEGIC PLAN: DVA'S VISITOR VALUE CYCLE

Through DVA's proprietary Visitor Value Cycle, we have helped numerous DMOs develop a values-driven strategy when it comes to destination stewardship and sustainability. The end goal is that the visitor becomes additive to the destination, rather than continuing to run tourism as an extractive industry. Additionally, we begin to define the markets and channels whose audiences will align with Destination Values.



Tasks/Project Management

- Ongoing communication on progress
- Schedule presentations for required staff/stakeholders

Consultations

a. Identified through RACI matrix

Deliverables

a. Brand Strategy included in Brand Book
b. Presentation to Tourism Advisory Board, City staff, and City Council

BRAND CREATION & IMPLEMENTATION

With clear Branding Goals & Objectives and a solid Brand Strategy, the work of Brand Creation and Implementation can begin.

DVA's creative team is a leader in the travel & tourism space, known for creating unique and individualized **Brand Identity and Stories** that harmonize resident sentiment and destination values through authentic and meaningful executions. The Brand Identity and Story can be adapted for both marketing and sustainability messaging.

The final concept will deliver against the following:

- Builds on the core Values, Voice, Goals, and Objectives established in the Goals & Objectives stage
- Informed by the audiences, markets, and channels identified in the Visitor Value Cycle
- Adaptable, but consistent for:
    - Placement across prescribed channels and media
    - Marketing and sustainability promotion of the destination, including businesses and amenities to visitors
    - Sustainability promotion of the destination to residents

The final output from this stage will be a comprehensive Brand Book that completes a new Brand Identity and Story, inclusive of the elements below and others as they are identified through the course of work with the City of Sedona.

- Brand Values
- Brand Voice/tone
- Color Palette
- Messaging Pillars
- Logos and usage guidelines
- Fonts and usage guidelines
- Style guide for business cards, letterhead, print collateral, etc.
- Boilerplate statement for Public Relations
- Brand in situ examples for signs, media, wayfinding
- Event collateral, banners, displays, etc.
- Advertising templates
- Digital executions including website and style guide for site design

Tasks/Project Management

- Ongoing communication on progress
- Schedule presentations for required staff/stakeholders

Consultations

a. Identified through RACI matrix

Deliverables

a. New visual identity
b. Brand Book
c. Presentation to Tourism Advisory Board and City staff and Council

MARKETING

This section addresses the Required Services of points 6-7, Destination Marketing Strategic Plan and Destination Marketing Campaign(s).

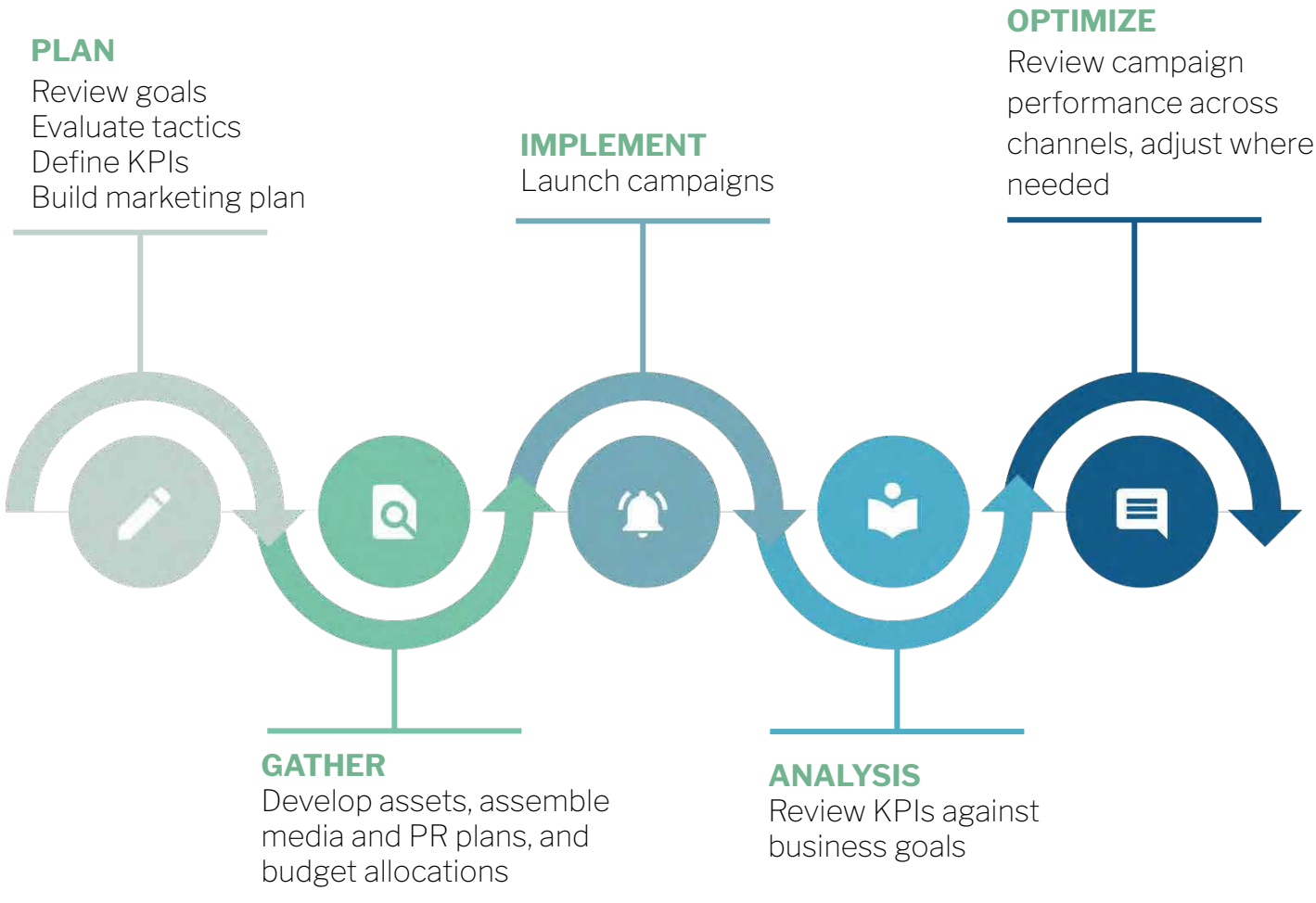
Destination Marketing Strategic Plan

GO-TO-MARKET PROCESS

DVA's marketing strategy development begins with the retail Go-To-Market process, adapted for destination clients.

Through this process we align internal and external teams on all elements related to launching cohesive, focused, and measurable campaigns.

With clear objectives and key results identified at the outset, the process provides clear guidance for teams and specific results-oriented expectations.



Destination Marketing Strategic Plan, cont.

VISITOR JOURNEY

The second tool used to develop cohesive marketing strategy is identifying the Visitor Journey.

The Visitor Journey model is referenced to ensure the various aspects of travel is considered in planning. The model includes identifying the stages of the journey and defining the channels that can best reach our audiences, and move them through the journey toward a favorable outcome, including post-visit.



Destination Marketing Strategic Plan, cont..

Tasks/Project Management

- Ongoing communication on progress
- Schedule presentations for required staff/stakeholders

Consultations

a. City staff/ Council
b. Tourism Advisory Board

Deliverables

a. Marketing goals, objectives, and KPIs for all activities
b. Marketing & PR plans

Destination Marketing Campaign(s)

With both the Brand and Marketing Strategy in place, DVA will develop a **two creative campaigns** that will allow the destination to message around both marketing and sustainability, with sustainability messaging targeting both residents and visitors. These campaigns will be fully informed by both the brand and marketing strategy developed through this process.

For the marketing campaigns, **Brand Identity and Story** will play an integral role . But highlighting local businesses through a content-forward approach will also help bolster the values and brand proposition of Sedona at large.

Campaign assets will be prepared for owned channels, third-party ad vendors, print media, out-of-home placements (banners, bus stops, etc.), and broadcast media (audio streaming, radio, CTV/OTT, and broadcast/cable TV).

Tasks/Project Management

- Ongoing communication on progress
- Schedule presentations for required staff/stakeholders

Consultations

a. City staff/ Council
b. Tourism Advisory Board

Deliverables

a. All ad assets for the above listed executions

RESUMES OF KEY PERSONNEL

As a mid-sized agency, almost everyone at DVA touches every account in one way or another. We each bring something different to the table, and contribute where and when needed. The key personnel assigned to the City of Sedona account have 86 years of combined experience at DVA, and an average of almost 20 years of experience in the industry.



Mary Angelo
Partner
Director of Client Services
Years of Experience: 32
Years with DVA: 22



Christian Folk
Digital Director
Years of Experience: 24
Years with DVA: 4



Justin Yax
Partner
PR Director
Years of Experience: 27
Years with DVA: 22



Ryan Crotty
Creative Director
Years of Experience: 25
Years with DVA: 5



Lisa Canady
Media Director
Years of Experience: 33
Years with DVA: 20



Julie Krooswyk
Traffic Manager
Tourism Account Coord.
Years of Experience: 21
Years with DVA: 5



Luke Benz
Digital Manager
Years of Experience: 10
Years with DVA: 6



Derrick Hamm
Content Manager
Years of Experience: 5
Years with DVA: 1



Allison Wanichek
Art Director
Years of Experience: 5
Years with DVA: 1

OTHER

- Work Examples / Case Studies
  - Visit Hood River
  - Seattle NorthCountry
  - Visit Leavenworth
  - Visit the Santa Ynez Valley
  - Explore Whitefish

- Organizational Chart

WORK EXAMPLE – VISIT HOOD RIVER



2022-23 "You're Our People" Brand Campaign

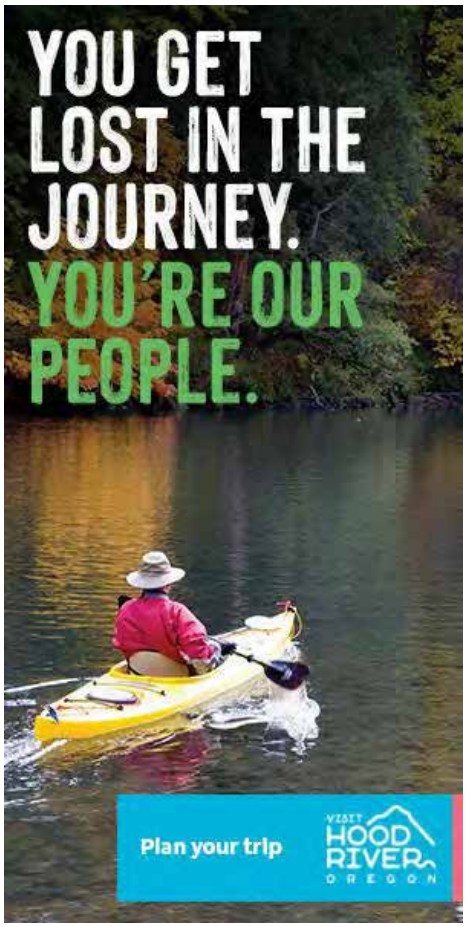
Hood River is a popular destination less than an hour east of Portland, Oregon. As such, they find themselves overrun during high season by day visitors who typically don't have an interest in the community itself or the people who live there.

Challenge: With quality of life top of mind for the local community, we wanted to invite like-minded visitors to their town.

Solution: In 2022 we launched the "You're Our People" campaign. This concept of connection puts front and center the kinds of people who live in Hood River and the explicit invitation for people who share their values to come and spend time there.







WORK EXAMPLE – SEATTLE NORTHCOUNTRY



2023 "We've Got Your Number" Brand Campaign

Encompassing more than 2,100 square miles from the Cascades to the Salish Sea, Snohomish County is a large destination. With a surprisingly large number of small businesses, unique attractions, and hidden gems. Due in part to its location and in part to its more rugged and entrepreneurial spirit, the county is appropriately branded Seattle NorthCountry from a marketing perspective,

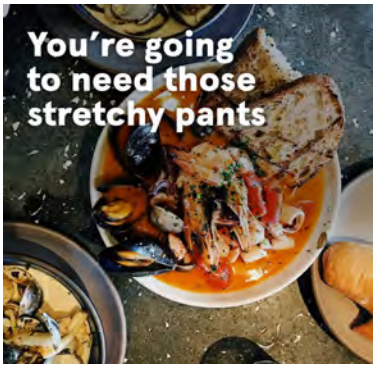
Challenge: Capture the variety – and quantity – of unique experiences that are waiting to be had for visitors to Seattle NorthCountry, while also conveying the County's appeal to businesses of all sizes who may be looking to make Snohomish County home.

.

Solution: The aforementioned proliferation of small businesses, makers, unique attractions, and geographic location presented an opportunity to tout the scale of the destination. And what better way to do that than to use the actual numbers that represent the quantity and variety of land and experiences? The magic of the "We've Got Your Number" campaign, however, is in the way we use the numbers to tell a story, often with some element of tongue-in-cheek language to draw readers in beyond the specific numbers to show that Snohomish County isn't just vast, but also a lot of fun.

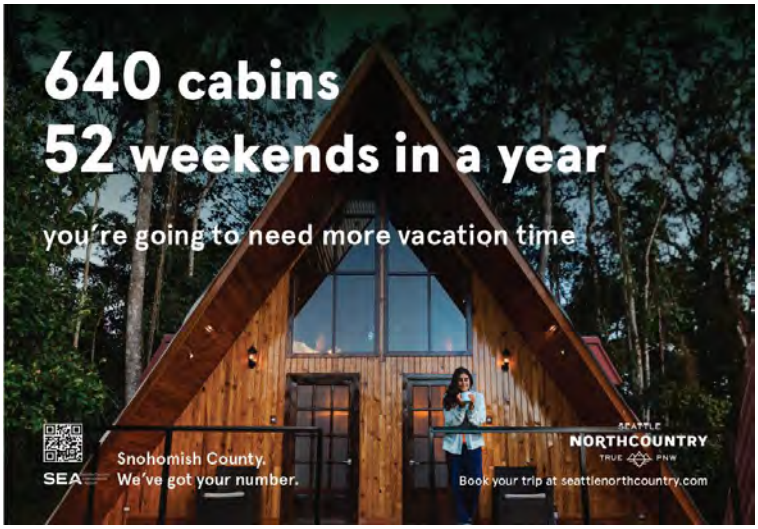












WORK EXAMPLE – VISIT LEAVENWORTH



2022-23 "Holy Schnitzel" (brand) and "Give a Schnitzel" (sustainability) Brand Campaign

Leavenworth, Washington is in the heart of the Cascade Mountains and has been branded as a Bavarian Village since the mid-60s. Today, Leavenworth draws thousands of people from around the United States to experience a little bit of Bavaria.

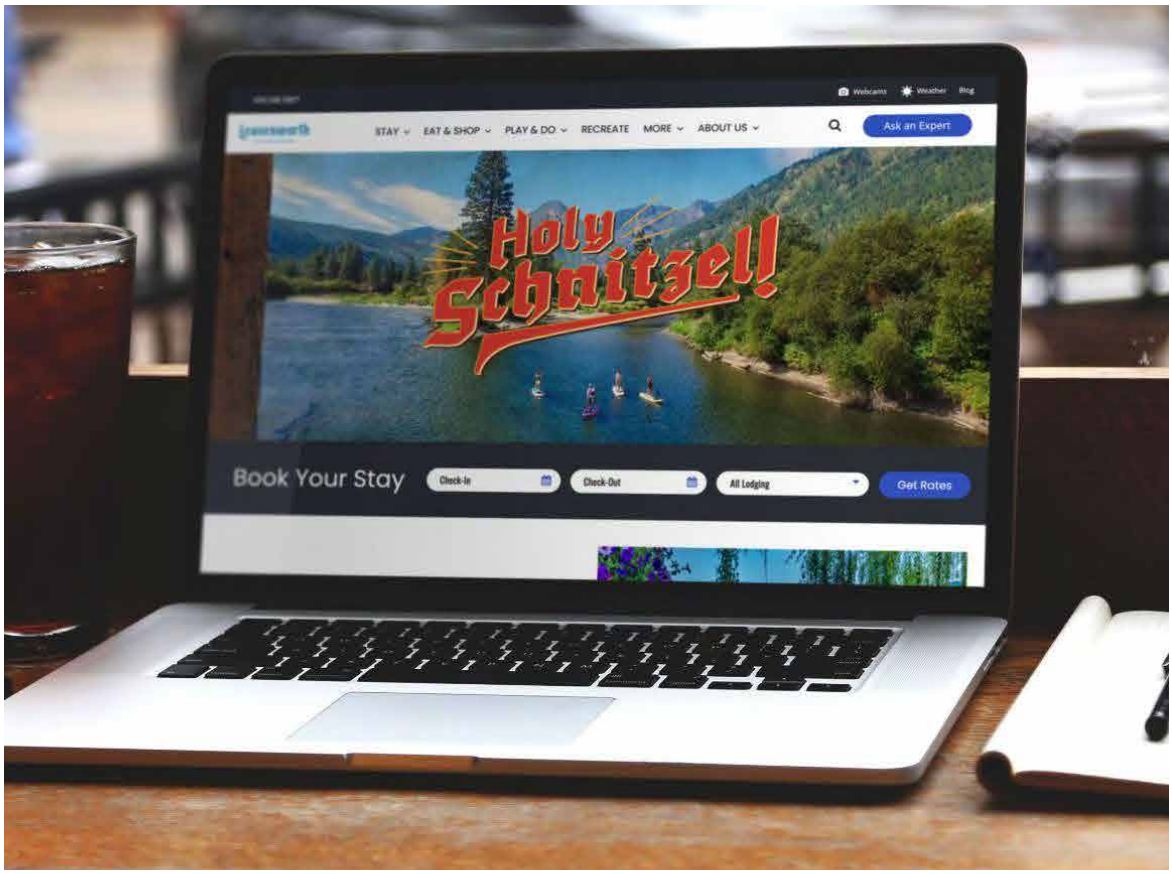
Challenge: As tourism returned in a post-pandemic era, Leavenworth saw a need to invest in a destination management campaign in order to keep the destination sustainable for both visitors and locals

.

Solution: DVA saw an opportunity to develop destination marketing and management campaigns leveraging the town's iconic Bavarian theme, each with their own message but unified by the same concept.

Holy Schnitzel! Is the brand's primary brand marketing campaign. The humor and tone align with the brand's messaging pillars, while communicating the 'wow' factor of this unique mountain town.

Give a Schnitzel! Is the key destination management message. Similar to the marketing campaign, 'Give' leverages brand humor and tone, while helping convey key visitation/destination values.







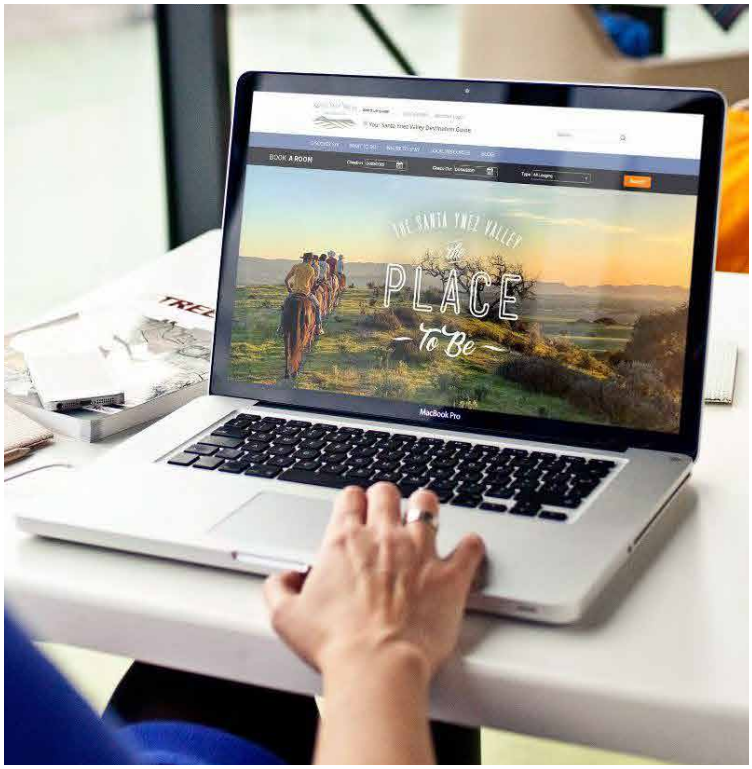
WORK EXAMPLE – VISIT SYV

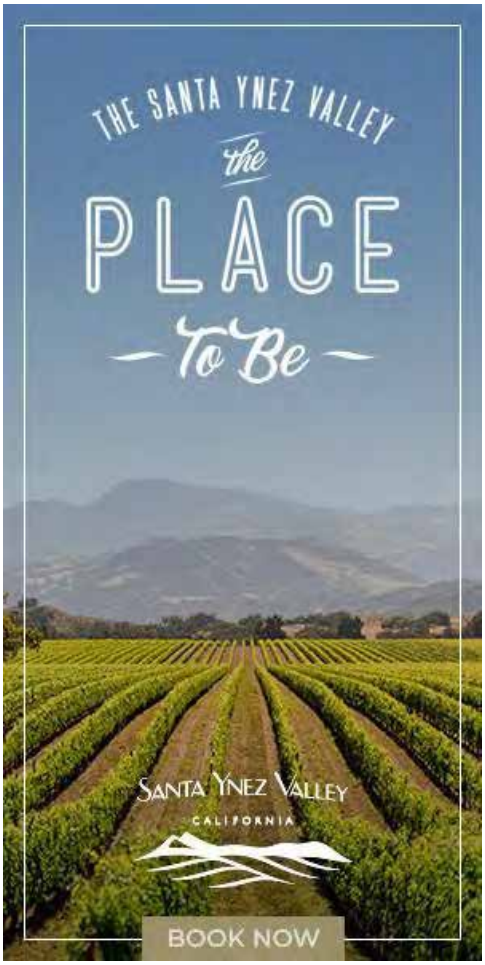
2020-23 "The Place to Be" Brand Campaign

The Santa Ynez Valley is made up of six small towns about 35 miles northeast of Santa Barbara, California. It consists primarily of wine and horse country. Up until 2013, Visit the Santa Ynez Valley didn't exist. Instead, each of the individual towns marketed themselves separately. DVA was brought on during the creation of the DMO to establish the destination.

Challenge: Placemaking of the Santa Ynez Valley continues to be the highest priority, with the challenge of not just growing awareness, but also convincing visitors to stay in the Valley, rather than in Santa Barbara.

Solution: The Place To Be campaign was first introduced in 2020, allowing us to feature the Place To Be Hungry, In Love, Together, Thirsty, or simply, just To Be. It consolidated the six communities under a single campaign umbrella and showcased the many reasons you'd want to spend the time (and the night) in the Valley.









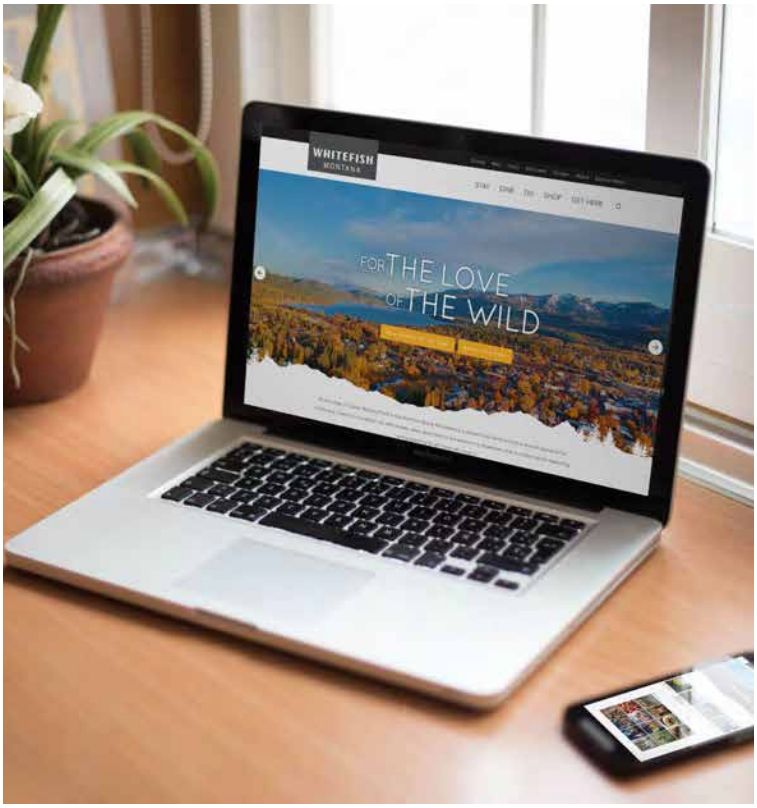
WORK EXAMPLE – EXPLORE WHITEFISH

2021-23 "For the Love of the Wild" Brand Campaign

Whitefish, Montana, is located in northwestern Montana at the gateway to Glacier National Park. Each summer, the community of 5,000 year-round residents is overwhelmed with visitors when more than one million people a month come visit the Park.

Challenge: Build a campaign that promotes the destination, but equally encourages visitors to protect Whitefish and the surrounding wilderness.

Solution: DVA introduced the For the Love of the Wild campaign that creatively showcases the spectacular natural beauty of Whitefish, but also promotes responsible travel and respect for the land and the people who live there. Acting as both a visitation and sustainability campaign, it is also strategically deployed within a geographically bounded area surrounding Whitefish during the summer months.

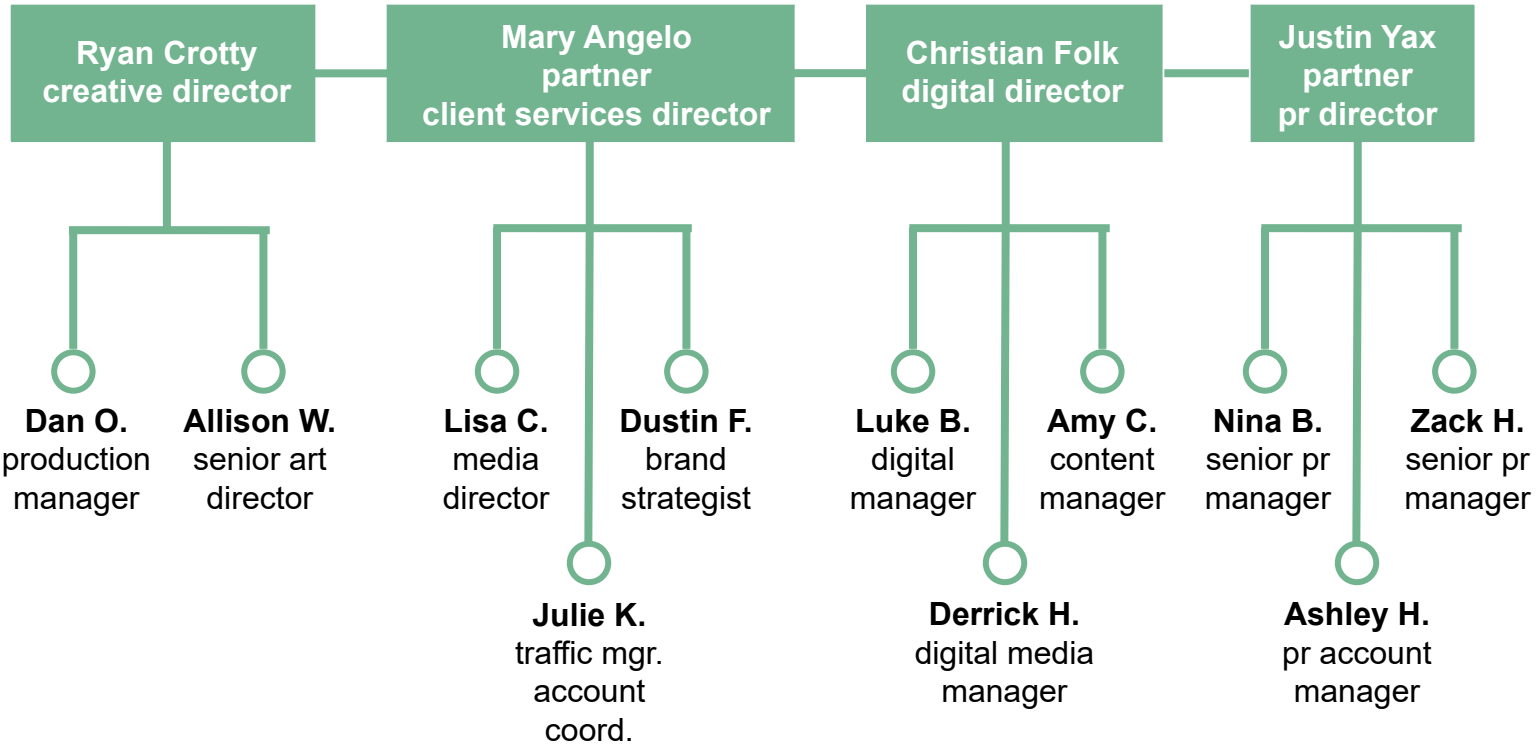








ORGANIZATIONAL CHART



PROVEN DESTINATION MARKETING & MANAGEMENT SUCCESS

As evidenced by our tourism and hospitality-related clientele, we know what it takes to make meaningful connections with consumers, and to translate those connections into visitation.

BUSINESS DRIVEN

Everything we produce must be developed and deployed in support of a specific strategy, key performance indicators, and measurable business goals. Without compromise.

NIMBLE & RESPONSIVE

As an efficient agency of senior staff, any member of the DVA team can jump into a project at any time to make meaningful and insightful contributions.

PROACTIVE

Our professional references will tell you we're constantly seeking out new opportunities, technologies, partnerships, programs, and promotions.

ACCOUNTABLE

If you're not successful, we're not successful, and effective measurement of our efforts on your behalf is a critical component of determining that success.

RESULTS

When the economy is strong, we don't rest on our laurels. When the economy is fragile or uncertain, you don't have the luxury of getting it wrong. We get that, and we thrive on it.

PEOPLE & CULTURE

Happy people produce great work, and we've gone to great lengths to assemble a cohesive team. We foster a work culture that respects every individual and rewards them for their loyalty.

APPENDICES

- Appendix B-1 – Proposal Form
- Appendix B-2 – Exceptions to Contract Documents
- Appendix B-4 – Past Performance Questionnaire

CITY OF SEDONA

Appendix B-1

PROPOSAL FORM

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: Day Vengley & Associates, dba DVA Advertising & Public Relations

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

Branding and Marketing Services
RFP No. 2023/24-002

The Proposer certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addenda thereto; that he/she is submitting the proposal in strict accordance with the Instructions and Conditions; and that he/she has carefully reviewed the accuracy of all attachments to this request for proposals.

The Proposer certifies that he/she has examined the request for proposals documents thoroughly, including addenda numbers 1, 2, 3, and N/A, which are on file at the Procurement Office of the City of Sedona, located at 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336, has studied and carefully correlated proposer's observations with the request for proposals documents and all other matters which can in any way affect the work.

The Proposer agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the proposer for ninety (90) calendar days from the RFP Deadline. If awarded the contract, the proposer agrees to execute and deliver to the City within ten (10) calendar days after receipt of the City's Notice of Intent to Award, the applicable Contract form, certificates of insurance, and bonds (if required).

The Proposer understands that the City reserves the right to reject this proposal and that this proposal shall remain open and may not be withdrawn for a period of ninety (90) calendar days after the RFP Deadline.

The Proposer understands and agrees that if the City issues a Notice of Intent to Award to the Proposer within the time the proposal is required to remain open, the Proposer will execute and deliver to the City a contract in the form attached hereto within ten (10) calendar days after receipt of said notification of award. No work shall be performed until an executed contract and certificates of insurance are received by the City.

If the proposer to whom the Notice of Intent to Award is given fails or refuses to return executed copies of the Contract and required Certificates of Insurance within ten (10) calendar days from the date of receiving the Notice of Intent to Award, the successful proposer shall be deemed to be in default and the City may award the contract to the next proposer providing the best value to the City.

(Signature to follow on next page.)

The undersigned hereby declares that Proposer has read, understands, and will fully and faithfully comply with the Contract Documents. The Proposer certifies that the prices offered were independently developed without consultation with any other Proposer or potential Proposers.

	September 1, 2023
Signature of Authorized Representative	Date
Justin C. Yax	Partner
Print Name	Title

Proposer's Address: 221 NE Hawthorne Ave.
Suite 200
Bend, OR 97702

Telephone Number: 541-610-8443

Email Address: justin@dvaadv.com

CITY OF SEDONA

Appendix B-2

EXCEPTIONS TO CONTRACT DOCUMENTS

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: Day Vengley & Associates, dba DVA Advertising & Public Relations

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

Exceptions:

NONE.

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

CITY OF SEDONA

Appendix B-3

PRICE PROPOSAL

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: Day Vengley & Associates, dba DVA Advertising & Public Relations

The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and "Appendix B-3, Price Proposal," clearly labeled on the outside of the envelope and submitted at the same time as the technical proposal.

Proposer shall provide a not-to-exceed proposal price for each line item below that includes all labor, materials, and equipment necessary to complete the branding and marketing services in accordance with the specifications and provisions contained in this RFP.

Required Services		
Line Item No.	Description	Price
1	Project Coordination and Management	$ 48,000.00
2	Research	$ 88,500.00
3	Branding Strategic Plan	$ 10,000.00
4	Brand Creation and Implementation	$ 20,000.00
5	Destination Marketing Strategic Plan	$ 7,500.00
6	Destination Marketing Campaign(s)	$ 30,000.00
7	Presentations	$ 5,000.00
8	Ongoing Services	$ 36,000.00
	Price Proposal *(Sum of Items 1-8)*	$ **245,000.00**

(Remainder of page intentionally left blank.)

Firms will not earn additional points for proposing on Optional Services. Firms not proposing on Optional Services should state "No Bid" in the Price column below.

Optional Services		
Line Item No.	Description	Price
1	**Destination Marketing Campaign Broadcast Media**	$ 150,000.00
2	**Ad Placement**	$ 36,000.00
	Price for Optional Services *(Sum of Items 1-2)*	$ **186,000.00**

Signature of Authorized Representative

September 1, 2023
Title

Justin C. Yax
Print Name

Partner
Date

CITY COUNCIL AGENDA BILL

AB 3012
October 24, 2023
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding approval of award RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not- to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first.

Department	Financial Services
Time to Present	10 minutes
Total Time for Item	20 minutes
Other Council Meetings	N/A
Exhibits	A. Professional Services Agreement

City Attorney Approval	Reviewed 10/16/23 KWC
City Manager's Recommendation	Approve award of RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not-to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first.

Expenditure Required	
	$ 315,750.00
Amount Budgeted	
	$ 300,000 (project management portion – FY2024 through FY2026)
Account No. (Description)	22-5224-89-6875 (Citywide Business Software)
Finance Approval	☒

SUMMARY STATEMENT

Background:

During past budget cycles, staff has shared concerns about the current Enterprise Resource Planning (ERP) system used (Springbrook), including concerns about limited functionality, inefficiencies, customer service issues, and the lack of integration due to various add-on systems used in attempts to address the shortfalls of the current system. In January 2023

during the Council Retreat discussion regarding priorities, it was shared that Springbrook had recently notified staff that it would no longer support the current version. The City Council elevated the goal of selecting and implementing a new ERP system to the top priority.

Selection and implementation of a new ERP system is a significant undertaking, potentially taking two to three years to complete. Consulting firms that specialize in implementing ERP systems assist organizations with making the best decisions in selecting the best fit and navigating the extensive implementation process. Requested services included review of existing business processes, identification of opportunities for efficiency improvements, preparation of a Request for Proposal (RFP) for purchase and implementation of a new ERP system, assistance with contract negotiations with the software vendor, management and assistance with implementation, and assistance with change management.

As such, on July 21, 2023, the city solicited proposals from eleven (11) consultants for Request for Proposals (RFP) No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System.

Proposals were due on August 15, 2023, with a total of eight (8) proposals received. The city completed an administrative review of the proposals and two (2) of the eight (8) proposals were disqualified for failing to meet the RFP's mandatory requirements (e.g., returned all required documents, signature on required documents, proposal submitted prior to RFP Deadline, minimum number of required past performance questionnaires received, etc.).

Technical and Price Proposal Scores: A technical evaluation team consisting of six (6) city employees scored the six (6) responsive proposals in accordance with the evaluation criteria stated in the RFP.

Technical proposals were evaluated on the following five (5) criteria, which equated to eighty percent (80%) of the score:

1. Firm's experience and qualifications (20%)
2. Key personnels' experience and qualifications (20%)
3. Project understanding and approach (25%)
4. Available resources (10%)
5. Exceptions to Contract Documents (5%)

Price proposals were scored using the following equation: ("Lowest Price Proposal" divided by the "Price Proposal Being Evaluated") x "Maximum Price Score Possible" = Points Earned, which was the remaining twenty percent (20%) of the score.

Below is a summary of each firm's Total Proposal Score. Due to various inconsistencies in the price proposals received from each respondent, the city determined it was in its best interest to invite the five (5) highest scoring firms, the short-listed firms, to the interviews stage. The five short-listed firms were Abdo Financial Solutions, BerryDunn, Creative Planning Business Services, MSS Business Transformation Advisory, and SoftResources, LLC.

	Proposer's Name	Technical Score	Price Score	Total Proposal Score
1	3 ADC & Moxie Global Service	2.72	0.07	2.79
2	Abdo Financial Services	4.06	0.39	4.45
3	BerryDunn	5.85	0.64	6.49
4	Creative Planning Business Services	4.85	2.00	6.85
5	MSS Business Transformation Advisory	5.82	0.53	6.34
6	SoftResources, LLC	4.95	1.32	6.27

Price Proposal Summary

		3 ADC & Moxie Global		Abdo Financial		BerryDunn	
Item No.	**Description**	**Est. # of Hours**	**Proposed Cost**	**Est. # of Hours**	**Proposed Cost**	**Est. # of Hours**	**Proposed Cost**
1	Selection and Implementation	48,000	$5,887,106.00	2,967	$855,000.00	575	$640,344.00
2	Travel Expenses	N/A	Included	N/A	$35,000.00	N/A	$10,590.50
TOTAL		**$5,887,106.00**		**$890,000.00**		**$650,934.50**	

		Creative Planning		MSS Business		SoftResources	
Item No.	**Description**	**Est. # of Hours**	**Proposed Cost**	**Est. # of Hours**	**Proposed Cost**	**Est. # of Hours**	**Proposed Cost**
1	Selection and Implementation	713	$208,650.00	4,400	$2,391,000.00	1,435	$315,750.00
2	Travel Expenses	N/A	Included	N/A	Included	N/A	Included
TOTAL		**$208,650.00**		**$2,391,000.00**		**$315,750.00**	

Interview Scores: On September 26, 2023, an interview evaluation team consisting of five (5) city employees interviewed and scored the short-listed firms in accordance with the evaluation criteria stated in the RFP.

Interview scores were evaluated on the following five (5) criteria:

1. Firm's overview (10%)
2. Firm's and key personnels' experience with similar projects (20%)
3. Communication plan (30%)
4. Overview of project management services (30%)
5. Proposal Price (10%)

Below is a summary of each short-listed firm's Interview Score. In accordance with the RFP documents, the city selected the highest scoring firm from the interviews stage, SoftResources, LLC, for recommendation for award.

	Proposer's Name	Interview Score
1	Abdo Financial Services	5.82
2	BerryDunn	7.48
3	Creative Planning	5.36
4	MSS Business	2.80
5	SoftResources	9.16

Recommendation for Award Summary: The interview evaluation team unanimously recommends SoftResources, LLC for award for the following reasons:

1. The firm possesses significant experience working with municipalities on ERP selection and implementation projects.
2. The firm possesses experience working with many types of ERP software systems, not a select few.
3. The firm's communications are easy to read and/or understand, which will assist with change management and correspondence between the city and selected ERP software vendor.
4. The firm possesses experienced staff who will be committed to the city's project for continuity.
5. The firm provided a complete project timeline and approach of eighteen (18) to twenty-four (24) months which aligns with the city's goals.
6. According to the firm's references, the firm assists its customers in selecting software that is the best solution for the customer, without bias toward any particular software company.
7. The firm is professional and relatable, so the evaluation team feels the city would have a successful working relationship with this firm since the project may continue for a few years.
8. The firm's assigned lead for this project will be local to Arizona.

SoftResources, LLC's Proposal Price Breakdown

Software Selection	Price
Project initiation, planning, management	$9,660.00
Business Process Re-engineering (BPR), selection criteria, requirements	$28,560.00
ERP RFP Development, management	$6,930.00
ERP software selection support	$18,480.00
ERP software demonstrations and decision	$22,680.00
Contract review and negotiation	$13,440.00

Software Implementation	Price
Implementation project manager	$216,000.00

SoftResources, LLC's Proposed Project Timeline

	Month						
Phase and Task	**1**	**2**	**3**	**4**	**5**	**6**	**7**
1. Project Initiation							
a. Project Launch							
b. Project Management Documents							
c. Project Control							
2. ERP Needs Assessment							
a. Discovery Workshops							
b. Process Analysis							
c. ERP Requirements Document							
3. Request for Proposal							
a. RFP for ERP Software							
b. Vendor Outreach							

c. RFP Issuance							
4. Vendor Selection							
a. Vendor Analysis							
b. Software Demos							
c. Software Decision							
5. Contract Negotiation							
a. Vendor Contract							
b. Vendor Statement of Work							

	Quarter							
Phase	1	2	3	4	5	6	7	8
6. Implementation Services (18 to 24 months)								

Budget

The FY2024-FY2033 Capital Improvement Plan included placeholders for purchase and implementation of a new ERP system and contracted project management. A guesstimate of $300,000 was included for the contracted project management. Contracted project management was budgeted as $100,000 for FY2024, as well as $500,000 of the $2,000,000 placeholder for purchase and implementation of a new ERP system was budgeted in FY2024. Based on the estimated timeline, minimal, if any, costs for the purchase and implementation of a new ERP system will be incurred in FY2024, so it is anticipated that there will be more than sufficient budget capacity in FY2024 to cover the contracted project management incurred.

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

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

Alternative(s): None

MOTION

I move to: approve award of RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not-to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first.

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this 25th day of October, 2023 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and SoftResources, LLC ("CONSULTANT").

RECITALS

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

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

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

D. CITY has awarded CONSULTANT this contract pursuant to RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, which shall become part of this contract; and

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

AGREEMENT

The parties agree as follows:

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

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment

executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance.

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

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

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

2. **COMPENSATION; BILLING**.

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a fixed fee basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$315,750.00**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

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

C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly

approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

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

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

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

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

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT,

its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. Not withstanding the above, professional liability will be limited to the Professional Liability policy limits set forth below in Section 7(A)(5).

7. **INSURANCE**.

A. General:

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

2. Worker's Compensation Insurance:

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

Coverage B: Employer's Liability

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

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

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

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

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

to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

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

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

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

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

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

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on October 24, 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 CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

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

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

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

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

11. **INDEPENDENT CONTRACTOR**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda,

all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

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

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

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

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

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

    B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor

Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

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

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

STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

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

CITY:	City of Sedona Attn: Procurement Officer 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	SoftResources, LLC 11411 NE 124th Street, Suite 270 Kirkland, WA 98034-4341

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

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

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

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT

certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

_____
City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

SOFTRESOURCES, LLC

By:_____

Title:_____

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

EXHIBITS

Exhibit A

☒ Scope of Work and Associated Costs.

Exhibit B

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

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

Exhibit A to Professional Services Agreement, dated October 25, 2023

Proposal

City of Sedona, Arizona

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

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August 15, 2023, at 4:00 p.m.

Submitted by SoftResources LLC

Spencer Arnesen, CPA, Principal
Phone: 425.216.4030
Email: sarnesen@softresources.com

1. Letter of Introduction

August 15, 2023

Heidi Weber, Procurement Officer
102 Roadrunner Drive, Building 106
Sedona, AZ 86336

Heidi and Team:

SoftResources LLC is pleased to submit this proposal to the City of Sedona, Arizona (City) Request for Proposals RFP No. 2023/24-001 Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System. The City's project is an excellent fit for SoftResources' unbiased software consulting services.

Overview. SoftResources LLC is a qualified and experienced software evaluation consulting firm dedicated to providing services that empower and guide Local Government organizations nationwide to make knowledgeable decisions about business software and to successfully implement the solutions they select. SoftResources has completed over 925 software evaluation projects for more than 700 clients in our 28+ year history.



History. The concept of providing unbiased software selection services originated in 1993 as our founders established a consulting practice within KPMG. The core foundational value of this team was to remain objective and unbiased in the technology consulting services we provided. After reorganizations at KPMG in 1995 that impacted these foundational values, the founders amicably separated from KPMG and formed SoftResources LLC.

Unbiased Promise. We have no direct relationships with vendors that will impact the services or consulting guidance we provide to our clients. We do not receive remuneration from vendors and have no specific ties to any vendors to ensure our objectivity.

Areas of Expertise. The SoftResources team is proficient in the core services we provide and offer the leadership and guidance our customers require for the full software procurement lifecycle. The five core services we provide include: 1) System Assessment; 2) Software Selection; 3) System Integrator Selection; 4) Contract Review; and 5) Implementation Management. Our services follow a mature, evolved, and proven methodology that is tailored to support the needs of each specific client.



Spencer Arnesen, Principal, is the contact for this proposal and has authority to bind SoftResources contractually. Pricing and services in this proposal shall remain active for a period of ninety (90) days from the due date of August 15, 2023.

Primary Contact	Requested Information
Name	• Spencer Arnesen
Title	• Principal
Offices	• 11411 NE 124th St., STE 270, Kirkland, WA 98034 • Scottsdale, AZ
Telephone Number	• 425-216-4030
Email	• SArnesen@softresources.com

Sincerely,

Spencer Arnesen, CPA, Principal
SoftResources LLC

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- **Appendix C-1 – Proposal Form**
- **Appendix C-2 Exceptions to Contract Documents**
- **Appendix C-3 – Price Proposal**
- **Signed Addendum No. 1**

2. Project Manager's Experience

As a professional consulting firm, SoftResources maintains a flat hierarchy. Our consultants have 20-35+ years of experience assessing, evaluating and implementing software including ERP, Financials, Human Resources (HR)/Payroll, Timekeeping, Utility Billing, Enterprise Asset Management (EAM), Permitting, and more that will be leveraged to the City's project. SoftResources is committed to providing for the City's ERP system assessment, selection and implementation a project an experienced Core Team who are experienced with municipalities and knowledgeable about ERP software vendors and marketplace.

Currently we anticipate that Elaine Watson, Principal, will serve as the Project Manager and be available from our Scottsdale office. Elaine is our most experienced Project Manager and will provide exceptional value to the City's important project.

Project Manager	Elaine Watson, Principal
Responsibilities	• Monitor Project Plan through completion, manage client relationship, provide regular status updates to all required parties. • Participate in Discovery Workshops and meetings, participate in analysis, development of findings, and preparation and presentation of project deliverables, delivery of all outcomes for the project. • Proactively manage the project and mitigate risks to ensure quality, consistency, budget, and timeliness of the project.
Expertise	• ERP, HR, Payroll, Utility Billing, Permitting, and EAM software evaluations • Has expertise with all government sector ERP market vendors • Extensive ERP selection and implementation project management experience • Business process insight and improvement in all functionality of an ERP • SoftResources methodology development and quality control • Assisting local governments with successful digital transformation
Qualifications	• Certified Public Accountant - CPA • Bachelor and Masters of Business Administration • Former Finance and Budget Director • Prosci Change Management Certification • GFOA Project Management Training • Project Management Institute Training and member • Boeing Computer Services System Analyst Training • Leadership and Management Training
Recent Similar Projects	• Charleston WV, Hemet CA, Renton WA, Temecula CA, Gilbert AZ, Gresham OR, Santa Clarita CA, Grays Harbor County, Tulare County

3. Key Project Team

The additional experienced Core Team members will be assigned to the City from our Kirkland and Scottsdale offices for the life of the project. We have no junior consultants and we will not use any subcontractors for this project. These additional Core Team consultants include the Project Analyst and Contract Analyst. They work closely with the Project Manager and the City and will be available to address questions, concerns and issues the City may have. The Core Team structure ensures knowledge continuity, accuracy, consistent communication, and responsiveness to the City's project and team. We are available by phone, email, web conferencing, and onsite.

Lead Analyst	**Pamela Ettien, Director**
Responsibilities	• Works in tandem with the Project Manager throughout the project to ensure a successful project and outcome • Manages coordination of activities with the client • Documents findings, maintains project deliverables, participates in Discovery Workshops, onsite meetings • Works alongside the Project Manager to ensure services and deliverables are provided as contracted
Expertise	• Brings 26+ years of software selection and evaluation while at SoftResources • ERP, HR, Payroll, Utility Billing, Permitting, and EAM software evaluations • Current expertise evaluating the ERP vendor software market for government • Extensive ERP selection and implementation project management experience • Business process insight, improvement, and mapping expertise • Expert defining and documenting technical and functional requirements • Strong people skills and communication and has worked in all departments found in local government organizations • Real world accounting experience prior to SoftResources • Capable leading and championing change management for her clients
Qualifications	• Accounting Degree • Prosci Change Management Certification • Project Management Institute Training
Recent Relevant Projects	• Charleston WV, Port Angeles WA, Hemet CA, Renton WA, Temecula CA, Gilbert AZ, Gresham OR

Contract Lead	Cherish Cruz, Director
Responsibilities	• Review and provide comments and redline edits to contract documents • Participate in vendor discussions and negotiations with the client • May provide additional support as determined by the Project Manager
Expertise	• Brings 20+ years of software selection and evaluation while at SoftResources • ERP, HR, Payroll, Utility Billing, Permitting, and EAM software evaluations with current knowledge of the software market players for government • Leads the SoftResources' contract review and negotiation practice • Experience negotiating contracts with a client focus for most ERP vendors • Extensive ERP selection and implementation project management experience • Business process insight, improvement, and mapping expertise • Expert defining and documenting technical and functional requirements • Experienced implementation project manager for the implementation of ERP, Utility Billing, HR/Payroll, and other business software
Qualifications	• Master of Business Administration - MBA • Bachelor of Arts Business • Prosci Change Management Certification • Leadership and management training • Software implementation training
Recent Relevant Projects	• Charleston WV, Port Angeles WA, Hemet CA, Merriam KS, Temecula CA, Lauderhill FL, Gilbert AZ

Staff is assigned for the life of the project. Should an emergency arise for any one of our staff we will work with the City to assign and approve a replacement consultant from our staff that will have equal experience and expertise.

Assigned Team's Experience with ERP Vendor Market. The team assigned to the City's project will provide extensive experience evaluating ERP solutions and the vendors that provide those solutions. They understand the features and functionality used and required by local government organizations to support their internal business processes. Our consultants keep current with the ERP vendor market because we are exclusively focused on all aspects of the software procurement lifecycle and implementation process. As a partner the City will benefit from our knowledge and insight into the continually evolving ERP vendor market. The following table provides some of the vendors and software we have evaluated (note many have evolved and been rebranded or companies have gone through acquisitions and mergers).

Vendor	Application
American Business Systems	• Accounting Suite
BS&A Software	• BS&A
Caselle	• Clarity
CentralSquare Technologies	• iCity, ONESolution, BiTech-IFAS, Pentamation, HTE (NaviLine), Finance Enterprise
CGI	• Advantage ERP
Harris	• MS Govern (PG Govern, Innoprise Suite, GEMS, SDI Systems), Cayenta • Cogsdale (MS Great Plains)
INFOR	• Cloud Suite (Lawson – S3, Hansen 8)
Microsoft	• Dynamics 365, Dynamics SL, Dynamics GP, Dynamics NAV, Dynamics AX
OpenGov	• OpenGov ERP Cloud
Oracle	• Oracle Cloud ERP, E-Business Suite, PeopleSoft, JD Edwards - EnterpriseOne, World
Sage	• MIP Fund Accounting
SAP	• Cloud ERP (SAP, Hana)
Serenic	• Navigator
Springbrook	• Springbrook Enterprise, BIAS
Tyler Technologies	• Enterprise ERP (was Munis), Eden, Incode, New World (Logos, Aegis)
Unit4	• Business World
Workday	• Workday

4. Proposer's Qualifications and Experience

SoftResources LLC is a software evaluation consulting firm dedicated to providing services that empower and guide Local Governments nationwide to make knowledgeable decisions about business software and to successfully implement the solutions they select. SoftResources has a team of consultants that offer a focus on selecting software for municipal government and who have completed hundreds of projects in our 28-year history. This has been our only line of business from inception. We focus our services to ensure we deliver quality and value to our clients. Our headquarter offices are located in Kirkland, Washington and we have a local Arizona office in Scottsdale.

ERP Experience in Last Five Years. SoftResources assists Public Sector organizations with ERP digital transformation including assessment, selection, and implementation. The table below lists some of the Cities that we have provided similar services as requested by the City. These projects serve to demonstrate the depth of our team's experience and were performed in the last five years. We have completed many more projects for counties, districts, and government agencies that could be provided upon request.

Sample Projects		
Hemet, CA • Needs Assessment • Process Review and Maps • Requirements Definition • RFP and Management • Vendor Selection • Contract Review • Implementation Project Management	**Renton, WA** • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review • Implementation Project Management	**Gilbert, AZ** • Needs Assessment • Requirements Definition • RFP and Management • Vendor Selection • Contract Review • Implementation Project Management
Charleston, WV • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review	**Santa Clarita, CA** • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review	**Gresham, OR** • Needs Assessment • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review
Port Angeles, WA • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review	**Clearwater, FL** • Needs Assessment • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review • Implementation Planning	**Vancouver, WA** • Needs Assessment • Process Review • Requirements Definition • TCO Assessment • RFP and Management • ERP Vendor Selection

Sample Projects		
• Implementation Project Management	• HR/Payroll Discovery	• Contract Review • Implementation Project Management
Merriam, KS • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review • Implementation Project Management	**Boise, ID** • Needs Assessment • Process Review • Requirements Definition • RFP and Management • Future: ERP-HCM Vendor Selection • Time and Attendance Selection, Implementation Project Management	**Lauderhill, FL** • Needs Assessment • Requirements Definition • RFP and Management • ERP Vendor Selection • HR and Payroll Implementation Project Management • Contract Review • Implementation Project Management
Temecula, CA • Needs Assessment • Process Review • Requirements Definition • RFP Development • ERP Vendor Selection • Contract Review • Implementation Project Management • EAM Selection and Implementation Project Management • Permit Selection and Implementation Project Management	**Newark, CA** • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review	**Dearborn, MI** • Needs Assessment • Process Review • Requirements Definition • RFP and Management • ERP Vendor Selection • Contract Review • Implementation Project Management
Elk Grove, CA • Needs Assessment • Process Review • Requirements Definition • ERP Needs Assessment Report	**Indio, CA** • ERP Implementation Project Management	**Simi Valley, CA** • ERP Implementation Project Management

Project Example that was Challenged. When our proven methodology is followed, our clients avoid the common pitfalls associated with selection. SoftResources' Project Manager addresses project risks and advises mitigation strategies. A recent ERP project that did eventually arrive at a successful software decision had the following internal issues that slowed the process:

1. This client lost their key champion/project manager due to a family medical issue that significantly delayed the selection process.
2. Resources were unavailable due to competing projects and responsibilities of daily work. SoftResources works with our clients to clearly communicate tasks and where they stand.
3. After SoftResources' assistance with the Contract Review phase, the Client independent of SoftResources removed some modules and then at a later date determined to add them back, which caused the contract needing to be adjusted. The SoftResources Project Manager did advise and provide insights to support the client as requested.
4. The Client is now preparing to begin implementation of the new software and has exercised the option to have SoftResources provide Implementation Project Management oversight. A risk that we have discussed with the client concerns implementing simultaneously modules/software that may overwhelm the current staffing resources the Client can commit, and we have discussed the importance of using a strong staff person to serve as the internal Project Manager who is familiar with the current system, works well with peers, and is empowered to make decisions.

SoftResources affirms that we have not been released from a contract with a governmental entity in the last five (5) years.

5. Project Understanding and Approach

SoftResources will work with the City to assess its current ERP environment, conduct business process analysis, define functional and technical requirements, develop an effective RFP that incorporates the desired modules, evaluate the vendor proposals, conduct contract negotiations for a performance-based contract, and provide implementation project management on behalf of the City for the implementation of the new ERP software.

SoftResources understands that the current system environment that is considered in scope for this project is as follows:

Current Systems	Modules and Functional Scope
Springbrook	• Accounts Payable, Accounts Receivable, Bank Reconciliation, Building Permits, Cash Receipts, Clearing House, Code and Contract Management, Fixed Assets, General Ledger, Purchase Orders, Utility Billing
ADP	• Payroll, Human Resources
McLain Decision Support Systems	• Budget Preparation
CaseWare	• Reports (Annual Reports and Budget Books)
MuniCast	• Forecasting (Long Range)
DateBook	• Lease, Bonds, Financed Purchases, and Subscription -based IT Agreements Management
Sportsman	• Parks and Recreation
Civic Review	• Business Licenses
GovOS	• Short-term Rental Monitoring and Permitting
Spreadsheets/Manual Processes	• Reviewed for addition to the ERP scope

The modules that will be implemented for the City's project include the following:

Module	Functions
Financial	a. Accounting, General Ledger, Accounts Payable b. Sales Tax c. Cash Management d. Work Orders, Fleet and Facilities Management e. Purchasing, Vendor Registration f. Fixed Assets, Inventory Management g. Project and Grant Accounting
Revenue	a. Cashiering b. Accounts Receivable c. General Billing
Utility Billing	a. Utility Billing, Cashiering

Module	Functions
Human Capital Management	a. Human Resource Management b. Payroll
Productivity	a. Analytics, Reporting b. Content Manager c. Forms Processing, Business License d. Permitting, Plan Review, Inspection e. Permitting and Code Enforcement Case Management f. E-Procurement, Solicitation Management g. Contract and Certificate of Insurance Management
Other	a. Annual Comprehensive Financial Report (ACFR) Statement Builder b. Facility Rental Management c. Program Registration Management d. Council Meeting Agenda and Document Management e. Modules as recommended by Project Manager

Project Approach. Based on the City's scope of work, SoftResources recommends the following project approach and Work Plan. All consulting work will be provided by tenured SoftResources employees who have the experience, skills, and expertise necessary to complete the requested work. This Work Plan can be adjusted after further discussion and review with the City.

Phase 1 – Project Initiation	
Objective	SoftResources will work with the City to initiate, plan, and manage the project to schedule and budget.
a. Project Launch	• Planning: Initiate, schedule, plan and conduct a project kickoff call with the City Project Team to review project scope and expectations for the project, review resource availability and constraints, establish roles and responsibilities, and drivers and objectives that will govern the project.
b. Project Management Documents	• Communication Plan: develop a Communication Plan document in collaboration with the City. The Communication Plan document is critical to the success of the project and will define the who, what, where, when, and how of communication across the organization. • Project Plan: develop the Project Plan that will be used to manage the project. The Project Plan will include timelines by tasks along with project team assignments for the various tasks and activities. This Project Plan will be updated throughout the project and adjusted as required. • Project Status Report: work with the City to develop a Status Report format that will be used to report to the City the status of the project.

Phase 1 – Project Initiation	
c. Project Control	• Project Coordination: work with the City to manage resources, communicate tasks, meetings, and deadlines, report on project progress to safeguard that target goals are achieved, and provide regular status updates on accomplishments, upcoming tasks, open issues, and overall status of the project as it relates to time, scope, budget, and quality. • Status Updates: provide monthly executive status reports to City executives. These reports will be used to review accomplishments, upcoming tasks, open issues, and the overall status of the project as it relates to time, scope, budget, and quality.
Deliverables	• **Project Kickoff Presentation** • **Communication Plan** • **Project Plan** • **Status Updates** • **Monthly Executive Status Reports**

Phase 2 – ERP Needs Assessment	
Objective	SoftResources will lead and facilitate a needs analysis review of the current ERP environment with City stakeholders. The key objectives of this analysis will be to review the current systems environment, technology, requirements, and business processes.
a. Discovery Workshops	• **Plan Workshops** – work with the City to schedule 15-18 Discovery Workshops and identify stakeholders that will attend the Discovery Workshops. Discovery Workshops will address all modules/functionality in scope including General Ledger, Procurement, Utility Billing, Project Accounting, Human Resources, Payroll, Business License, Permitting, etc. Attendees will participate in Discovery Workshops relevant to their role and will include the project team, executive stakeholders, department heads, subject matter experts, IT, etc. Each workshop typically lasts 1-2 hours and staff will engage in describing their specific use, needs, vision for ERP software. • **Review Documentation** – the City will provide background materials relevant to the City's current environment. SoftResources will review these materials to gain insight about the existing ERP environment, the overall project, and goals to increase effectiveness during Discovery Workshops.

Phase 2 – ERP Needs Assessment	
	• **Facilitate Discovery Workshops** – conduct collaborative Discovery Workshops as scheduled and facilitate dialogue with all stakeholders for the functional areas and processes in scope to: ✓ Analyze the current ERP system environment and how it is currently being used including strengths, weaknesses, limitations, functional and technical requirements. ✓ Review requirements for future state operations. ✓ Identify strengths and challenges of the current systems. ✓ Review current business processes and identify process improvement opportunities. ✓ Review shadow systems used by departments to address gaps in functionality including Excel worksheets, manual workarounds, third-party systems and databases. ✓ Review interfaces and integrations that exist or are desired with other City applications, identify opportunities for integration improvements. ✓ Provide educational insights about the capabilities of modern ERP systems and industry best practices. ✓ Advise the City on implementation challenges and opportunities. ✓ Conduct post-workshop clarification discussions as needed.
b. Process Analysis	• **Process Observations and Opportunities** – conduct as-is business process analysis based on the information gathered during the Workshops and SoftResources' experience with ERP software to: o Understand the challenges with current processes and business policies that may be driving those processes, and identify recommendations focused on improving efficiencies and collaboration of information and data at the City. o Consider organizational configuration, systems, people (e.g., roles and responsibilities), policies, and processes and make recommendations in narrative format for future state that may be improved with modern ERP software. o Identify workflows, business processes, workarounds or manual processes for improvement opportunities. o Aggregate in table format the process observations and opportunities for improvement by module/function and develop the Business Process Observations and Opportunities for Improvement document. This documents the as-is ERP environment. Deliver to the City via email and discussion.
c. ERP Requirements Document	• **Define Requirements** – use the data gathered during the Discovery Workshops, review of documentation, our experience, and the outcome of the needs assessment and process analysis to identify

Phase 2 – ERP Needs Assessment	
	the To Be functional and technical requirements (250-400) specific to the City. These requirements consider future state business process and integration requirements. Create a Requirements Document that will be incorporated into an RFP for solicitation of vendor responses. Requirements will be categorized and ranked as Required, Important, Nice to Have, or Explore per City input. • **Finalize Key Requirements** – deliver the Requirements document via email to the City for review and discussion. The key requirements will provide the future state required and address current system gaps. SoftResources will edit with feedback, finalize, and return to the City for acceptance.
Deliverables	• **Discovery Workshop Schedule** • **Discovery Workshop Facilitation** • **Business Process Observations and Opportunities Document** • **ERP Requirements Document**

Phase 3 – Request for Proposal	
Objective	SoftResources will work with the City to develop one complete Request for Proposal (RFP) document for an integrated ERP solution. Note that some of the City's module footprint e.g., Permitting, Utility Billing, etc. may be met in a more robust best-of-breed solution but will be explored in the initial RFP for ERP software. If a second RFP is required SoftResources can work with the City to create an amendment to the current scope.
a. RFP for ERP Software	• **RFP Document** – develop an effective RFP document that will be used to solicit vendor responses. The RFP will include the modules in scope, business objectives, evaluation criteria, functional, technical, and integration requirements. It will also include instructions to vendors as to the format and content of their bid response including compliance to functional and technical requirements, implementation methodology, technology overview, deployment options, data conversion and migration methodology, training plan, ten-year total cost, resource availability, and general terms and conditions. • **RFP Discussion** – deliver the draft RFP to the City via email. Schedule and facilitate a review meeting with the City to review and finalize the RFP document and evaluation methodology. The RFP will comply with City Purchasing policies. The City will publish the RFP. We have built into the timeline four weeks for the RFP to be active for the

Phase 3 – Request for Proposal	
	solicitation process to ensure vendors have the required time to respond.
b. Vendor Outreach	• **Vendor Long List** - use our database of vendors and knowledge of the City's project goals and objectives to prepare a Long List of ERP vendors that includes contact information and that should be made aware of the City's RFP opportunity. Deliver the Vendor Long List to the City.
c. RFP Issuance	• **RFP Management** – The City will issue the RFP for ERP Software according to their Purchasing requirements. SoftResources will notify the vendors on the Long List of the opportunity, work with the City to facilitate a Vendor Pre-Bid Meeting as needed, assist with developing addenda, and liaise between the City and the vendors.
Deliverables	• **RFP Document** • **Vendor Long List** • **RFP Management**

Phase 4 – Vendor Selection	
Objective	SoftResources will employ our time-proven selection methodology to vet the vendors and their proposals. Findings will be presented to the City for each step of analysis to facilitate vendor evaluation and collaborate with the City Evaluation Team. The City will make an informed software decision.
a. Vendor Analysis	• **Initial Review** – the City will receive vendor bids and provide a copy of each to SoftResources. SoftResources will conduct an initial review of the proposals to determine nonresponsive bids. We will consider the following in our review: ✓ RFP process compliance ✓ Relevant vendor experience ✓ Functional and technical fit to key requirements ✓ Total cost ✓ City-specific evaluation criteria • **Fit Analysis** – conduct a comprehensive and comparative review of the vendor proposals as follows: ✓ Review vendor responses to functional and technical requirements. ✓ Assess vendor viability and future strategies. ✓ Assess the implementation strategy and team. ✓ Identify a short list of recommended vendors.

Phase 4 – Vendor Selection	
	✓ Evaluate the total cost investment required for software, implementation, and software maintenance. • **Short List Comparison Chart** – create a Short List Comparison Chart that details the fit analysis of the shortlisted vendor responses to the RFP for the final vendor recommendations as compared to the Key Requirements. Deliver the Chart to the City via email for review and discussion. • **Vendor Analysis Report** – prepare a Vendor Analysis Report summarizing the results of the vendor review including high level gap analysis, key strengths and challenges, and a ten-year cost review for software, services, and implementation based on vendor responses. Deliver to the City via email, present the report to the City and answer questions about the analysis to date. The City will determine the short list of vendor candidates to invite to the software demos.
b. Software Demos	• **Demo Script** – develop a custom Demo Script that will define the specific timeline and content to be reviewed during software demos. This Demo Script will focus the vendors to demonstrate their solution based on the City's required functionality. Deliver the Demo Script to the City for review and input. SoftResources will edit with feedback, finalize, and return to the City for acceptance. The City will issue the Demo Script to the vendors. • **Demo Planning** – collaborate with the City to set up and schedule the software demos with the shortlisted vendors. At this time, we estimate three two-day demos. Work with the City to ensure enough time is allocated to the software demo process. Prior to the software demos, we will conduct pre-demo calls with each vendor to ensure they are prepared and all questions are addressed. We have built into the timeline four weeks for vendors to schedule resources and prepare for the demos. • **Demo Feedback Form** – prepare the Demo Feedback Form that will be provided to the City demo attendees to record feedback and rankings for each demo session attended. • **Facilitate Demos** – attend and facilitate software demos, leverage our experience on the City's behalf, manage vendor adherence to the Demo Script, manage staff questions, manage Demo Feedback forms, document questions, and follow up items. • **Demo Wrap Up Meeting** – at the completion of the demos conduct a Demo Wrap Up Meeting to review demo feedback, assist the City to determine one to two finalists, identify key areas to evaluate through due diligence that will support the final decision process.

Phase 4 – Vendor Selection	
c. Software Decision	• **Vendor Management** – continue to manage vendor communications and questions, complete follow up tasks, and continue to liaise with the vendors as the City moves through the final decision-making process. • **Due Diligence** – Advise the City as they conduct follow up due diligence activities which may include: o *Reference Checks* – advise the City as they conduct reference checks for the finalist vendors. Provide a set of questions and criteria for the City to consider during the reference due diligence process. o *Due Diligence Demos* – assist the City with the follow up Demos with finalist vendors to review specific topics or evaluate functionality in more depth to support the final decision process. o *Decision Support Activities* – conduct follow up meetings, scoping discussions, implementation assumptions, planning, calls, etc. to support the City to make the decision. • **Final Decision Meeting** – assist the City with preparations for and participate in the final decision meeting. Guide and lead the City Project Team through the Final Decision meeting. The City will make the final decision and identify the vendor for award.
Deliverables	• **Short List Comparison Chart** • **Vendor Analysis Report** • **Demo Script** • **Demo Feedback Form** • **Demo Facilitation** • **Wrap Up Meeting** • **Due Diligence**

Phase 5 – Contact Negotiation	
Objective	SoftResources will assist the City to review and negotiate a performance-based contract with the final selected ERP vendor.
a. Vendor Contract	• **Contract Documents** – assist the City with review of the vendor contract package with the finalist vendor. SoftResources will: o *SoftResources Review* – review vendor contract documents from a business perspective and provide review comments and redline edits to the documents. This review includes the software license, subscription pricing, terms and conditions, and discussion points. We recommend the City's legal counsel also review the documents.

Phase 5 – Contact Negotiation	
	o *Client Review* – discuss and address questions on the review comments and redline edits with the City via web conference. o *Vendor Review* – participate with the City in vendor calls to negotiate, review, and resolve the Contract package redline edits and review comments.
b. Vendor Statement of Work (SOW)	• **<u>Vendor SOW</u>** – It is critically important that the City review and finalize the SOW document as part of the contract finalization process. The SOW ensures there is a clear understanding for the implementation of the selected solution including methodology, roles, assignments, and timeline. SoftResources will review the Statement of Work for the finalist vendor including the following: o *SoftResources Review* – review the vendor's SOW for implementation and provide review comments and redline edits for the SOW. o *Client Review* – discuss and address questions regarding the review comments and redline edits with the City via web conference. o *Vendor Review* – participate with the City in vendor calls to negotiate, review, and resolve the SOW redline edits and review comments.
Deliverables	• **Contract – Review Comments and Redline Edits** • **SOW –Review Comments and Redline Edits** • **Vendor Contract Review Calls**

Phase 6 – Implementation Services	
Objective	SoftResources will support the City with the implementation of the new ERP solution. The following lists typical services we provide to our clients during implementation. We will work with the City to determine the best fit to augment City resources for the project. Based on experience, the services we provide will vary as we progress through implementation. We will flex our services to directly support the City. Our goal in providing implementation services includes: • Plan and monitor project progress • Vendor management and liaison • Co-manage project time, scope, quality, and budget • Augment client's implementation team
a. Project Charter	• Assist with the development of the Project Charter that outlines the purpose and goals of the project and will be used as the governing document for the life of the implementation of the software.

Phase 6 – Implementation Services	
	• The Project Charter establishes a clear vision for the project.
b. Project Plan and Timeline	• Review the vendor's implementation Project Plan that defines tasks, assigns responsibilities, dates, milestones, and deliverables. • Help to ensure all tasks required for the project are included in the Plan with start and end dates. • Assist with internal resource assignment and planning as needed. • Monitor project progression according to the Project Plan with a vision towards completed, current and upcoming or future tasks.
c. Task Management	• Participate in the coordination and oversight of tasks for adherence to the project plan and timeline. • Work with the City Project Manager to ensure staff are updated on current and upcoming tasks. • Document and monitor internal Action Items as needed to augment the Project Plan.
d. Communication Plan	• Develop a Communication Plan that defines the elements of communication for the project. The Plan outlines the who, what, where, when, and how of communication across the organization.
e. Change Management	• Identify the organizational change management required for the implementation. • Develop a Change Management Plan. • Our staff is certified in the Prosci ADKAR methodology.
f. Risk Management Plan	• Develop a Risk Management Plan that defines potential risks for the project, assigns a risk owner, and outlines the plan to address the risk should it arise. Vendors typically create this Plan as part of project initiation.
g. Budget vs. Actual Reports	• Review project budget vs. actual reports provided by the vendor and reconcile to the City records. It will be important to manage project costs to the signed contract. The reporting should provide the investment to date and estimate costs to complete the project to ensure a project is within the intended budget.
h. Change Orders	• Review Project Change Orders initiated by the vendor to ensure they are in line with the City's expectations. Ensure Change Orders include the proper documentation and justification for any added services or software required beyond the original contract.
i. Project Team Status Meetings	• Coordinate, schedule, and participate in implementation planning meetings with the City Project Team and Vendor Implementation Team. The meetings are used to review the status of the project including past, current, and future tasks, activities, and deliverables.

Phase 6 – Implementation Services	
j. Vendor Status Meeting	• Participate in regular status and ad hoc meetings as needed with Client and the Vendor's Implementation Project Management Team. • Status Meetings should discuss the current state of the project, a review of open tasks, completed tasks, current tasks, future tasks, issues, risks, client and vendor resources, and other planning activities as scheduled.
k. Executive Sponsor Liaison	• Support the City Project Manager with liaison and communication activities with the Executive Sponsor for the Project.
l. Discovery	• Participation in the Discovery sessions with the City and the Vendor. This is typically the first phase of a software implementation. During this process the vendor will provide training on the software and review of the best practices and functionality it can provide. The sessions will be used to review the current environment in scope across departments. We act as an objective guide to the information provided and the decisions made.
m. Design and Configuration	• Review of the Design document provided by the Vendor. The Design document will include the plan to configure the software to meet the City's specific requirements. This includes settings, interfaces, data conversion, forms, and reports.
n. Data Conversion	• Develop a Data Conversion Plan that defines the who, what, where, when and how of data conversion. • Monitor the Data Conversion Plan to ensure all activities are complete and documented.
o. Integration Plan	• Develop an Integration Plan that defines the required integrations to other business solutions. The Plan defines the who, what, when, where, and how of data integration.
p. Training Plan	• Develop a high-level Training Plan that defines the who, what, when, where, and how of training. That is who needs to be trained, what do they need to be trained on, what materials are required for training, when do they need to be trained, where will they be trained, and how will they be trained.
q. Testing	• Develop a Testing Plan that defines who needs to be trained, what topics are required, when will training happen, who will perform the training, and what training materials are required. • Provide oversite and guidance to the testing process including development of test scripts, staff assignments, documentation of issues, issue resolution, and other activities associated with data migration, software configuration, and acceptance.

Phase 6 – Implementation Services	
r. Go-Live Plan	• Develop a Go Live Plan that defines a cutover strategy for conversion. The plan includes tasks and activities required for the go live process.
s. Closeout	• Review the Project Plan with the City to ensure all tasks are completed. • Develop a Post Go Live plan to address all open items from implementation. • Participate in the Vendor's transition to support process for staff.

Project Timeline - Phases 1-5. SoftResources recommends the following timeline to complete Phase 1-5. We will work with the City to achieve this target; however, it will be dependent on the availability of City staff and vendor resources and may require adjustments to adapt to these schedules. A more detailed Project Plan and Timeline will be developed in Phase 1.

Phase and Tasks — Month	1	2	3	4	5	6	7
1. Project Initiation							
a. Project Launch							
b. Project Management Documents							
c. Project Control							
2. ERP Needs Assessment							
a. Discovery Workshops							
b. Process Analysis							
c. ERP Requirements Document							
3. Request for Proposal							
a. RFP for ERP Software							
b. Vendor Outreach							
c. RFP Issuance							
4. Vendor Selection							
a. Vendor Analysis							
b. Software Demos							
c. Software Decision							
5. Contract Negotiation							
a. Vendor Contract							
b. Vendor Statement of Work							

Phase 6 – Implementation Timeline Estimate. A typical implementation timeline is 18-24 months for the modules in scope. The timeline is directly impacted by the software selected as well as availability of City and vendor resources. Vendors will provide a recommended timeline based on their specific methodology.

Phase Quarter	1	2	3	4	5	6	7	8
6. Implementation Services								

6. Examples of Similar Work

SoftResources has provided four references for the City to contact to learn more about our approach and methodology, and our consulting team. These projects are within the last five years and Elaine Watson served as Project Manager, Pamela Ettien as Project Analyst, and Cherish Cruz led the Contract Negotiations. The services are similar to the City's project. Reference Questionnaires were completed by each reference and were sent directly to the City.

City of Hemet, California	
Contact	Tiffany Barnett, Accounting Manager
Address	445 East Florida Avenue, Hemet, CA 92543
Phone **Email**	951-765-2387 TBarnett@hemetca.gov
Project Title	Acquisition of an Enterprise Resource Planning Software System including Financials, Human Capital Management, Payroll, Utility Billing, Permitting and Planning, Code Enforcement, Business License, and Cashiering.
Summary of Services	**Modules** General Ledger, Budgeting, Purchasing, Accounts Payable, Accounts Receivable, Project and Grant Accounting, Capital Assets Cashiering/Cash Receipts, Utility Billing, Human Resources, Time and Attendance, Payroll, Business License, Reporting **Services** • Project Management – initiated project, developed and managed Project Plan and Risk Management Plan, assigned resources to tasks and activities, provided status updates and monitored through completion. • Requirements Analysis – facilitated Discovery Workshops to analyze current system environment, user requirements, business processes, goals and vision. Developed Key Functional and Technical Requirements document and Business Process Opportunities document, and process maps.

City of Hemet, California	
	• Business Case – report detailing needs analysis, gap analysis, module recommendation, project governance, chart of accounts, and system inventory. • Request for Proposal – developed RFP for ERP, built vendor Long List, supported RFP issuance and management activities. • Vendor Selection – performed fit analysis on received proposals for both ERP and Permitting vendors as compared to key requirements, developed demo scripts and currently facilitating demos for ERP vendors and Permitting vendors, then advise during due diligence and final decision. • Contract Review – will review and negotiate software contract package and implementation scope of work document. • Implementation Project Management – will provide implementation project management services as required.
Total Budget / Population	Fixed Fee for Software Assessment and Selection = $156,200 Please note we have had a request from the City to extend our services for Implementation Project Management. This has been final approved by City Council. Services will be billed on a Time and Materials basis. Population: 90,436

Town of Gilbert	
Contact	Leslie Giltner, Customer Services Manager
Address	90 E. Civic Center Drive, Gilbert, AZ 85296
Phone **Email**	480-503-6801 Leslie.Giltner@gilbertaz.gov
Project Title	Utility Billing Software Consulting Services
Summary of Services	**Modules** Customer Records, Customer Service, Service Requests and Service Orders, Utility Billing, Accounts Receivable and Cashiering, Queries and Reports **Services** • Project Management – project setup, project plan and schedule, managed and monitored project through completion. • Requirements Analysis – conducted onsite Discovery Workshops assessing current system environment and user needs, defined and developed key functional and technical requirements document. Gilbert was in-process of implementing new financials, HCM, and permitting solutions. • RFP – prepared the RFP and facilitated the RFP process. • Vendor Selection – reviewed vendor responses, conducted vendor fit analysis, assisted Gilbert to score bids, prepared and presented vendor

Town of Gilbert	
	findings, facilitated scripted demos, and supported due diligence and decision activities. • Contract Review – reviewed and provided input for contracts and vendor implementation statement of work and advised through negotiations. • Implementation Project Management – provided implementation project management services as requested for the implementation of the new UB/CIS software solution.
Total Budget/ Population	Fixed Fee for Software Selection = $55,125 Please note our services were extended to include Implementation Project Management billed on a Time and Materials basis for services required. Population 238,000

City of Renton	
Contact	Kristin Trivelas, Fiscal Services Director
Address	1055 S. Grady Way, Renton, WA 98057
Phone **Email**	425-430-6929 KTrivelas@rentonwa.gov
Project Title	ERP System Consulting Services
Summary of Services	**Modules** General Ledger, Purchasing and Contract Management, Accounts Payable, Accounts Receivables, Enterprise Cashiering, Project and Grant Accounting, Fixed Assets, Budgeting, Human Resources, Time and Attendance, Payroll **Services** • Project Management – developed project plan and schedule, assigned responsibilities and resources, and managed and monitored project. • Needs Assessment - facilitated cross-department Discovery Workshops to analyze current system environment, IT needs and vision, gather system/user requirements, review business processes. • Document Requirements – used the workshop notes and our experience to define and develop the Functional and Technical Requirements document specific to the City. • RFP – prepared RFP for ERP software and assisted through solicitation. • Future Vendor Selection – will perform fit analysis on returned vendor proposals, make a short list recommendation, develop demo script, and facilitate software demos. • Future Contract Review – will assist the City to review and negotiate a fair software contract and implementation statement of work development.
Total Budget/ Population	Fixed Fee for Assessment and Software Selection = $112,800. Please note we have had a recent request from the City to extend our services for Implementation Project Management. This has not been final

City of Renton	
	approved by the City Council. Services will be billed on a Time and Materials basis. Population: 105,179

City of Charleston	
Name	Andy Wood, Finance Director
Address	501 Virginia Street East, Charleston, WV 25301
Phone/Email	304-348-8048 Andy.Wood@cityofcharleston.org
Project Title	Selection of New ERP Software
Summary of Services	**Modules** General Ledger, Budgeting, Project and Grant Accounting, Purchasing, Accounts Payable, Accounts Receivable, Fixed Assets, Reporting, Human Resources, Payroll, Land Management, Permitting, Inspections, Code Enforcement, Business Licensing and Registration, Taxes and Fees **Services** • Project Management – Project set up and launch, assigned responsibilities and resources, developed project management documents, and managed, monitored, and reported per project plan. • Needs Assessment – facilitated interactive Discovery Workshops with staff to analyze the existing ERP environment, technology, user requirements, and business processes. Developed functional and technical requirements and process improvement opportunities documents. • Request for Proposal – prepared RFP for ERP software, supported RFP solicitation and management activities. • Vendor Selection – reviewed vendor bids, performed fit analysis, delivered a vendor analysis report and short list recommendation, facilitated scripted demos, advised through due diligence and final decision. • Contract Review – reviewed and provided input for contracts and vendor implementation statement of work and advised through negotiations. • Implementation Project Management – will provide implementation project management for the implementation of new ERP software – initializing now.
Total Budget / Population	Fixed Fee for Software Selection = $78,400. Please note we have had a recent request from the City to extend our services for Implementation Project Management. This has not been final approved by City Council. Services will be billed on a Time and Materials basis. Population: 48,000

Samples. Sample deliverables are provided as requested in the City's RFP for a Project Plan, Project Status Report, and Communication Plan (not included in total page count). Please note other samples can be provided upon request.

CUSTOMER NAME Communication Plan

Communication is critical to the success of a project. The following communication matrix identifies the different types of communication to be utilized during the lifecycle of the project.

Communication	Delivery	Frequency	Responsible	Participants
PMO Status Update	• Virtual Meeting Input: Issues & Risks, Project Schedule, Project Management Plan, Team Status Reports	• Weekly	Names	Project Manager
Project Status Updates	• Virtual Meeting Input: That week's PMO Status Update	• Bi-Weekly	Names	Deputy Sponsors
Project Team Updates	• Email	• Monthly	Names	Deputy Sponsors PIT Leads
Issue and Risk Review	• Virtual Meeting Input: RAID Register	• Monthly	Names	Project Manager
Steering Committee Updates	• Virtual Meeting Input: RAID Register, Project Schedule, PMP, PMO Status Reports	• Every 4 Weeks	Names	Executive Sponsors Deputy Sponsors Technical Lead
County Staff Updates	• Virtual Meeting • Report • Email Input: Steering Committee Updates, RAID, Project Schedule	• Quarterly	Names	Countywide ITC Subcommittee



City of ABC
Enterprise Resource Planning (ERP)
Software Selection Consulting Services

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Overview

This ERP software consulting services Project Plan includes the projected timeline and an outline of each phase of the timeline. The outline consists of a brief description of the phase, expected responsibilities of the City of Generic (City) and SoftResources' core teams, and the associated deliverables. It is intended to be a high-level guide to completing the selection project within the timeframe specified in SoftResources' engagement. The timeline may be modified as the project progresses.

Project Timeline

Phase	Activity	Dates	Status	2021

Overview

The following timeline has been created to manage and direct the overall project. This timeline may be modified as the project progresses.

	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023
1. Project Planning										
a. Initiate Project										
b. Manage Project										
2. ERP Needs Assessment										
a. Discovery Workshops										
b. Document Requirements										
3. Request for Proposal										
a. RFP for ERP Software										
b. Vendor Outreach										
c. RFP Issuance										
4. Vendor Selection										
a. Vendor Proposal Analysis										
b. Software Demos										
c. Software Decision										
5. Contract Review										
a. Vendor Contract										
b. Vendor SOW										

Project Outline

Overview

The following summarizes the Tasks for each Activity identified in the Project Timeline above.

Phase 1 – Project Planning

Activity - Tasks	Description
a. Initiate Project	**Work with the City to initiate the Project.**
Tasks: SoftResources	▪ Conduct introductory conference call ▪ Review Statement of Work and Deliverables ▪ Review project scope ▪ Discuss high level timeline ▪ Request sample documents ▪ Discuss roles, objectives and project governance ▪ Identify Workshop dates ▪ Create Project Plan
Tasks: City	▪ Participate in introductory conference call ▪ Review Statement of Work and Deliverables ▪ Review Project scope ▪ Discuss high level timeline ▪ Provide sample documents ▪ Identify Workshop dates ▪ Review Project Plan
Deliverables	▪ *Introductory conference call* ▪ *Project Plan*
b. Manage Project	**Manage the project to ensure it is on time, on budget, and within scope.**
Work: SoftResources	▪ Work with the City to manage project, resources, tasks, and deliverables ▪ Provide regular status updates to the project team
Work: City	▪ Work with SoftResources to manage the project ▪ Review and approve deliverables
Deliverables	▪ *Status Updates*

Project Outline

Phase 2 – ERP Needs Assessment

Activity - Tasks	Description
a. Discovery Workshops	**Plan, schedule, and conduct Discovery Workshops.**
Work: SoftResources	▪ Create a draft schedule for Discovery Workshops ▪ Create a Discovery Workshop Invitation Memo ▪ Review supporting documentation provided by the City ▪ Finalize Discovery Workshop schedule and calendar ▪ Facilitate 3 days of online Discovery Workshops ▪ Facilitate follow up discussions if required
Work: City	▪ Review and approve Discovery Workshop schedule ▪ Review and approve Discovery Workshop Invitation Memo ▪ Identify Discovery Workshop participants ▪ Issue staff invites for Discovery Workshops ▪ Participate in Discovery Workshops ▪ Coordinate required follow up Discovery Workshop sessions
Deliverables	▪ *Workshop Schedule* ▪ *Workshop Invitation Memo*
b. Document Requirements	**Definition of Key Requirements Document.**
Work: SoftResources	▪ Identify and document Key Functional and Technical requirements for the City's ERP solution ▪ Issue draft Key Requirements document to the City for review ▪ Collect City feedback and review comments ▪ Finalize Key Requirements
Work: City	▪ Review and provide feedback on Key Requirements ▪ Approve final draft of Key Requirements
Deliverables	▪ *ERP Key Requirements*

Project Outline

Phase 3 – Request for Proposal (RFP)

Activity - Tasks	Description
a. RFP for ERP Software	**Create an RFP for ERP Software to solicit vendor proposals.**
Work: SoftResources	▪ Develop an RFP for ERP software ▪ Finalize RFP for distribution
Work: City	▪ Provide procurement guidelines for RFP draft ▪ Review and approve the RFP
Deliverables	▪ *RFP for ERP Software*
b. Vendor Outreach	**Identification Vendor Long list for RFP solicitation.**
Work: SoftResources	▪ Create Vendor Long List for ERP software
Work: City	▪ Review and approve the Vendor Long List
Deliverables	▪ *ERP Vendor Long List*
c. RFP Issuance	**RFP Issuance and Management.**
Work: SoftResources	▪ Notify Vendors on Long List ▪ Facilitate/assist the City with answering vendor questions
Work: City	▪ Issue and promote RFP ▪ Participate with SoftResources to answer vendor questions ▪ Manage RFP submittal documents received from Vendors ▪ Track Vendor RFP responses to proposal due date ▪ Manage Addendums to the RFP
Deliverables	▪ *RFP Management* ▪ *Vendor Questions and Answers*

Project Outline

Phase 4 – Vendor Selection

Activity - Tasks	Description
a. Vendor Proposal Analysis	**Review Vendor RFP responses for completeness, fit, and compliance.**
Work: SoftResources	▪ Review Vendor RFP's for completeness ▪ Create Requirements comparison chart for all vendors ▪ Fit/gap review of Requirements ▪ Pricing review ▪ Vendor follow up communication ▪ Create Vendor Analysis Report ▪ Present Vendor Analysis Report to City Project Team ▪ Facilitate City Project Team scoring ▪ Create Short List Comparison Chart - Requirements
Work: City	▪ Establish RFP Review Committee ▪ Review proposal compliance to procurement guidelines ▪ Review vendor proposals ▪ Participate in presentation of Vendor Analysis Report ▪ Participate in project team scoring ▪ Identify vendor finalists to be elevated to software demo process
Deliverables	▪ *Vendor Requirements Comparison Chart* ▪ *Vendor Analysis Report* ▪ *Vendor Analysis Report Presentation* ▪ *Scoring Facilitation* ▪ *Short List Comparison Chart - Requirements*
b. Software Demos	**Prepare a Demo Script and Request for Demo Letter; facilitate vendor demos.**
Work: SoftResources	▪ Create an ERP Demo Script draft ▪ Deliver ERP Demo Script draft to the City ▪ Collect City review comments for the Demo Script ▪ Finalize the Demo Script ▪ Create a Request for Demo Letter Template ▪ Deliver Request for Demo Letter Template to the City ▪ Collaborate with the City for software demo dates ▪ Collaborate with the City for demo scoring process

Project Outline

	▪ Draft Demo Feedback Report Template ▪ Facilitate software demos ▪ Facilitate software demo wrap up meetings
Work: City	▪ Review Demo Script and provide feedback ▪ Review and finalist Request for Demo Letter ▪ Review and approve final version of the Demo Script ▪ Collaborate with SoftResources for software demo dates ▪ Collaborate with SoftResources for demo scoring process ▪ Review and approve Demo Feedback Report form ▪ Issue Request for Demo Letter and Demo Script to finalist vendors ▪ Schedule City staff for software demos ▪ Participate in software demos ▪ Participate in software demo wrap up meetings
Deliverables	▪ *Software Demo Script* ▪ *Request for Demo Letter Template* ▪ *Demo Report Template* ▪ *Demo Facilitation* ▪ *Demo Wrap Up Meeting*
c. **Software Decision**	**Advise the City through the process of review and selection of a finalist vendor.**
Work: SoftResources	▪ Vendor management and communications ▪ Provide Reference Check Template ▪ Advise City through due diligence activities – references, follow up demos ▪ Facilitate Final Decision meeting
Work: City	▪ Review and finalize Reference Check Template ▪ Perform Reference Check activities ▪ Work with SoftResources to determine follow-up demo items ▪ Participate in follow up demos ▪ Conduct other due diligence activities ▪ Make final vendor decision
Deliverables	▪ *Due Diligence Guidance* ▪ *Reference Check Template* ▪ *Facilitate Final Decision Meeting*

Project Outline

Phase 5 – Contract Review

Activity - Tasks	Description
a. Vendor Contract	**Review Vendor Contracts.**
Work: SoftResources	▪ Review Contract documents ▪ Provide Contract redline edits and review comments ▪ Advise on negotiation of terms, conditions, pricing ▪ Review redline edits and review comments with vendors ▪ Assist City with final terms, conditions, and pricing
Work: City	▪ Review redline edits and review comments provided by SoftResources ▪ Provide legal counsel review of Contract documents ▪ Finalize redline edits and review comments ▪ Submit Contract draft to vendor ▪ Review redline edits and review comments with vendors ▪ Negotiate final terms, conditions, and pricing
Deliverables	▪ *Contract Redlined and review comments*
b. Vendor Statement of Work (SOW)	**Review Vendor SOW for Software Implementation Services.**
Work: SoftResources	▪ Review Vendor SOW ▪ Provide SOW redline edits and review comments ▪ Advise the City through the negotiation process ▪ Review redline edits and review comments with vendor
Work: City	▪ Review SOW redline edits and review comments provided by SoftResources ▪ Provide legal counsel review of SOW if required ▪ Finalize redline edits and review comments ▪ Submit SOW draft to vendor ▪ Review redline edits and review comments with vendors ▪ Finalize the Statement of Work
Deliverables	▪ *SOW – Redlined and review comments.*

Contact List

City of Generic	SoftResources
Project Sponsor	Project Director
Project Sponsor	Project Manager

City of XYZ
Status Report - REDACTED

November xx, 2022

Attendees

Names of attendees

Agenda

1. Project Snapshot
2. Key Activities Completed This Period
3. Key Activities Planned Next Period
4. Discussion/Decision Topics

Project Snapshot

Item	Status	Comments
Schedule	Y	Workshops have been completed as scheduled, most homework completed, many tasks “overdue” on weekly status report with Tyler.
Budget	G	Project appears to be on budget. Monitoring actual invoices to budget.
Scope	G	Project appears to be within scope. Change order in process for ABC implemnetaiotn.
Quality	G	Project quality appears to be in check. Workshops in November and December should provide more confirmation on this. Key question – does staff have enough training/information to make decisions about how ABC Software should be configured?
City Resources	G	City resources, completing most homework, and have been available and are attending sessions. Caution would be to manage “Overdue” tasks.
Tyler Resources	Y	Some frusartion with XXX resources. Avaialblity, illness, quality, inconsistencies. Working with XXX PM as issues arise.

Key Activities Completed

Activity	Comments	Dates
Project kikcoff and planning	XXX resources onsite. High levek off for project.	July 2022
Module workbooks	City staff completed the tab that documented the “As Is” environment at the City.	July to August 2022
Fundamentals workshops	Worshops completed by xxxx. High level overview of the ABC Software solution. Most workshops were onsite. Remote sessions were used for a few topics.	August 2022
Analysis workshops	Workshops comleted by xxxx. Reviewed ABC Software solution and worked through. Most workshops were onsite. Remote sessions were used for a few topics.	September to October 2022
COA development	xxxx have completed multiple sessions with xxxx of XXX to develop COA for the City. All sessions were remote.	August-Present

Key Activities Planned

Activity	Comments	Dates
Configuration and Power User Training workshops	REDACTED	
Power User Process Training Workshops		

Discussion/Decision Topics

Topic	Comments	Decision
Configuraiton of IWA	Single entity? Bank accounts? 1099s? W2s?	REDACTED
Vendor self-service	Vendor updates to master file information	
EProcurement	Shopping cart functionality - listed as optional	
Asset Management	What does legacy system provide …	
Desktop Scanners	To scan documents into ABC Software.	
Asset Tag Printer	For Fixed Assets.	
Inventory Module	Do we need this for meter inventory?	
TCM Lable Printers	To print labels that are attached to AP invoices.	
Interim Interfaces	To address phase in of HCM and UB.	
Employee Expense Module	Confirm this is necessary and useful.	

7. Resumes of Key Personnel



ELAINE WATSON, CPA, MBA

Principal

KEY QUALIFICATIONS

- Cofounder with 30+ successful years leading software selection and implementation projects.
- Leads SoftResources' Government Software Selection and Implementation Practice.
- Thought leadership and development of focused software selection methodology.
- Software evaluation expert analyzing Financial, ERP, EAM, Permitting, Timekeeping and Scheduling, HCM, Utility Billing, and other enterprise software.

EDUCATION & CERTIFICATIONS

- Master of Business Administration
- Bachelor of Arts – Business Administration
- Certified Public Accountant
- GFOA Project Management
- PMI Project Management Member
- Prosci Certified Change Practitioner

PROFESSIONAL AFFILIATIONS

- Washington Society of Certified Public Accountants
- GFOA, CSMFO, WFOA, AICPA Conferences exhibitor and speaker
- Project Management Institute Member (PMI)

SUMMARY OF QUALIFICATIONS

Elaine is Principal and Cofounder of SoftResources with over 30 years of professional consulting experience. She manages SoftResources' Public Sector Software Selection and Implementation practice and has led hundreds of software evaluation and implementation projects. As a CPA, Elaine brings experience in managing and directing financial departments in a variety of functional areas. She is ADKAR Certified in change management, has extensive project management training, and specializes in helping each client find the right solution.

SKILLS AND EXPERTISE

Evaluating Vendor Software
Elaine brings decades of experience evaluating the vendor software market. She expertly leads, collaborates, and communicates technical terms in a way that her clients can understand and make informed software decisions to support their business needs. Elaine pioneered SoftResources' methodology to increase her client's success in transitioning from outdated software to modernized systems.

Assessment, Selection, and Implementation Practice
Elaine leads SoftResources' Software Selection and Implementation practice for Local Government. She is an expert with system assessment, software selection, implementation partner selection, contract negotiation, and implementation project management on her client's behalf. She has excellent management and business skills.

Subject Matter Expertise

- Financial accounting including General Ledger, Purchasing, Accounts Payable, Budget, Accounts Receivable, Cashiering, Capital Assets, Asset Management
- Human Resources, Time and Attendance, Payroll
- Permitting and Land Management, Utility Billing and more
- Process improvement review and analysis
- Instrumental in development of software selection methodology used by SoftResources
- Selection and implementation of ERP software
- ERP Implementation Project Management

Project Management | Public Sector | ERP Strategy | Process Improvement

SAMPLE CLIENTS SELECTED FROM 30+ YEARS OF EXPERIENCE

Hemet CA	Gresham OR	Kirkland WA
Charleston WV	Santa Clarita CA	Newark CA
Clearwater FL	Temecula CA	Elk Grove CA
Champaign IL	Poulsbo WA	Indio CA
Gilbert AZ - CIS	Washougal WA	Brentwood CA



PAMELA ETTIEN
Director

SUMMARY OF QUALIFICATIONS

Pamela is a Director at SoftResources with over 26 years of professional consulting experience and accounting experience. She has worked with hundreds of Governments, Commercial and Nonprofit organizations to successfully assess and select enterprise business software. She specializes in documenting requirements, business process reengineering, and in selecting enterprise software. As a Prosci Certified Change Management Practitioner, Pamela expertly guides personnel change. She is a skilled presenter of knowledge, with strong people skills, and specializes in helpin each client find the right solution specific to their needs.

KEY QUALIFICATIONS

- Director at SoftResources with 26 successful years providing software selection and implementation services.
- Thought leadership on documenting requirements, RFP writing, business process analysis, and demo script development.
- Software evaluation expert analyzing Financial, ERP, Budgeting, Human Resource and Payroll, Time and Attendance, Utility Billing, EAM, Permitting, Cashiering, and other municipal focused solutions.
- Implementation coordinator – Enterprise Training roll-out.

EDUCATION & CERTIFICATIONS

- Associate of Arts – Highline Community College
- Accounting Degree - Clover Park College
- Prosci Change Management Certification

PROFESSIONAL AFFILIATIONS

- Presenter at government conferences on technology and software selection
- WFOA and CSMFO Conference exhibitor and presenter
- Presenter at SoftWorld tradeshows on software market and selection

SKILLS AND EXPERTISE

Software Evaluation Expertise
Pamela possesses a breadth of knowledge of the software market gaine over her 26 years evaluating software continuously to determine the best fit for her clients' business needs. She is a detailed, meticulous researcher who values her clients' success with digital transformation. Pamela's software expertise includes evaluating Enterprise Resource Planning, Financial, Human Capital Management, Utility Billing, and more.

Software Selection Expertise
Pamela is an expert using SoftResources' proprietary methodology performing system assessment, software selection, implementation partne selection, contract review, and implementation services for hundreds of projects on her client's behalf nationwide.

Subject Matter Expertise
- Background in accounting.
- Knowledge of core financials, human resources, payroll, purchasing, utility billing, asset management, budget, reporting and more.
- Works with all levels of personnel across all departments to collaborat on the how, what, where, and why of business software use.
- Expertise documenting technical and functional requirements and business processes.
- Using SoftResources' methodology to assess and select ERP software.
- Leading change management and preparing for implementation.

Project Management | Public Sector | Software Analysis | Change Management

SAMPLE CLIENTS SELECTED FROM 26 YEARS OF EXPERIENCE

Port Angeles WA	Gresham OR	Kikrland WA
Charleston WV	Santa Clarita CA	Capitola CA
Clearwater FL	Temecula CA	Newark CA
Champaign IL	Poulsbo WA	Brentwood CA
Gilbert AZ - CIS	Washougal WA	Bellevue WA



CHERISH CRUZ, MBA

Director

KEY QUALIFICATIONS

- Director at SoftResources with 20 successful years providing software evaluation and implementation services.
- Thought leadership on contract review and negotiations with vendor contracts, SLAs, and implementation SOW.
- Implementation Project Manager expertise assisting clients with system implementation.
- Experienced evaluator of ERP, HR/Payroll, Workforce Scheduling, EAM, Permitting, Parks and Rec, Utility Billing, Cashiering, and other enterprise software solutions.

EDUCATION & CERTIFICATIONS

- Master of Business Administration City University
- Bachelor of Arts – Business Communications and Education City University
- Minor in Japanese, University of Washington
- Prosci Change Management Certification

PROFESSIONAL AFFILIATIONS

- Presenter at government conferences on technology and software selection
- GFOA and WFOA Conferences exhibitor

SUMMARY OF QUALIFICATIONS

Cherish is a Director at SoftResources with over 20 years of professional consulting experience providing software consulting services along with relevant prior software implementation experience. She leads SoftResources' Contract Review and Negotiation Practice and has provided this service to many clients. She is a Prosci Certified Change Management Practitioner and specializes in helping each client find and implement the right software solution. She has led hundreds of software evaluation and implementation projects.

SKILLS AND EXPERTISE

Software Selection
Cherish brings two decades of experience evaluating vendors and software on a daily basis for Enterprise Resource Planning, Financials, Human Resources, Payroll, Permitting, Enterprise Asset and more. She is knowledgeable and an expert with both integrated ERP and disparate standalone solutions. Cherish brings value to her clients using SoftResources' methodology to successfully assess, select and implement technology that improves business efficiency.

Contract Review and Negotiation Practice
Cherish leads the Contract and Statement of Work Review and Negotiation practice at SoftResources. Her expertise and knowledge has helped numerous clients to negotiate contracts that protect their software investment. Cherish values negotiating fair terms and conditions and working as liaison between her clients and vendor representatives for a win-win relationship between parties.

Subject Matter Expertise

- Project manager with excellent technical knowledge, and strong leadership, organizational, people, and communication skills.
- Implementing change management and adoption strategies.
- Leading software modernization projects for public, private and nonprofit market sectors.
- Identifying and prioritizing functional and technical requirements.
- Advising business process redesign during the implementation of ERP, Permitting, HR/Payroll, and CIS solutions.
- Negotiating software contracts with a client focus in mind.

Project Management | Public Sector | Contract Negotiation | Change Management

SAMPLE CLIENTS SELECTED FROM 20 YEARS OF EXPERIENCE

Pasadena CA	Merriam KS	Brookfield WI
Roseville CA	Lauderhill FL	Toppenish WA
Mill Valley CA	Dearborn MI	Boise ID
Temecula CA	Vancouver WA	Labrador City NL
Hemet CA	Port Angeles WA	Truckee Meadows Water NV

8. Other

SoftResources has no additional information to include.

9. Attachments

- **Appendix C-1 – Proposal Form**
- **Appendix C-2 Exceptions to Contract Documents**
- **Appendix C-3 – Price Proposal** – This form is provided in a separately sealed envelope.
- **Signed Addendum No. 1**
- **Appendix C-4 – Past Performance Questionnaire** – submitted separately by our references

CITY OF SEDONA

Appendix C-1

PROPOSAL FORM

RFP No. 2023/24-001
Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

Legal Name of Proposer/Firm: SoftResources LLC

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

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System
RFP No. 2023/24-001

The Proposer certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addenda thereto; that he/she is submitting the proposal in strict accordance with the Instructions and Conditions; and that he/she has carefully reviewed the accuracy of all attachments to this request for proposals.

The Proposer certifies that he/she has examined the request for proposals documents thoroughly, including addenda numbers No. 1, _____, _____, and _____, which are on file at the Procurement Office of the City of Sedona, located at 102 Roadrunner Drive, Building 106, Sedona, Arizona 86336, has studied and carefully correlated proposer's observations with the request for proposals documents and all other matters which can in any way affect the work.

The Proposer agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the proposer for ninety (90) calendar days from the RFP Deadline. If awarded the contract, the proposer agrees to execute and deliver to the City within ten (10) calendar days after receipt of the City's Notice of Intent to Award, the applicable Contract form, certificates of insurance, and bonds (if required).

The Proposer understands that the City reserves the right to reject this proposal and that this proposal shall remain open and may not be withdrawn for a period of ninety (90) calendar days after the RFP Deadline.

The Proposer understands and agrees that if the City issues a Notice of Intent to Award to the Proposer within the time the proposal is required to remain open, the Proposer will execute and deliver to the City a contract in the form attached hereto within ten (10) calendar days after receipt of said notification of award. No work shall be performed until an executed contract and certificates of insurance are received by the City.

If the proposer to whom the Notice of Intent to Award is given fails or refuses to return executed copies of the Contract and required Certificates of Insurance within ten (10) calendar days from the date of receiving the Notice of Intent to Award, the successful proposer shall be deemed to be in default and the City may award the contract to the next proposer providing the best value to the City.

(Signatures to follow on next page.)

The undersigned hereby declares that Proposer has read, understands, and will fully and faithfully comply with the Contract Documents. The Proposer certifies that the prices offered were independently developed without consultation with any other Proposer or potential Proposers.



Signature of Authorized Representative

August 14, 2023
Date

Spencer Arnesen
Print Name

Principal
Title

Proposer's Address: 11411 NE 124th Street, Suite 270

Kirkland, WA 98034

Telephone Number: 425-216-4030

Email Address: sarnesen@softresources.com

CITY OF SEDONA

Appendix C-2

EXCEPTIONS TO CONTRACT DOCUMENTS

RFP No. 2023/24-001
Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

Legal Name of Proposer/Firm: SoftResources LLC

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

Exceptions:

2.A. Compensation - Delete: "Time and Materials" and replace with "Fixed Fee"

3. Ownership of Documents - Add the following: "Notwithstanding the above, Consultant retains ownership any tools, templates, and other documents that Consultant uses for many customers in the course of providing consulting services."

6. Indemnification - Add the following: "Notwithstanding the above for Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided by Consultant for the scope of work) total Professional Liability ONLY will be limited to the amount paid to Consultant by City for the scope of work."

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

CITY OF SEDONA

Appendix C-3

PRICE PROPOSAL

RFP No. 2023/24-001
Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

Legal Name of Proposer/Firm: SoftResources LLC

The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and "Appendix C-3, Price Proposal," clearly labeled on the outside of the envelope and submitted at the same time as the technical proposal.

Proposer shall provide an all-inclusive, not-to-exceed, Proposal Price that includes all labor, materials, and equipment necessary to complete the Project Management Services in accordance with the specifications and provisions contained in this RFP. Additional or supplementary services requested by the City shall be billed at the same Hourly Rates proposed below.

Key Personnel's Name	Role/Title	Est. Number of Hours	Hourly Rate	Extended Price
SELECTION			$	$
Elaine Watson, CPA	Project Manager / Principal	180	$ 210.00	$ 37,800.00
Pamela Ettien	Project Analyst / Director	231	$ 210.00	$ 48,510.00
Cherish Cruz	Contract Analyst / Director	64	$ 210.00	$ 13,440.00
			$	$
			$	$
IMPLEMENTATION			$	$
Elaine Watson, CPA	Implementation Project Manger / Principal	960	$ 225.00	$ 216,000.00
			$	$
			$	$
			Proposal Price	$ 315,750.00

Signature of Authorized Representative

August 14, 2023
Date

Spencer Arnesen, CPA
Print Name

Principal
Title

CITY COUNCIL AGENDA BILL

AB 2719
October 24, 2023
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Presentation/discussion on the status of the Community Plan update planning process.

Department	Community Development
Time to Present	5 Minutes
Total Time for Item	25 Minutes
Other Council Meetings	January 18, 2023, June 28, 2022, February 8, 2022, October 12, 2021
Exhibits	N/A

City Attorney Approval	Reviewed 10/16/23 KWC	**Expenditure Required**	
		$	N/A
City Manager's Recommendation	For presentation and discussion only.	**Amount Budgeted**	
		$	N/A
		Account No. (Description)	
		Finance Approval	☒

SUMMARY STATEMENT

The update to the Community Plan is now in the final phases of the planning process, with a goal of completion in March 2024. The next steps in the process includes the following:

1. November 2023:
   The Draft Plan will be available at the end of November. There will be a 60-day review period as required by the State of Arizona.
2. December 2023 – January 2024:
   This will be the review phase that includes public outreach (on-line and in-person), stakeholder agency reviews, Planning and Zoning Commission work sessions, and potentially a City Council work session.
3. February 2024:
   The Planning and Zoning Commission will hold a public hearing and forward a recommendation to City Council. This would be followed by City Council work sessions.
4. March 2024:
   A City Council public hearing will be March 12, 2024, with the goal of adopting a plan for the next ten years.

Background:

The Sedona Community Plan is the City's long-range, general land use plan required by state law (§9-461.05), which also requires general plans to be re-adopted or updated every 10 years. The plan must consist of a statement of community goals, development policies, and at a minimum, a land use and circulation element. Sedona's update plan will also include elements (chapters) for: Community, Housing, Economy and Tourism, Environment, and Sustainability and Resiliency.

Community Outreach

Community engagement is essential to the process of a ten-year update to the plan. The goals have been to help the community:

- understand the Community Plan's purpose, content, vision, and goals;
- understand the accomplishments from the last plan;
- identify the key issues facing Sedona now and into the next 10 years;
- provide feedback on the draft plan.

City-wide outreach began with a household survey in April 2022. Additional outreach methods in 2022 and 2023 included:

- City-wide survey mailed to households within city limits
- Citizen Work Group that met at least monthly from December 2021 to present
- Community Forums
- Community Workshops
- Virtual Listening and Learning Sessions
- Meetings with Spanish-speaking residents
- Partner meeting with agency and non-profit representatives
- Plan Sedona website (www.plansedona.com)

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

Although not applicable for this meeting, the update of the Community Plan will address sustainability.

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

Alternative(s): N/A

MOTION

I move to: for discussion/presentation only.