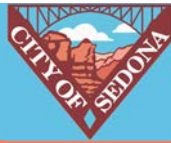


AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 11, 2025

NOTES:

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

www.SedonaAZ.gov

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

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

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

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

- a. Minutes - January 28, 2025 City Council Regular Meeting.

LINK TO DOCUMENT =



4. APPOINTMENTS - None

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

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- a. AB 3176 Public Hearing/discussion/possible action regarding the sale of property located at 401 Jordan Road to the Sedona Fire District in the appraised amount of \$2,230,000 and with a closing date of May 1, 2025.
- b. AB 3174 Discussion/possible direction regarding the interior renovation of the Ranger Station Barn.
- c. AB 3180 Discussion/possible direction regarding approval of amended scope of work for ADOH Housing Homeless Shelter & Services Fund contract for proposed Rental Assistance Program for individuals experiencing homelessness.
- d. AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.
- e. AB 3066 Discussion/possible action regarding future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

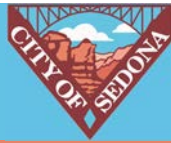
Posted: 02/03/25

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



Page 2, City Council Meeting Agenda Continued

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

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

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

**CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ**

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

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, January 28, 2025, 4:30 p.m.**

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

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

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Financial Services Barbara Whitehorn, Police Support Services Manager Erin Loeffler, Accounting Manager Renee Stanley, IT Director Chuck Hardy, Housing Manager Jeanne Blum, Community Development Director Steve Mertes, Executive Assistant to the Police Chief Jessica Bryson, Deputy Chief Dowell, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes-January 14, 2024 City Council Regular Meeting.**
- b. **Minutes-January 15, 2024 City Council Special Meeting.**
- c. **AB 3175 Approval of the Federal Transit Administration Title VI Plan.**
- d. **AB 3178 Approval of recommendation regarding an Interim Permit and new Series 11 Hotel/Motel Liquor License for Outbound Sedona, located at 1752 S HWY 179, Sedona, AZ (File # 23722215).**
- e. **AB 3183 Approval of recommendation regarding an Interim Permit and new Series 12 Restaurant, Liquor License for La Vecina, located at 321 N State Route 89A, Sedona, AZ (File # 23755882).**
- f. **AB 3185 Approval of a Permanent Sanitary Sewer Easement between the City of Sedona and the property owner of parcels 408-13-019D and 408-13-104 for \$1,759.**

Motion: Councilor Kinsella moved to approve consent items 3a-3f. **Seconded by Councilor Fultz. Vote:** Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

4. Appointments – None.

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

Mayor Jablow- Thanked Sedona Police Department for their efforts on Morgan Road. Commended Robert Weber, Transit Administrator, for his accomplishments and the development of the Sedona transit system and wished him the best in his retirement. The transit system was named the most productive rural transit system in the state. As of

January 19, 2025, over 911,592 boardings have been logged. Mayor Jablow was interviewed by Senator Mark Finchem and discussed the Emergency Housing Resolution related to short-term rentals, he attended the Local First Annual Graduation, met with Yavapai County District 3 Supervisor, Nikki Check regarding local issues.

Councilor Dunn- Gave update on progress on the following Greater Sedona Recreation Collaboration (GSRC) action teams. The Communication and Education Team is gathering information from all teams and signage, Route Planning Team (RATS), Education and Communication, Data Gathering and Monitoring Team is getting information on vehicle counts, and the Enterprise Team will release project management action items list for the Forest Service.

Councilor Furman- Gave update on the CP Watershed Partnership and Water Advisory Council's work. June 18, 2025 a regional group will discuss all things water, including status, policy and technology.

Andy Dickey- The League of American Bicyclist designated Sedona to be a Bicycle Friendly Community, the City maintained its silver level. Eleven cities in state receive this designation, three cities are at the gold level, four at the silver level and four at the bronze level. The renewal process occurs every four years.

Anette Spickard- The 2024 Community Report has been mailed. The City 2024 Accomplishments video will be coming soon.

6. Public Forum

Public Forum opened at 4:45 p.m.

Bill Noonan, Sedona, voiced his concerns and mistrust with the Catholic Charity Services, a 501(c)(3) organization, and requested Council not award a contract to the organization at the January 29, 2025 Council Meeting.

Closed Public Forum at 4:47 p.m.

7. Proclamations, Recognitions & Awards – None.

8. Regular Business

- a. AB 3173 Public Hearing/discussion/possible action regarding approval of a Request for Subdivision (Condominium Conversion) to create 60 separate condominium units (30 duplexes) on approximately 4.5 acres. (Navajo Lofts Project currently under construction). The subject property is zoned Commercial (CO) and is located at 10 Navajo Drive. APN: 408-24-536B. Case Number: PZ24-00004 (SUB) Applicant: MK Company (Keith Holben).**

Presentation by Cari Meyer.

Questions and comments from Council.

Keith Holben answered questions from Council.

Comments from Council.

Public Hearing opened at 5:04 p.m.

No comments were heard.

Closed the Public Hearing at 5:04 p.m.

Questions and comments from Council.

Motion: Councilor Fultz moved to approve the proposed Preliminary Plat as set forth in case number PZ24-00004 (SUB), Navajo Loft Condominium Plat, based on compliance with all ordinance requirements of LDC Section 8.3 and 8.5 and satisfaction of the Subdivision findings and applicable Land Development Code requirements as outlined in the Planning and Zoning Commission staff report, which staff report is hereby adopted as the findings of the City Council, and the attached conditions of approval. Seconded by Councilor Furman. Vote: Motion passed with five (5) in favor (Jablow, Dunn, Fultz, Furman, Pfaff) and one (1) opposed (Kinsella).

- b. AB 3163 Discussion/possible action regarding adoption of a Debt Management Policy for the City of Sedona.**

Presentation by Barbara Whitehorn.

Questions and comments from Council.

Motion: Councilor Fultz moved to adopt the Debt Management Policy of the City of Sedona, Arizona, effective January 28, 2025. Seconded by Councilor Kinsella. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- c. AB 3177 Discussion/possible action regarding approval of a Resolution awarding RFI No. 2022-23-007, Fiber Optic Network Partnership, to Allo Communications and to endorse Allo Communications as Sedona's preferred ISP for purposes of the BEAD subgrantee application process.**

Presentation by Chuck Hardy.

Questions and comments from Council.

Motion: Councilor Dunn moved to approve Resolution 2025-03, awarding RFI No. 2022-23-007, Fiber Optic Network Partnership, to Allo Communications conditioned upon Allo Communications selection by the State for one or more BEAD subgrants for the Sedona Project Areas, and to endorse Allo Communications as Sedona's preferred ISP for purposes of the BEAD subgrantee application process. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- d. AB 3165 Discussion/possible action regarding the approval of a Resolution adopting the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.**

Presentation by Chief Foley.

Questions and comments from Council.

Motion: Councilor Dunn moved to approve Resolution 2025-04, adopting the 2023

Yavapai County Multi-Jurisdictional Hazard Mitigation Plan. Seconded by Councilor Kinsella. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- e. AB 3182 Discussion/possible action regarding 1) Approval of acceptance of the FY25 Anti-Human Trafficking Grant awarded to the Police Department in the amount of \$76,800, and 2) Approve the Agreement between the Sedona Police Department and the State of Arizona through the Arizona Department of Public Safety (AZDPS) as the administrator of the grant funds.**

Presentation by Chief Foley and Erin Loeffler.

Questions and comments from Council.

Motion: Councilor Furman moved to approve the Agreement between the Sedona Police Department and the State of Arizona through the Arizona Department of Public Safety (AZDPS) for the acceptance and expenditure of the FY25 Anti-Human Trafficking Grant in the amount of \$76,800. Seconded by Councilor Kinsella. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- f. AB 3179 Discussion/possible action regarding the approval of a Resolution authorizing the City of Sedona to enter into a purchase agreement to acquire the property at 2411 W. State Rte. 89A in an amount not-to-exceed \$1,990,000 plus closing costs and authorization of possible budget transfer of funds of up to \$2,015,000.**

Presentation by Jeanne Blum.

Questions and comments from Council.

Kurt Christianson stated the agreement that was included in the packet is not the final agreement that was emailed to Council, he advised that there were no substantial changes made.

Motion: Councilor Kinsella moved to approve the purchase of the property located at 2411 West State Route 89A, City of Sedona, Arizona, for the sum of \$1,990,000 plus closing costs and authorizing the Mayor to execute the Purchase and Sale Agreement and associated documents required to complete the purchase, subject to approval of the written agreement by the City Attorney's Office, and approve a total budget transfer of \$2,015,000 from the Public Works Sedona in Motion 5D project account. Seconded by Councilor Pfaff. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

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

Mayor Jablow advised tomorrow's meeting will start at 3:00 p.m. in Council Chambers. Councilor Dunn requested an item to be added to a future agenda regarding the results of the GSRC Enterprise Team's project management plan, and how the GSRC will to work toward concrete goals. Council unanimously supported her request. The future meeting date was not determined.

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 6:24 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on January 28, 2025.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 3176
February 11, 2025
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Public Hearing/discussion/possible action regarding sale of the property located at 401 Jordan Road to the Sedona Fire District in the appraised amount of \$2,230,000 and with a closing date of May 1, 2025.

Department	City Attorney's Office / City Manager's Office
Time to Present	15 mins
Total Time for Item	60 mins
Other Council Meetings	September 25, 2024; December 18, 2024
Exhibits	A. Purchase and Sale Agreement

Finance Approval	Reviewed 1/28/25 BGW	
City Attorney Approval	Reviewed 1/27/25 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Recommend approval ABS 2/1/25	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background:

The Sedona Fire District has requested to purchase the City's property located at 401 Jordan Rd, Sedona, AZ 86336, Coconino County Assessor Parcel Number [40115014](#). The Sedona Chamber of Commerce purchased the property using City funds in 2017 for \$960,000 and transferred ownership to the City of Sedona in 2021.

Council has discussed the sale of the property to the Fire District at two previous joint Fire District and City Council meetings. The Fire District intends to build a new fire station on the property.

Per A.R.S. 9-407, the City may sell the property to Fire District, a political subdivision of the state, without going through the normal procedure requirements including a public bid. However, per A.R.S. 9-403, the property cannot be sold for less than the appraised value. Notice of the sale was both published in the paper and posted on the property.

The property was appraised by CBRE on November 12, 2024 which concluded the value to be \$2,230,000.00. Exhibit A contains the proposed purchase and sale agreement between the City of Sedona and the Sedona Fire District in the amount of \$2,230,000 with a closing date of May 1, 2025.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): Not approve the proposed sale of 401 Jordan Rd.

MOTION

[After Public Hearing]

I move to: approve sale of 401 Jordan Rd to the Sedona Fire District in the amount of \$2,230,000 subject to approval of the Purchase and Sale Agreement by the City Attorney's Office.

REAL ESTATE PURCHASE AND SALE AGREEMENT

SELLER: City of Sedona, an Arizona municipal corporation
c/o City Clerk
102 Roadrunner Dr.
Sedona, Arizona 86336

BUYER: Sedona Fire District, a political subdivision of the state
of Arizona
c/o Fire Chief
2860 Southwest Drive
Sedona, Arizona 86336

ESCROW AGENCY: Pioneer Title Agency, Inc.
Tracy Reay, Escrow Officer
2445 West State Route 89A, #3
Sedona, Arizona 86336
Tracy.Reay@[pioneertitleagency.com](mailto:Tracy.Reay@pioneertitleagency.com)

PROPERTY: Real Property located at 401 Jordan Rd, Sedona, AZ 86336 (Coconino County APN# 401-15-014) and more fully described in **Exhibit A** (the "Property").

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into by and between the **City of Sedona**, an Arizona municipal corporation ("Seller") and **Sedona Fire District**, a political subdivision of the state of Arizona ("Buyer"), upon the date signed below (the "Effective Date").

RECITALS:

Whereas, Seller is the owner of the Property described above.

Whereas, Buyer desires to purchase the Property described above.

Whereas, Seller desires to sell the Property to Buyer and Buyer agrees to purchase the Property in accordance with the terms and conditions set forth herein for a public purpose.

AGREEMENT:

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. Sale of Property. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein. Seller hereby irrevocably disclaims, waives and releases any and all claims against Buyer arising in connection with or related to this Agreement and any of the transactions contemplated by this Agreement.

3. Purchase Price. The Purchase Price for the Property shall be \$2,230,000.00 to be paid in full from Buyer to Seller upon the Close of Escrow.

4. Escrow Agent and Real Estate Report.

(a) Buyer and Seller agree to employ Pioneer Title Agency as the "Escrow Agent" to handle the Escrow.

(b) Seller agrees to purchase a standard owner's title policy for the Property in the Escrow Agent's standard form and to pay the cost to record the Special Warranty Deed in favor of Buyer in the form of **Exhibit B**. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Immediately following the Effective Date, Seller shall instruct the Escrow Agent to deliver to Buyer, at Seller's expense, if any: (i) a preliminary title report for a standard coverage owner's policy of title insurance for the Property setting forth the current status of title ("Title Report"); (ii) copies of all items appearing as exceptions to the title insurance coverage; and (iii) an estimate of the additional charges required by Escrow Agent to upgrade the title insurance coverage in an extended form.

(d) Seller agrees Buyer shall be entitled to object to any matters disclosed by the Title Report, by delivering written notice of objection (a "Title Objection Notice") to Seller and Escrow Agent no later than fifteen (15) business days from Buyer's receipt of the Title Report. Any Title Objection Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Title Objection(s)"). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, changes in the legal description, or additional requirements of Buyer, or if any revision to a survey procured by Buyer discloses any additional matter(s) affecting the Property, then Buyer shall be entitled to object to any such newly discovered matter by delivering a Title Objection Notice to Seller and Escrow Agent on or before fifteen (15) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report and any Schedule B items, if applicable (or Buyer has received the revision to a survey). If Buyer fails to deliver a Title Objection Notice objecting to any matter set forth in the Title Report or any survey (or any subsequent amendment thereto) within the time period required under this Section 4(d), Buyer shall be deemed to have approved the matter as of the last day of that time period. All matters to which Buyer has not objected to are referred to in this Agreement as the "Permitted Exceptions."

(e) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is five (5) business days after Seller's receipt of the Title Objection Notice that either (i) the Title Objection(s) have been removed from

the Title Report by Escrow Agent such that the Title Objection(s) no longer affects or encumbers the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (ii) Seller irrevocably commits prior to Closing to cause Escrow Agent to remove objectionable items from the Title Report such that the Title Objection(s) no longer affect or encumber the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (iii) Seller is unable or unwilling to have the Title Objection(s) removed. If Seller fails to provide such notice to Buyer within the time period required under this Section 4(e), it shall be deemed that Seller is unwilling to cure the Title Objection(s). If Seller timely notifies Buyer (or fails to notify Buyer within the time period) that it is unable or unwilling to have the Title Objection(s) removed or is otherwise unable or unwilling to cure the Title Objection(s) to Buyer's satisfaction, then Buyer, by delivering written notice to Seller no later than five (5) business days following Seller's notice to Buyer and Escrow Agent (or the date set as the deadline for Seller to deliver such notice to Buyer and Escrow Agent) in accordance with this Section 4(e), may elect either: (A) as Buyer's sole remedy hereunder, to terminate this Agreement and receive the entire sums deposited with the Escrow Agent (and any interest earned thereon) and thereafter the parties shall have no further rights or obligations under this Agreement except those rights which specifically survive termination; or (B) waive such objections and take title as it then is (subject to, and the Closing is expressly conditioned upon, removal of any other Title Objection(s) that Seller has agreed to cause to be removed from the Title Report and/or cured as provided hereinabove), in which event all title Objection(s) not removed from the Title Report and cured as provided above will thenceforth be deemed Permitted Exceptions; and this Agreement shall remain in full force and effect. The failure by Buyer to timely elect either clause (A) or (B) above shall be deemed Buyer's election to proceed with clause (A) above.

(f) Notwithstanding anything to the contrary contained in this Agreement, at or before the Close of Escrow, and without the need for Buyer to object to same in its Title Objection Notice, Seller shall remove all financing encumbrances; mechanics', materialmen's and supplier's liens; judgment liens; federal or state income or sales tax liens; and lis pendens on the Property without cost to Buyer. Seller may not allow additional liens or encumbrances to be placed upon the Property after the Effective Date. The Purchase Price proceeds shall first be applied by Escrow Agent to pay off any and all financing encumbrances or any of the foregoing liens before any remaining Purchase Price proceeds are released to Seller on the Closing.

(g) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, a standard owner's title policy and any requested extended coverage owner's policy of title insurance for the Property (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy"). Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance

of the Title Policy.

(h) Buyer agrees to pay on, or before, the Close of Escrow to the Escrow Agent the buyer's standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

(i) This Agreement may be supplemented by the printed Escrow Instructions to which it is attached and shall be construed together with the Escrow Instructions as a single document; in the event of any inconsistency between any provision in this Agreement and provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow Instructions and this Agreement by Seller and Buyer, the same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

5. Survey, Engineering, Inspection and Due Diligence. Seller agrees that prior to the Closing, Buyer may conduct and complete any additional inspections or tests of the Property and conduct any other due diligence of the Property, without limitation, which Buyer determines is necessary for Buyer's intended use of the Property for industrial/commercial development (the "Inspection Period"). Buyer agrees to pay for any additional inspections, tests and due diligence of the Property which Buyer desires to procure in its discretion. Buyer shall be responsible to restore the Property to its original condition upon the completion of any additional inspection, test, or other due diligence of the Property. If during the Inspection Period, Buyer determines in its sole discretion that any survey, inspection, test, or other due diligence of the Property is unacceptable for Buyer's intended use, Buyer may, upon written notice to Seller and the Escrow Agent, terminate this Agreement, but subject to the right to Seller's equal contribution for the payment of any surveys, engineering or related work previously agreed to by the parties completed as of such date as to the Property.

6. Close of Escrow. Buyer and Seller agree to the Close of Escrow upon Buyer's acceptance of the Closing Conditions set forth in Section 7 ("Closing" or "Close of Escrow"), in any event, not later than **May 1, 2025**.

7. Closing Conditions. Seller and Buyer agree that Buyer's obligation to purchase the Property is contingent upon Buyer's approval of, and the occurrence of, each of the following conditions:

(a) Buyer and Seller agree that no commission shall be paid.

Seller agrees that in the event any of the foregoing conditions are not satisfied on or before the Close of Escrow, other than conditions subsequent, Buyer may upon written notice to Seller elect to immediately terminate this Agreement and shall be entitled to a refund of the Earnest Money Deposit (if any) from the Escrow Agent upon providing a copy of such written notice to the Escrow Agent.

8. Seller's Representations. Seller represents the following to Buyer:

(a) Seller holds good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances.

(b) Except from Buyer, Seller has not received notice of any pending condemnation or similar proceeding affecting the Property, or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property, or any portion thereof.

(c) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now, nor has there even been, on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(d) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(e) Seller has not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(f) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(g) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property, other than from the Buyer.

(h) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(i) Seller is not aware of any agreements or leases relating to the Property other than those identified as "Closing Conditions" in Section 7 herein.

(j) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(k) Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

9. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

10. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 8 and 9 shall survive the Close of Escrow and shall not merge with the Special Warranty Deed.

11. Real Estate Brokerage. Buyer and Seller affirm neither party has contracted with, retained or otherwise employed a real estate broker relative to this Agreement. Buyer and Seller agree if any real estate broker asserts or claims the payment of a real estate commission or fees relative to this Agreement the party who contracted with such broker shall be responsible for the payment of such commission or fees and shall forever defend, indemnify, and hold harmless the other party from such claim.

12. Title. Seller agrees to transfer the title to the Property to Buyer upon the Close of Escrow in a form substantially similar to those in **Exhibit B**, without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. Until Closing, all real and personal property taxes, if any, and any assessments against the Property shall remain the responsibility of the Seller.

14. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. Special Warranty Deed for the Property substantially in the form attached in **Exhibit B**;

- iii. The standard owner's title policy required;
- ii. Appropriate evidence of due authorization and proper formation of Seller, as applicable;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) **Buyer's Closing Documents.** On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. Appropriate evidence of due authorization and proper formation of Buyer;
- ii. Such additional extended coverage and endorsements as requested by Buyer, at Buyer's expense; and
- iii. Such documents and monies as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

15. Possession; No Assumption of Seller's Liabilities. Upon Close of Escrow, Seller shall deliver possession of the Property to Buyer. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller.

16. Default by Seller. All provisions of this Agreement are hereby deemed to be material. Buyer shall have all rights and remedies available to it under Arizona law. Should Seller breach any of the provisions under this Agreement, Buyer shall immediately be entitled to the return of all amounts it paid pursuant to the Agreement, to terminate the Agreement, and to damages and to specific performance by Seller.

17. Default by Buyer. All provisions of this Agreement are deemed to be material. The parties agree that Seller's remedies for Buyer's breach of this Agreement shall be such rights and remedies available to them under Arizona law. The breaching party shall be responsible to pay all escrow costs and fees related to this Agreement. The prevailing party shall be entitled to an award of all costs and attorneys' fees incurred should legal action be necessary by either party to enforce the terms of this Agreement.

18. Notices.

(a) Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:

City of Sedona
c/o City Attorney
102 Roadrunner Dr.
Sedona, Arizona 86336

Buyer:

Sedona Fire District
c/o Fire Chief
2860 Southwest Drive
Sedona, Arizona 86336

With a copy to:

Tracy Reay, Escrow Officer
Pioneer Title Agency
2445 West State Route 89A, #3
Sedona, Arizona 86336
Tracy.Reay@pioneertitleagency.com

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail; and

(b) Copies of all notices shall also be given to Escrow Agent by regular mail.

19. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. Governing Law. Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere.

21. Attorneys' Fees. If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees and costs, said sum to be fixed by a court of competent jurisdiction.

22. Jurisdiction; Venue; Waiver of Jury Trial. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Coconino and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue. 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.

23. Ambiguity. This Agreement was drafted by Seller with the assistance of their attorneys. Neither Seller nor its attorneys have rendered legal or other advice to Buyer regarding sale of the subject property or the specific terms of this Purchase Agreement. Buyer is aware of its right to obtain independent professional and/or legal assistance with this Agreement and, upon signing of the Agreement, represents that they have taken all steps they deem necessary (including, but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, the ambiguity in this Agreement shall not be construed against either party.

24. Conflict of Interest. Pursuant to A.R.S. § 38-511, either party may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of one party is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of the other party in any capacity or a consultant to the other party with respect to the subject matter of this Agreement. Notice of any such cancellation shall be given by the party with the conflict to the other party with respect to the subject matter of this Agreement. Notice of any such cancellation shall be given by the party with the conflict to the other party pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all monies paid by Buyer under this Agreement. Additionally, Seller shall be responsible for payment of all escrow fees. Buyer shall convey back the Property to Seller.

25. Waiver. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

26. Time is of the Essence. Time is of the essence of this Agreement and each provision hereof.

27. Entire Agreement. This document constitutes the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

28. Drafts Not an Offer. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties will not be

legally bound in any manner with respect to a purchase and sale of the Property unless and until each of Seller and Buyer have duly executed this Agreement and the Parties have delivered that fully executed Agreement to Escrow Agent.

29. Counterpart and Facsimile Signatures. This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof. Signatures transmitted by facsimile shall be deemed to be originals.

30. Assignability; Binding on Heirs. Neither Seller nor Buyer may assign any of its rights or obligations under this Agreement without the other party's advance written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

31. Risk of Loss. Except as otherwise provided in this Agreement, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow. Seller shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees, or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last set forth below.

SELLER:

City of Sedona, an Arizona municipal corporation

By: _____
Scott M. Jablow, Mayor

Date: _____

ATTEST:

By: _____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

BUYER:

Sedona Fire District, a political subdivision of the state of Arizona

By: _____
Helen McNeal, Board Chair

Date: _____

ATTEST:

By: _____
Corrie Cooperman, Board Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
William R. Whittington, Sedona Fire District Attorney

EXHIBIT "A"

Legal Description

Parcel No. _____

[See following pages.]

EXHIBIT "B"

Special Warranty Deed

[See following pages.]



**CITY COUNCIL
AGENDA BILL**

**AB 3174
February 11, 2025
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible direction regarding the interior renovation of the Ranger Station Barn.

Department	Public Works: Kurt Harris / Parks & Recreation: Josh Frewin
Time to Present	5 mins
Total Time for Item	15 mins
Other Council Meetings	1/13/16, 11/10/16, 8/10/21
Exhibits	A. Ranger Station Park Master Plan – Summary Report B. Ranger Station Park Master Plan

Finance Approval	Reviewed 1/28/25 BGW	
City Attorney Approval	Reviewed 1/27/25 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Provide direction to staff on council's preferred use of the Ranger Station Barn. ABS 02/03/25	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Staff is requesting City Council direction on the design approach for the interior renovation of the Ranger Station Barn. The decision is whether to:

1. Preserve the historic open-air nature of the barn, keeping the original exposed historic walls and utilizing ceiling fans and an exhaust system for ventilation maintaining historic open-air design and providing a more original authentic feel to the building, as designed. Staff recommends this option.
2. Insulate and add climate control, making the barn a more functional year-round event and rental space.

Both options align with the Ranger Station Park Master Plan, which prioritizes historic preservation while creating a multi-use community space.



Background:

The City purchased the 3.5-acre “Old Ranger Station” at 250 Brewer Road in 2014 to protect and preserve its historic buildings and develop a community park through the Ranger Station Park Master Plan. The plan envisions the site as a key historical and community asset, blending preservation with modern use. As stated in the plan, “The National Historic Landmark buildings are important contributions to Sedona’s sense of place. The park setting and new features are designed to blend with the buildings and enhance the historic character of the site.”

The City Council accelerated park development, and improvements have been ongoing for over a decade. The site work, excluding the buildings, is mostly complete, with the rubberized playground surface remaining. The restroom construction contract will be presented to Council on February 25th. Exterior renovations to the buildings are nearly complete, with only the house porch pending.

The City retained Swan Architects, Inc., a Phoenix-based firm renowned for historic preservation projects, to develop design and construction documents. Staff has engaged key stakeholders, including the Sedona Historical Society, Historic Preservation Commission, Community Development, Los Abrigados, El Portal, and involved residents.

The Parks & Recreation Department, which will oversee facility use, has been involved from the start as well as consistent contact with Los Abrigados, El Portal, the Historic Preservation Commission, and the 2023 Ranger Station Workgroup. Staff prefer to maintain the historic integrity of these structures while ensuring their long-term functionality.

Ranger Station Barn Building:

The pictures below illustrate the current condition of the Ranger Station barn:



Assembly Space in Ranger Station Barn

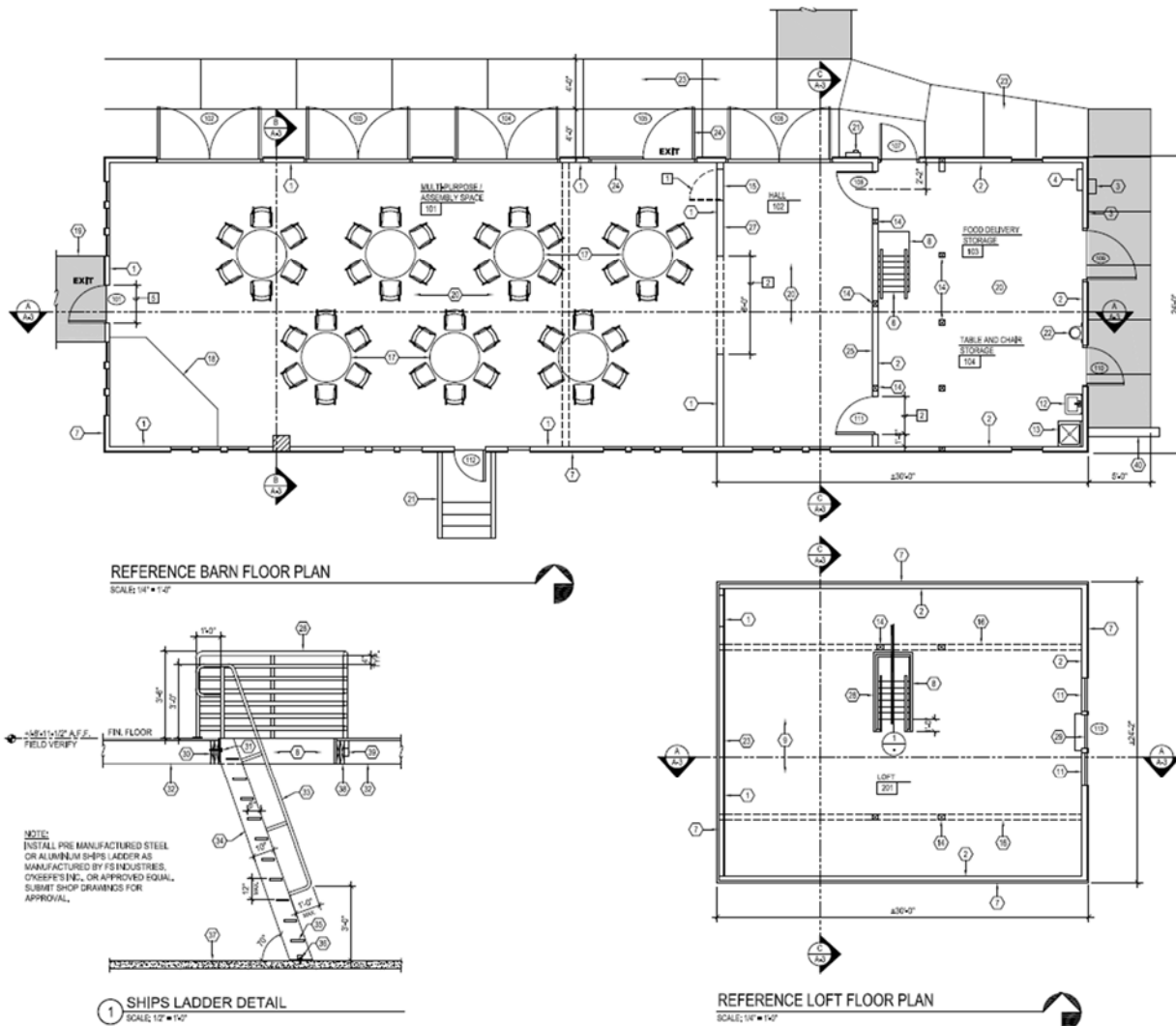
Ranger Station Barn: Current Status & Floor Plan

The barn is an integral part of the Ranger Station Park and is envisioned as a multi-purpose community event facility that can accommodate performing arts, workshops, conferences, family reunions, small weddings, and various community gatherings.

Current Status:

- The barn retains its original historic wood framing, open layout, and traditional barn doors.
- The interior remains largely unfinished, requiring renovations for usability while preserving its historical elements.
- Ceiling fans and an exhaust system are part of the proposed plan to provide ventilation.
- The barn's existing concrete floors will be polished and refinished to improve functionality.

Proposed Floor Plan of the Ranger Station Barn:



Building Features:

- Furniture shown for reference only.
- Ceiling fans and exhaust system part of the current project.
- Retention of historic shear walls to preserve character while enhancing usability.
- Removal of wall in assembly to enlarge the space. This wall is non-original, and is not a structural support wall
- Structure is ADA accessible and compliant.
- Ships Ladder planned for access to loft. That space will not be open to the public.
- Washout and hand sink located in eastern portion.
- Existing concrete floors ground smooth, grouted, refinished and polished.
- In the current proposal, heating and cooling (climate control) is not planned for the purpose of maintaining historic walls and authentic barn feel to the venue.

Ranger Station House Building:

The pictures below illustrate the current condition of the interior of the Ranger Station House Building:



Current photo of foyer and fireplace of Ranger Station House

From the Ranger Station Park Master Plan:

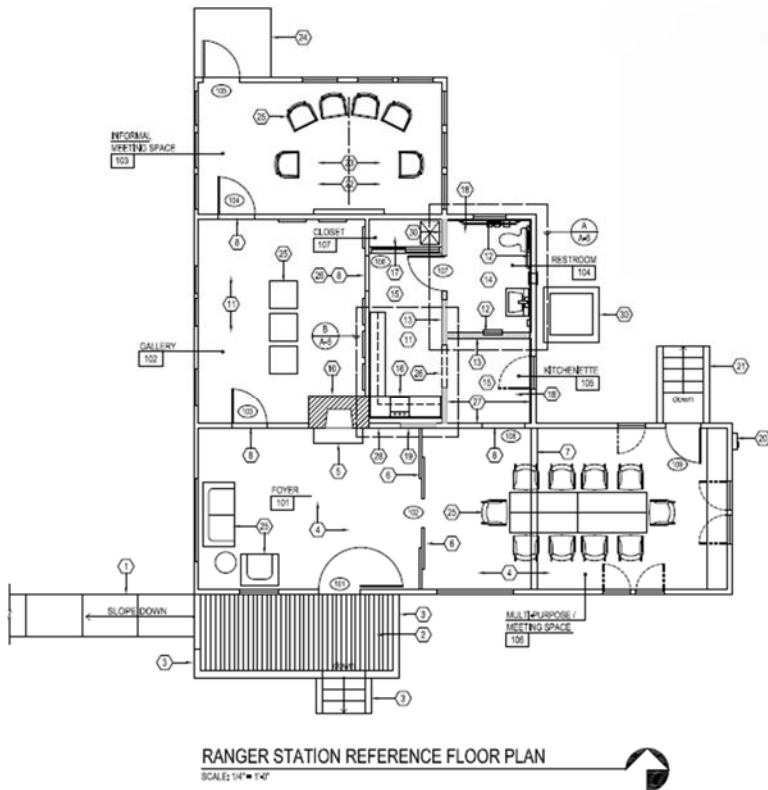
The Rangers House:

- The Rangers House will be a multi-purpose community meeting space that may be used for meetings, classes, and workshops.
- Rental of the house will generate revenue for the City.
- Minimal renovation necessary to begin functioning as a meeting space.

Build a Sense of Community:

- Provide and support community events, festivals, and programs that offer a variety of opportunities for social interaction and contribute to a sense of community.
- Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.

Proposed Floor Plan of the Rangers House:



House Features:

- Furniture shown for reference only.
- Heating and cooling (climate control) is planned.
- Removal of wall in foyer to enlarge the space.
- Restroom modifications to make it ADA accessible and compliant.
- Kitchen area to become gallery potentially for historic photos.
- Kitchen area with sink and counters.
- Existing wood floors refinished.

Direction from Council:

The primary direction requested is in relation to deciding the primary purpose and function of the barn, which would then determine the applicable climate control options:

Option 1: Maintain Historic Open-Air Design

Description: This approach preserves the barn's historic character, keeping the original walls and open-air design intact. Ceiling fans and an exhaust system will provide air circulation while allowing natural ventilation.

Pros:

- ✓ Preserves the historic character and authenticity of the barn.
- ✓ Creates an open, naturally ventilated environment true to its original purpose.

- ✓ Lower initial cost (no HVAC or insulation expenses).
- ✓ Aligns with the Sedona Historic Preservation Commission's preference for maintaining historic structures.
- ✓ Provides a unique, rustic setting for events and community use.
- ✓ Increases rental opportunities of adjacent HVAC house.

Cons:

- ✗ Unreliable temperature control in summer and winter.
- ✗ Not ideal for displaying artwork due to humidity and temperature fluctuations.
- ✗ Limited rental opportunities due to seasonal temperature extremes.

Option 2: Insulated with Climate Control

Description: Install insulation and HVAC to allow for year-round rentals and programming.

Pros:

- ✓ Enables year-round usability and rental revenue.
- ✓ Allows for better preservation of artwork and historical artifacts.
- ✓ Expands options for community events, including workshops, meetings, and performances.
- ✓ Aligns with Master Plan goals to create an active, multi-purpose space.

Cons:

- ✗ Higher upfront cost. Anticipated \$39,000 for mechanical HVAC & Heating Install in addition to pending insulation and wall quote of \$80,000. This includes weather stripping original doors, but it is recommended to replace for energy efficiency
- ✗ Reduces the barn's rustic, historic feel.
- ✗ Increased energy use compared to an open-air venue.
- ✗ Detracts from original barn design for maintaining the historic function.

Schedule:

- Council scheduled to visit the property on February 5th.
- Project is budgeted for construction in FY25.

The construction timeframe is set at 140 days and is anticipated to begin in early summer 2025.



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

This project is mostly aligned with the Climate Action Plan, by utilizing LED lighting, low flow faucets, electric water heater while meeting the ADA access requirements are accomplished with this project. By renovating and repurposing these structures, no new materials are needed for construction, thereby reducing carbon emissions and natural resources associated with new construction. Climate control within an uninsulated building is inefficient.

Board/Commission Recommendation: ☒Applicable - ☐Not Applicable

Historic Preservation Commission has reviewed the plans and discussed this item at previous meetings and their January 6th meeting. Although the Commission's influence is limited to the exterior of the buildings, the Commission did concur that the interior of both buildings are beautiful, and if justified, climate control in the barn should be kept in mind. Community Development Department has supported this work, including reviewing colors and design, etc.

Alternative(s): N/A

MOTION

I move to: For discussion/direction only.

Ranger Station Park Master Plan

Summary Report

Park Master Plan Goals

Honor the History

- *Preserve and celebrate the community's history.**

Park Design

- Blend with the buildings
- Enhance the historic character of the site.

Celebrating our History

- Interpretive panels (interior and exterior)
- Tours - walking, self-guided

Build a Sense of Community

- *Provide and support community events, festivals, and programs that offer a variety of opportunities for social interaction and contribute to a sense of community.**
- *Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.**

Barn and House

- Designed to serve multiple purposes for the widest range of interests and activities
- Multi-purpose community event facility and meeting space

Create Community Interactions

- *Provide public gathering spaces that promote social interaction.**
- *Create increased opportunities for formal and informal social interactions.**
- *Enhance opportunities for artistic display, engagement and learning.**

Community Art Space

- Small performances, plays and concerts
- Art classes, seminars or workshops
- Pop-up gallery events



2023



circa 1917-23 Courtesy USFS

Excerpts - Ranger Station Park Master Plan, 2016

*Goals from the Community Plan 2013

Public Outreach for the Park Master Plan

Citizen Work Group

- April 2015 - October 2016
- 6 members

Community Open Houses

- May 30, 2015
- December 12, 2015

City Council:

- November 10, 2016
- January 13, 2016

Planning and Zoning Commission

- October 29, 2015
- December 1, 2015
- October 13, 2016
- September 25, 2017
- June 1, 2021

Historic Preservation Commission

- August 10, 2015
- November 9, 2015
- October 10, 2016
- May 8, 2017
- September 25, 2017
- April 10, 2023
- + Standing agenda item 2021-2023
 - Update on status of Ranger Station building renovations

Planning Considerations

- Must be a park (purchased with development impact fees)
- Implements the Community Plan vision and goals
- Feasibility
- Cost of construction, operations, and maintenance
- Potential revenue



May 30, 2015 Community Open House



May 30, 2015 Community Open House

Public Input 2015-2016

Comments on community gathering areas and multi-purpose public venues

Nice open space for indoor/outdoor programming or gathering spaces. ...Create outdoor meeting and discussion areas. . . . Free community events, for non-profits like library, no permit. . . . Heart of Sedona! Community gathering Celebration area A place for kids and families to gather and play. . . . Also have a spiritual component that includes areas for Tai Chi classes, Yoga, a labyrinth and a small pavilion where groups can meet like garden clubs, etc. Do not make it a destination for tourists, focus on residents and make it a place like no other in the City. . . . Whatever the City decides upon, I hope they choose something that will widely benefit the community and that also fits nicely in that location. . . . We have no center to congregate, a space that is a park and also represents us as an arts community to those who visit. . . . I'd love to see it turned into a park for the community. We need more small neighborhood parks where kids can play, citizens can congregate, and

can happen. – Town location as a venue, activities there that . . . House: Meeting has enough meeting . . . Community Hall. at reduced rates but limited to performing or small group/Meeting/classroom etc. . . . Meeting area and workshop space e n r i c h m e n t



community events squareRent out the have festivals and have rental fees. . . room. Sedona never rooms for groups! Meeting space open to all and not arts. . . . 12 step club meetings. . . . space for arts, crafts, (barn). . . . Meeting for educational opportunities (barn).

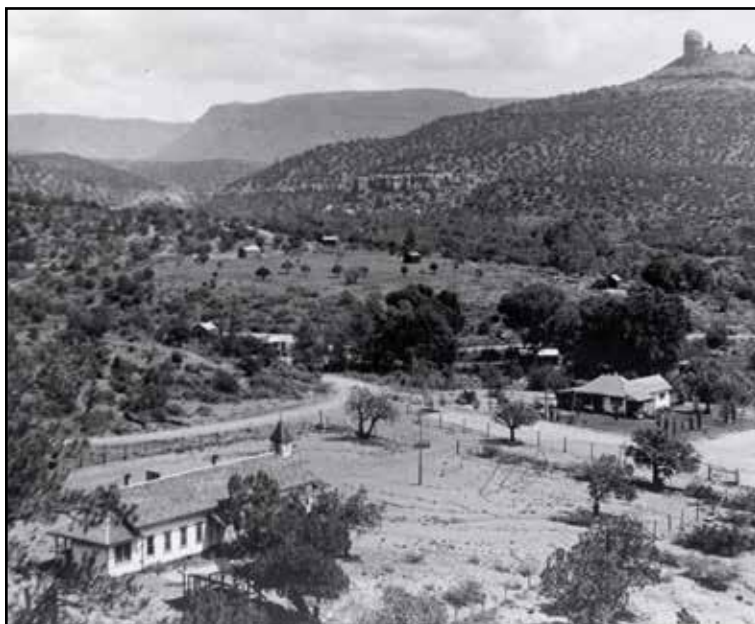
. . . . Use for meeting space. – Local club use.. . . Rent/lease for community events. . . . Rental venue. . . . Venue space (barn). . . . Wedding reception, birthdays, etc (barn). . . . a space to perform weddings House: Create rental for private functions – retreats, weddings, workshops, etc. . . . Square dances, movies (remove walls first). . . . dances, movies, whatever. . . . a space to perform weddings. . . . All of these buildings should bring funding to the city to cover the cost of renovating and maintaining them. . . . Sedona Wedding and Event Location.. . . Farmers Market with acoustic music. . . . Make this site the permanent venue for the Sedona Farmer's Market.. . . Theater. Live theatre. . . . Live music/theater, artist in residence workable live theater, max 200. . . . A venue for live theater Live theater with adjacent coffee/pastry/wine bar. . . . Theater, movies Childrens performing arts center. . . . small performance venue for local performance artists and visiting artist A theater for live performances. . . . Low cost performance art center. Performances finished by 10 pm on Fri/Sat. . . . 1) small live performance, 2) live art production and display, 3) native art component, 4) live theatre Don't duplicate entertainment venues in town, too much anyway a designated area for outdoor concerts or theatrical events. . . . The barn could be utilized as a small performance venue for local performance artists and visiting artists. – Theater on the lawn outside.. . . Movies. . . . Drive-in movie theater Drive in movie theater. Outdoor family friendly drive in movie theater! Could do family movie nights like Flagstaff's Heritage Square. – Movies could be displayed on the outside of the barn (or use temporary screen), with seating on a lawn or the courtyard/plaza. – Could show old western movies that were filmed in Sedona.



circa 1917-23 Courtesy USFS



Photos Courtesy of Sedona Historical Society



Photos Courtesy of Sedona Historical Society

Timeline

2016

Park Master Plan completed

2014

City purchases 3.4 acre site

2008

National Register of Historic Places designation for Ranger Station House and Barn, and Pumphouse on Oak Creek

2005

U.S. Forest Service sold 21-acre parcel. Preservation Covenant insures the house and barn are preserved and their historic character maintained in perpetuity.

1959

Administration building built (since removed)

Period of Historic Significance:

1917-1958 as specified in the National Register for Historic Places

1935

USFS/Delia Hart Pumphouse built east of the Ranger Station. Supplied water to the Ranger Station and community.

1934

The barn is built by the CCC (Civilian Conservation Corps),

1930s

House expanded, porch added

1917

The House is built to be a house and office.

1905

Sedona Ranger Station established.

Ranger Station Park Master Plan

The Ranger Station Park Master Plan will serve as a guide for future renovations, design, construction, and public use of the new park. The City of Sedona acquired the 3.4 acres at 250 Brewer Road to preserve the historic buildings and develop a community park. This plan sets forth the vision, objectives, and design of the park.

The Sedona Community Plan serves as the guide for the park vision along with the many comments and suggestions received from the community. The proposed park features and activities are based on the following objectives:

- Honor the history
- Build a sense of community
- Create community interactions
- Engage people in healthy and active amenities
- Incorporate art in the park
- Design for a sense of place and sustainability

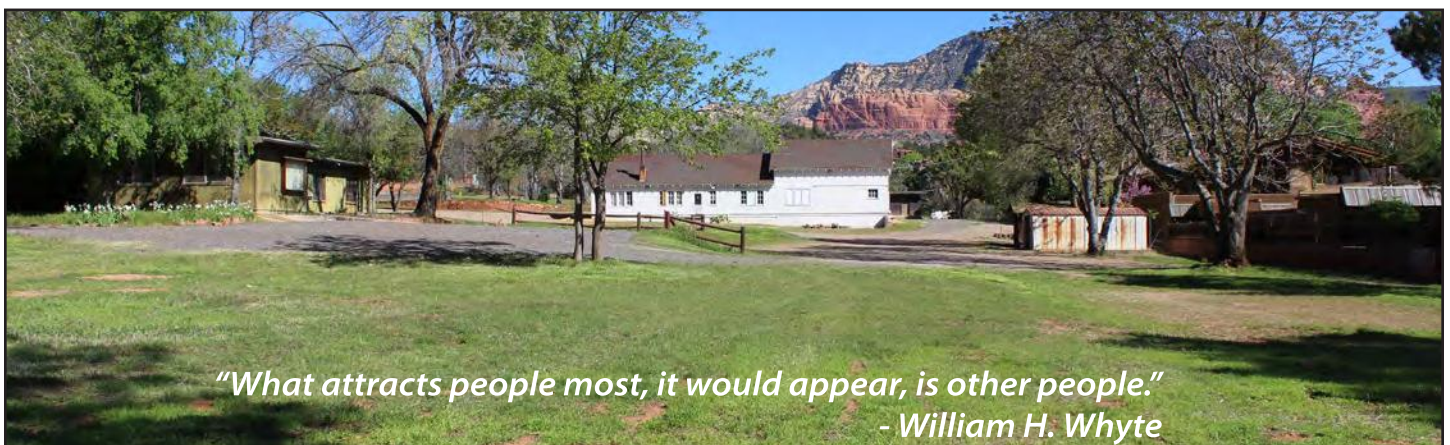
The historic buildings and the location of the park in the 'Heart of Sedona' set the stage for the park vision. The primary goal of the park is to be *the* community's gathering place. The multi-purpose aspect of the park amenities will appeal to a variety of people, and the design of the park will honor the history of the site and incorporate the arts in a lively yet relaxing natural setting.

See page 8 for the 2016 Site Plan.



Ensure that the needs and aspirations of the community now and into the future are met through a variety of cultural activities, opportunities, and facilities.

-Sedona Community Plan p. 97



***"What attracts people most, it would appear, is other people."
- William H. Whyte***

Honor the History

Preserve and celebrate the community's history.
Sedona Community Plan p. 97

The National Historic Landmark buildings are important contributions to Sedona's sense of place. The park setting and new features are designed to blend with the buildings and enhance the historic character of the site.

Historic Interpretation

- The public can learn the history of Sedona and the significance of the buildings from interpretive panels.
- Historic information and photos could also be displayed on the interior walls of the buildings.
- Walking tours of the surrounding area could start at the park and explore other historic sites nearby such as the Hart Store, the Pumphouse, Owenby Ditch, and the Sally Black Home.
- The history and self-guided tours could be available on a mobile application.



Building a Sense of Community

Provide and support community events, festivals, and programs that offer a variety of opportunities for social interaction and contribute to a sense of community.

-Sedona Community Plan p. 86

The park will enhance Sedona's sense of community by providing a place that will offer something for everyone, either as a place to simply get together with friends, or attend a special event. Events could be City sponsored, although most are expected to be put on by other organizations that rent the facilities. The Rangers House, Barn, plaza, and open spaces will be designed to serve multiple purposes for the widest range of interests and activities as possible.

The Barn

- The Barn will be a multi-purpose community event facility available to rent for a variety of purposes such as: weddings, festivals, farmers market, performing arts (theater, small concerts), workshops, small conferences, meeting space, etc.
- Rental of the barn will generate revenue for the City.
- Renovation of the interior of the barn will be needed to open up a larger interior space.

The Rangers House

- The Rangers House will be a multi-purpose community meeting space that may be used for meetings, classes, and workshops.
- Rental of the house will generate revenue for the City.
- Minimal renovation necessary to begin functioning as a meeting space.

The Plaza

- The plaza will also be multi-purpose as a flexible space that can be used for a variety of activities, either formal such as a scheduled event, or informally such as an impromptu community gathering.
- Located between the House and the Barn, the plaza could be used in conjunction with the buildings to expand the event space.
- The plaza concept is similar to the Flagstaff Heritage Square.



Creating Community Interactions

- *Provide public gathering spaces that promote social interaction.*
 - *Create increased opportunities for formal and informal social interactions.*
- Sedona Community Plan p. 17, 97*

Park features such as benches, picnic tables, the plaza, lawn, and buildings all provide opportunities for community interaction.

Wi-Fi may be considered for both the park buildings and outdoor areas of the park. This will serve community programs in the park, as well as provide another activity for those enjoying the park environment.

The Open Lawn

- The open lawn will be a multi-purpose space for informal and impromptu gatherings for variety of activities, relaxation, and play.
- The lawn will be similar to the popular lawn at Sunset Park.

Picnic Areas

- Picnic tables will be placed in several areas of the park, providing several options to choose from.
- The tables will be of various sizes and designs, and most will be under the shade of trees.

Benches

- Benches will also be scattered throughout the park to encourage “community gathering”.
- The benches can be in a variety of styles and designs and could also be individual works of art by local artists

Food Vendors

- Food vendors such as coffee carts or food trucks would be welcome in the park, which will provide another amenity to park visitors.



Engaging in Healthy and Active Amenities

Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.

Sedona Community Plan p. 81

The park will provide for a variety of recreational activities such as walking and pickleball. The open lawn and play area will offer opportunities for exercise and play for people of all ages.

Activities

- Many recreational activities could occur throughout the park (bring your own equipment in most cases):
 - Horseshoes
 - Croquet
 - Hopscotch
 - Yoga
 - Frisbee

Walking Path

- The perimeter walking path will encircle the park, and will be approximately one-third of a mile.
- Pathways will be an accessible gravel surface.

Play Area

- Play features will be more of a natural style play area.
- People of all ages can enjoy play features such as a variety of swings.
- The play features will be of materials and colors that are suitable to the desired character of the park (no plastic playgrounds in primary colors).

Pickleball

- Pickleball courts provide a healthy, active, and social amenity, adding to the lively community atmosphere.

Pedestrian Access

- Park visitors will be encouraged to walk, bike, or use transit whenever possible which will help reduce traffic and parking needs.
- There will be pedestrian connections from all directions to make it easy to walk to the park (such as from Tlaquepaque and Los Abrigados).
- Sidewalks on Ranger and Brewer Roads are recommended to link the park to the sidewalks on SR 89A and 179, and into the Brewer Road neighborhood.



Incorporating Art in the Park

Enhance opportunities for artistic display, engagement and learning.
-Sedona Community Plan p. 97

Art will be found throughout the park with sculptures, murals, special events, and activities. This will provide local artists with additional opportunities to share their art with the public.

The Community's Art Gallery

- The park could serve as a community art gallery: artwork could be displayed in the buildings, similar to the City Hall Art Rotation Program.
- The buildings could be used as a 'pop-up gallery' for special events such as First Friday Art Walks.
- Sculptures and art installations could be placed throughout the park, and could be permanent or rotate on a temporary basis.

Murals

- Art murals will transform the existing block walls on the east and south sides of the park.
- People could participate in creating their own mural as sections of the wall could be a do-it-yourself chalkboard.

Performance Activities

- Small performances, such as plays and concerts could be held on the lawn, plaza, or in the barn.

Art Education

- Art classes, conferences, seminars or workshops could be held in the park or buildings.

Creative Design Elements

- Park features such as benches and tables could be custom works of art.
- Artwork to commemorate the Forest Service history of the site.



Design for a Sense of Place and Sustainability

- *Reflect a unique sense of place in architecture and design.*
- *Promote environmentally responsible building and design.*
-Sedona Community Plan p. 17, 71

Green Building

- The new restroom building will be energy and water efficient.
- Renovation of the historic buildings will incorporate green building features where possible.
- Parking surfaces will be decomposed granite that blends with the natural environment and allows infiltration of rainwater.
- The landscape design will take advantage of rainwater through the use of swales and berms.

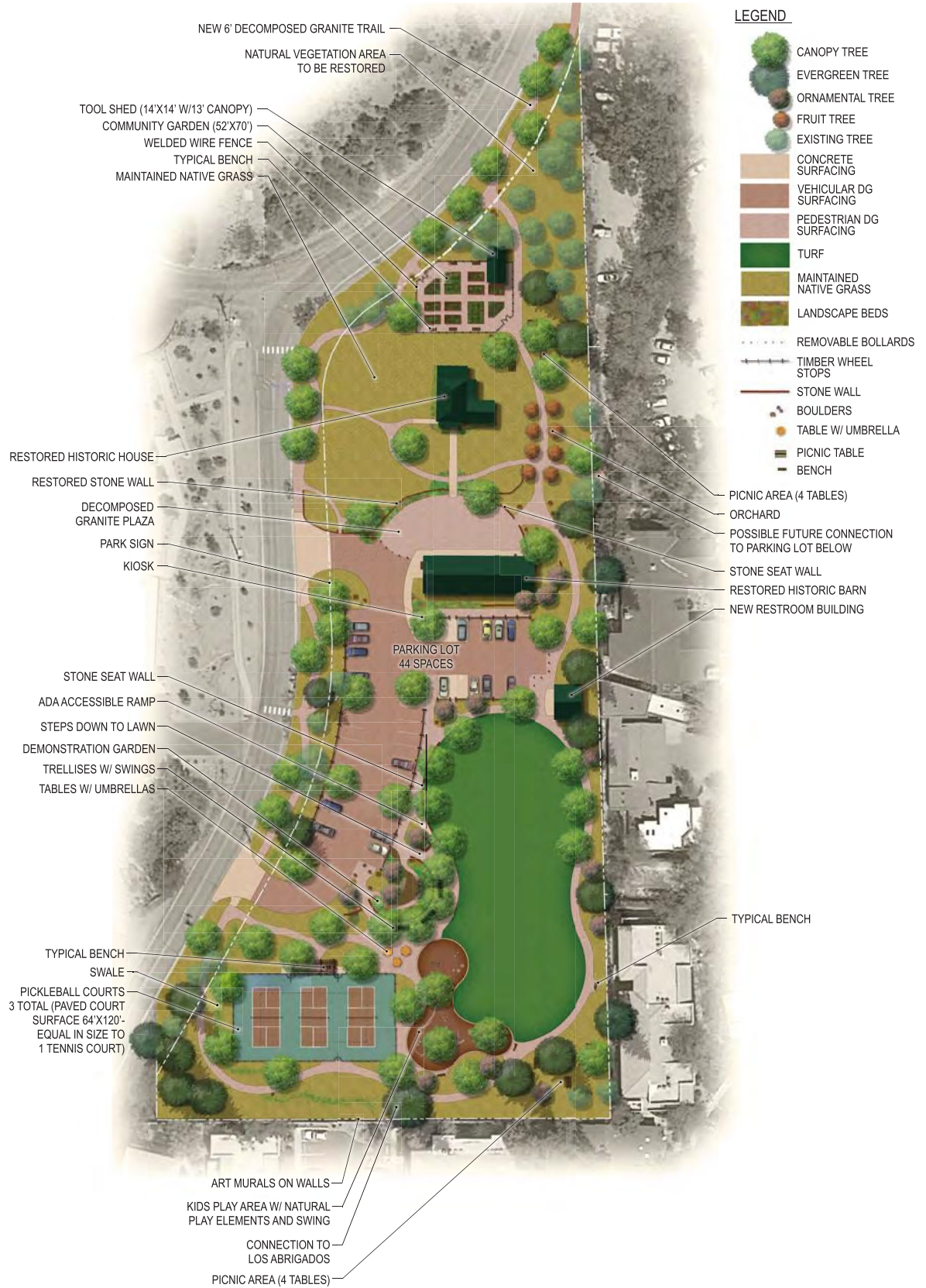
Landscaping with a Purpose

- The demonstration of native plants in the landscaping will be informative of locally occurring and low-water use plants for landscaping.
- The landscaping can include orchard trees representative of the historic agriculture along Oak Creek.
- Trees can provide shade for picnic tables and benches.



Ranger Station Park Master Plan

Site Plan





**CITY COUNCIL
AGENDA BILL**

**AB 3180
February 11, 2025
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible direction regarding approval of amended scope of work for ADOH Housing Homeless Shelter & Services Fund contract for proposed Rental Assistance Program for individuals experiencing homelessness.

Department Community Development / Housing - Jeanne Blum

Time to Present 15 minutes

Total Time for Item 45 minutes

Other Council Meetings N/A

Exhibits None

Finance Approval	Reviewed 1/28/25 BGW	
City Attorney Approval	Reviewed 1/28/25 KWC	Expenditure Required
		\$ 875,638
City Manager's Recommendation	Provide direction ABS 2/3/25	Amount Budgeted
		\$ 875,000
		Account No. (Description)

SUMMARY STATEMENT

Background/History: In January 2024, the City of Sedona was awarded \$875,638 from the Arizona State Department of Housing Homeless Shelter and Services Fund (HSSF). The original use of the funds was intended for a safe parking program for employed people experiencing vehicular homelessness. On March 12, 2024, City Council approved Sedona Ordinance No. 2024-01 which allowed a change to the 'Planned Development zoning of Yavapai County Assessor's Parcel 408-47-009A by adding the City's "Safe Place to Park" Program as a permitted use of the parcel through June 30, 2026." This ordinance was referred to the City's voters via referendum for their rejection or approval. On November 5, 2024, the voter's rejected the zone change and the safe parking program was not able to move forward.

The Arizona Department of Housing (ADOH) has reserved the HSSF funding for the City of Sedona to pivot the awarded monies to another program that supports individuals and/or families experiencing homelessness. The funding requirements for this funding stream are specific to addressing the needs of people directly experiencing homelessness which includes individuals sleeping in shelters, outside, someplace not meant for human habitation, or in vehicles. To that end, the City's Housing Department has coordinated with ADOH and Catholic Charities Community Services (CCCS) to develop a Rental Assistance Program for people experiencing homelessness. The City's Housing Department recommends this proposed

program that will provide move in assistance, rental assistance, case management and wraparound services. Funding for the program allows housing opportunities in Sedona, as well as the Verde Valley and the broader areas of Yavapai and Coconino Counties.

Program Overview

If directed by City Council, the Housing Department will submit an amended Scope of Services to the Arizona Department of Housing for approval. With ADOH approval of an amended contract, the City will contract with Catholic Charities Community Services (CCCS) to operate and manage the program. CCCS has successfully operated multiple housing programs in Northern Arizona for several years. Currently, they operate in all five Northern Arizona counties (Coconino, Yavapai, Navajo, Apache and Mohave) and manage multiple contracts overseen by ADOH, including rapid rehousing and rental assistance programs.

In this program, Catholic Charities Community Services will track participants through the Coordinated Entry system which is mandated by ADOH through the Northern Arizona Balance of State Continuum of Care. This means that our regional coordinated entry agencies follow U. S. Department of Housing and Urban Development (HUD) guidelines regarding prioritization through case conferencing, a process which will allow CCCS to match households with the most appropriate level of assistance.

The program will include move in assistance, temporary rental assistance for individuals and households directly experiencing homelessness. Households receiving rental assistance through this program will receive robust services all the way from pre-tenancy through housing. Catholic Charities Community Services will navigate clients through the housing process by assisting them with obtaining documents needed for housing (i.e., social security cards, birth certificates, proof of income, driver licenses). Households will be able to obtain housing in their name, and the program can provide assistance with application fees, deposits, move in costs and ongoing rent, based on need. A dedicated property manager in Northern Arizona will assist with client housing searches. A focus will be on continued development of landlord relationships with the program.

Wraparound services for a population that may not have been housed in some time will be provided by case managers to help achieve stability and to more successfully maintain their housing status. This program will include coordinated case management with other supportive services agencies (i.e., behavioral health services, probation, etc.). Case managers will work with households to provide resources and referrals, and to discuss skills like budgeting, household maintenance or neighbor relations, with the goal of housing stability. The program will utilize a step-down approach regarding financial assistance. Generally, the process will occur over a six- to nine-month period where households will be able to assume responsibility for their rents.

Catholic Charities Community Services will have outreach staff in Yavapai County that will be able to locate vulnerable individuals/families in the field who are less likely to access services by coming into an office. This experienced outreach staff will be able to provide referrals and assistance with navigation through Coordinated Entry and the housing process.

In addition to outreach staff working in the field, there will be scheduled office space for case management client meetings at the Sedona Community Library and at the City of Sedona.

Catholic Charities Community Services will provide regular performance metrics and program updates to the City of Sedona.

The Arizona Department of Housing has reserved \$875,638 from Homeless Shelter and Services Fund dollars for project funding which will cover the cost of this program for two years.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Not submit an amended application and Scope of Work to the Arizona Department of Housing for a rental assistance program.

MOTION

I move to: authorize staff to prepare an amended application and Scope of Work to be submitted to the Arizona Department of Housing for HSSF reallocation funding for a Rental Assistance Program.



**CITY COUNCIL
AGENDA BILL**

**AB 3188
February 11, 2025
Regular Business**

Agenda Item: 8d

Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

Department City Attorney/ Kurt Christianson

Time to Present 15 Minutes

Total Time for Item 30 Minutes

Other Council Meetings

Exhibits None

Finance Approval	Reviewed 1/28/25 BGW	
City Attorney Approval	Reviewed 1/27/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only. ABS 2/1/25	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction purposes only.



**CITY COUNCIL
AGENDA BILL**

**AB 3066
January 25, 2025
Regular Business**

Agenda Item: 8e

Proposed Action & Subject: Discussion/possible direction regarding future agenda items.

Department City Manager

Time to Present 2 Minutes

Total Time for Item 5 Minutes

Other Council Meetings Included in City Council regular meeting agenda packets as of May 14, 2024

Exhibits A. Future Agenda Items

Finance Approval	Reviewed 1/27/25 BGW	
City Attorney Approval	Reviewed 1/27/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only. ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
2/25/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3191 Approval of award for a professional services contract for Material Testing and Special inspection of the Uptown Parking Garage to Quality Testing with XXXXXXX, LLC in the amount of \$XXX,XXX.XX	Consent	Welch	NA
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				AB 3190 Discussion/possible action regarding the appointment of a Tourism Advisory Board member.	Appointments	Cook/Garner	NA
				AB 3124 Discussion/possible action regarding the award of construction contract for the PR-03C Improvements for the Build-Out of Ranger Station Park – Restroom to XXXXXXXXXXXX\ in the amount of \$XXXXXXX.	Regular	Phillips	30 min
				AB 3148 Discussion/possible action regarding award of the project for construction with XXXXXX in the amount of XXXXXXXX for affordable housing units at 220 Sunset Drive in accordance with RFP 25-08RFP.	Regular	Blum	30 min
				AB 3184 Discussion/possible action regarding the award to XXXXXXXX in the amount of \$XXXXXXX for construction of affordable housing units at 220 Sunset Drive in accordance with RFP 25-08RFP.	Regular	Blum	30 min
				AB 3186 Discussion/possible action regarding approval of a property purchase agreement, with the Arizona Department of Transportation, for the purchase of a parcel located at 676 SR 179, in the amount of \$998,602.50.	Regular	Dickey	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
2/26/2025	Wednesday	3:00 p.m.	Special Meeting				

				AB 3152 Discussion/possible action regarding the Sedona in Motion transportation program.	Regular	Harris	120 min
3/11/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3146 Discussion/possible action regarding approval of a contract for professional services with XXXXXXXXXXXXX and Associates, Inc, for the Navoti Dr to Upper Red Rock Loop Rd Shared-Use Path Project, in the amount of \$XXXXXXX.	Regular	Phillips	30 min
				AB 3187 Discussion/possible action regarding approval of a contract for software purchase, with Tyler Technologies, Inc, in the amount of \$XXX,XXX.	Regular	Dickey	30 min
				AB 3192 Discussion/possible action regarding amendments to Sedona City Code Chapter 5.25 Short-Term Rental Regulation.	Regular	Arthur	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
3/12/2025	Wednesday	3:00 p.m.	Special Meeting				
3/25/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3168 Public Hearing/discussion/possible action regarding an Ordinance annexing approximately 3,422 acres of land including the City's wastewater treatment plant and neighboring City-owned property (the Dells) into the City's jurisdictional boundaries.	Regular	Christianson	30 min
				AB 3135 Discussion/possible action regarding approval of a new Resident Parking Permit Only zone in Uptown.	Regular	Lunsway/Harris	1 hour
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of \$XXXXXXX.	Regular	Hall	30 min