

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 25, 2025

NOTES:

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

www.SedonaAZ.gov

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

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

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

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - January 29, 2025 City Council Special Meeting.
- b. AB 3191 Approval of award for a professional services contract for construction material testing and special inspection of the Uptown Parking Garage to Quality Testing, LLC in the amount of \$182,974.
- c. AB 3195 Approval of a Linking Agreement with FlexGround, LLC for rubber surfacing at Ranger Station Park Playground in an amount not-to-exceed \$114,418.56.

4. APPOINTMENTS

- a. AB 3190 Discussion/possible action regarding the appointment of a Tourism Advisory Board member.

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

- a. Executive Session report for February 11, 2025 - None.

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 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 plus closing costs and authorization of a budget transfer of funds of up to \$1,010,000.
- b. 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.
- c. 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.

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.

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 25, 2025

Page 2, City Council Meeting Agenda Continued

10. ADJOURNMENT

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

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

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

Posted: 02/19/25

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, January 29, 2025, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

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

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Community Development Steve Mertes, Executive Assistant to the Chief of Police Jessica Bryson, Housing Manager Jeanne Blum, Housing Coordinator Laura Stewart, Deputy Chief of Police Chris Dowell, Chief of Police Stephanie Foley, Police Support Services Manager Erin Loeffler, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3181 Discussion/possible action regarding approval of a \$15,000 grant to Catholic Charities Community Services to manage the proposed Emergency Cold Weather Overnight program for individuals experiencing homelessness.

Presentation by Jeanne Blum and Director of Homeless Services for Catholic Charities Community Services Camie Rasband. Chief Foley, Deputy Chief Dowell and President of the Sedona Lodging Council Cheryl Barron, assisted by answering questions during the presentation.

Questions and comments by City Council.

Councilor Kinsella moved to approve a \$15,000 grant to Catholic Charities to manage the Emergency Cold Weather Overnight program pursuant to a written funding agreement approved by the City Attorney's Office. Seconded by Councilor Dunn. Vote: Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Kinsella, Furman, Pfaff) and zero (0) opposed.

b. AB 3171 Discussion/possible direction regarding the development of a strategic plan to address homelessness in Sedona, including a regionally coordinated plan for addressing homelessness in the Verde Valley.

Presentation by Jeanne Blum, Principal Consultants with Viam Advising, Matt White and Jonathan Danforth, Catholic Charities Community Services Camie Rasband and Arizona Department of Housing, Special Needs Programs Administrator David Bridge.

The following local stakeholders spoke about the effects of homelessness, their organization's capabilities, and their willingness to assist in a joint effort to address homelessness:

Sedona Police Department Deputy Chief Chris Dowell, United States Forest Service Officer Christian Roper, Board Member of St. Vincent De Paul Maureen Koza, Arizona Complete Health Community Relations Representative Community Affairs Anthony Mancini, Arizona Complete Health 1st Responder Liaison Coconino & Yavapai Counties, Justice & Crisis Systems Bill Mitchell, Sedona Fire District Chief Ed Mezulis, Cottonwood Police Chief Brian Freudenthal, Yavapai County Sheriff's Office Lieutenant Daniel Pritchard, Executive Director Yavapai Justice & Mental Health Coalition & Director of Behavioral Health Services Beya Thayer, Spectrum Healthcare Director of Continuous Care Programs Paige LeForte, President & CEO of Polara Health Tamera Player, Program Coordinator for Yavapai County Community Health Services Heather Klomprens, Director of Sedona Area Veteran Community Outreach Don Hallford, Board Member of Sedona Community Food Bank Jane Tusso, and Superintendent of the Sedona Oak Creek Unified School District Tom Swaninger, (read by Mayor Jablow).

Yavapai County Supervisor Nikki Check is looking forward to being more engaged as efforts continue.

Break at 5:28 p.m. Reconvened at 5:38 p.m.

Question and comments by council.

By majority consensus, council directed staff to work with Viam Advising on a "scope of work" quote for mapping and gap analysis of area services, the development of a regional response to address coordination of services to vulnerable populations and discussion of city resource allocation towards these efforts. Staff was directed to schedule another work session and reach out to other city managers in the Verde Valley.

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

4. Executive Session

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

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

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 6:53 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 29, 2025.

Marcy Garner, Deputy City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 3191
February 25, 2025
Consent Items

Agenda Item: 3b

Proposed Action & Subject: Approval of an award for a professional services contract for construction material testing and special inspection of the Uptown Parking Garage to Quality Testing, LLC in the amount of \$182,974.

Department	PW/Engineering – Bob Welch
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	December 10, 2019; February 25, 2020; November 24, 2020; January 12, 2021; May 25, 2021; September 15, 2021; March 14, 2023; June 27, 2023; August 9, 2023; November 15, 2023, May 14, 2024, June 25, 2024; and July 9, 2024
Exhibits	A. Professional Services Agreement

Finance Approval	Reviewed 2/10/25 BGW	
City Attorney Approval	Reviewed 2/11/25 KWC	Expenditure Required
		\$ 182,974
City Manager's Recommendation	Recommend approval ABS 02/16/25	Amount Budgeted
		\$ 22,593,610
		Account No. 22-5320-89-68A4 (Description)

SUMMARY STATEMENT

Staff is requesting approval of a professional services contract with Quality Testing, LLC in the amount of \$182,974 for Construction Material Testing and Special inspection on the Uptown Parking Garage.

Background:

HISTORICAL PERSPECTIVE

The Uptown Sedona Parking Garage is associated with the Sedona Transportation Master Plan (TMP, January 2018), Strategy 3. This strategy aims to expand parking areas by providing additional parking lots, added on-street parking, and a new parking garage.

In early 2019, a draft Community Focus Area (CFA) Plan was initiated for Uptown Sedona ("Plan Uptown"). The first major objective of the CFA Plan was to analyze current parking conditions and make recommendations for current and future parking needs. In May 2019, the City contracted with Walter P. Moore to prepare an Uptown Sedona Parking Facility Needs, Siting and Design Concept Assessment to analyze the current parking conditions and demand

and make recommendations for alternatives that accommodate current and future parking needs. Walter P Moore, working in conjunction with staff and the Uptown Parking Advisory Committee completed the analysis and provided their recommendations in a draft report to the City Council on December 10, 2019. The report explored and assessed nine sites for additional parking spaces through either surface lots or parking garages and determined the North Forest site to be most advantageous for the following reasons:

- The site is in an area of high demand for employee parking.
- The site provides potential for the consolidation of new parking supply.
- The site is located on a hillside and can easily conceal a new parking structure.
- The site is on the opposite side of Uptown from the largest current parking supply, the Municipal Lot, providing a greater distribution of parking.
- The location of the site is at the southern end of Uptown, helping to mitigate the number of vehicles traveling throughout the most congested parts of Uptown.
- The site has good access for vehicular traffic near SR 89A.
- The site has potential for integration with a transit system.

A final report was provided to the City Council on February 25, 2020, at which time the Council provided directions to proceed with a parking structure at the Forest Road site, which provided for a three-level garage with one level below grade. Additional Council direction provided for the acquisition of the property associated with a Parking Garage on the Forest Road site.

Consistent with Council direction, staff initiated the development of a scope of work and a Request for Qualification (RFQ) that would serve in soliciting the qualifications of interested Architecture/Engineering consulting firms for the design of the three-level parking garage. The RFQ was advertised on September 9, 2020, and the city received a total of 11 qualification statements from interested firms. The top-ranked architecture firm of Gabor Lorant Architects, Inc was selected for the work and subsequently contracted for the design of the parking structure. A contract with Gabor Lorant Architects was approved by Council on November 24, 2020.

In pursuit of the CMAR approach to completing construction of the project the City issued a public notice on March 23, 2021, seeking sealed Statements of Qualification for design phase and construction services as a CMAR for the construction of the Uptown Sedona Parking Garage Project. A total of five proposals were received from interested firms, which were reviewed and ranked by a 6-person selection committee. The selection committee unanimously ranked McCarthy Building Companies, Inc the top ranked or best firm for completing the design phase and construction services as CMAR on the project. A Construction Manager at Risk (CMAR) design phase services contract with McCarthy Building Companies was approved by the Council on May 25, 2021.

An application for a Community Plan Amendment and Zone Change for the Parking Garage site was submitted to the Community Development Department on March 1, 2021. On July 6, 2021, Community Development staff represented the recommendation to the Planning and Zoning Commission for a Major Community Plan Amendment to the Future Land Use Map and Zone Change for the proposed Parking Garage site located across two adjoining parcels at 430 and 460 Forest Road. At that time the Planning and Zoning Commission unanimously motioned to forward a recommendation of approval to the City Council regarding the Major

Community Plan Amendment and Zone Change. On September 15, 2021, the City Council gave final approval to the Major Community Plan Amendment and Zone Change recommendations made by the Planning and Zoning Commission.

Following City Council direction, in October 2022, the Design Development of the Uptown Parking Garage was paused to conduct additional study on the need and siting recommendations for parking in the Uptown area. On March 14, 2023, a Professional Services Contract was presented and approved by the Council for the purpose of an Uptown Parking Alternatives Analysis and Site Selection Study. On November 15, 2023, final recommendations from the Uptown Parking Alternative Analysis and Site Selection study were presented to the Council. While additional considerations were evaluated, in relation to the needs and site selection of a garage, the recommended Forest Road location was confirmed. At that point, Council directed staff to move forward with the Design Development and construction of the Parking Garage, with additional direction to develop a plan for employee parking, employ guidance technology in conjunction with the Parking Garage, finalize a plan for consolidation of existing public parking and restriction of non-resident parking on residential streets, and a financial plan for funding the Parking Garage on a user fee basis.

Design Development for the Uptown Parking Garage was re-initiated upon the City Council's direction and the final design together with a CMAR construction phase services contract with McCarthy Building Companies, Inc. was presented for approval to City Council on May 14, 2024.

PROFESSIONAL SERVICES FOR GEOTECHNICAL AND MATERIALS TESTING

In August the site excavation work for the Uptown Parking Garage commenced under a separate contract with Fann Contracting, Inc via a change order associated with the Forest Road Connection Project and approved by City Council on July 9, 2024. With the site excavation nearing completion and in support of the vertical or building portion of the Uptown Parking Garage construction, staff through its solicitation for Professional On-Call Services for Geotechnical and Materials Testing reached out to the four qualified Geotechnical firms associated with the solicitation seeking proposals for the work. Of those four firms staff received a total of two proposals, one from Ninyo and Moore, and the other from Quality Testing. In review of the submitted proposals a selection committee consisting of five Public Works staff members individually reviewed the proposals and based on competency and qualifications selected the firm Quality Testing LLC for the work.

A Professional Services Agreement between the City of Sedona and Quality Testing LLC in the amount of \$182,974.00 has been provided as Exhibit A of this Agenda Bill.

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

Board/Commission Recommendation: ☐Applicable – ☒Not Applicable

Alternative(s): The City Council could elect not to approve the contract for professional services with Quality Testing, LLC; however, this could cause a delay in getting material testing and special inspections performed on the construction of the Uptown Parking Garage.

MOTION

I move to: approve award of a professional service contract for the Uptown parking garage project to Quality Testing, LLC in the amount of \$182,974.

**PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA**

This Professional Services Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Quality Testing, 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 forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with SIM-3A Uptown Parking Garage (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. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of \$182,974.00. 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.
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.
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 February 25, 2025, or at such time as the work in the Scope of Work is completed, whichever occurs first.
 - B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT 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 attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.
14. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
 - B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, 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: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Quality Testing, LLC
175 S Hamilton Place, Bldg 6, Suite 114
Gilbert, Arizona 85233

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 Anette Spickard

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

QUALITY TESTING, LLC

CONSULTANT FIRM NAME

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

We Make Quality Our Business

February 4, 2025

Bob Welch, PE
Project Manager
City of Sedona
Public Works Department
102 Roadrunner Drive
Sedona, Arizona, 86366

RE: Cost Proposal, Revised VER 1
Uptown Sedona Parking Garage
QT Project No. 23128.06
Professional Services Agreement 2023-2024

Dear Mr. Welch,

Please find attached QT's revised cost proposal for the above referenced project. We have prepared this cost estimate based on the details provided to us via e-mail on November 5, 2024. The project consists of a three-level parking garage with one level below grade. Our scope includes compaction testing for subgrade and ABC, shotcrete testing, grout testing, concrete for slabs, flexural beam testing, floor flatness, asphalt paving and as needed special inspections for rebar. We have estimated a total of 150 trips for the entire project which includes attending biweekly project meetings. Our approved contract pricing is attached for any additional testing if required. Please contact me with any questions or concerns regarding the cost estimate.

I look forward to working with you on this project.

Thank you for your consideration.

Sincerely,

Shekhar R. Shah
Geotechnical Department Manager
Quality Testing, LLC



COST PROPOSAL SUMMARY
City of Sedona

CONSULTANT : **Quality Testing, LLC - Owner Acceptance Testing Services**

PROJECT NAME : **Vertical Structure Uptown Sedona Parking Garage**

LABOR FEES

CLASSIFICATION	REG HOURS	REG RATES	ASS'D % O/T	O/T HOURS	O/T RATES	LABOR COSTS	LABOR TYPE
Registered Geotechnical/Materials Engineer	16	\$ 225.00			\$ 337.50	\$ 3,600.00	8
Staff Engineer/Project Manager	280	\$ 165.00			\$ 247.50	\$ 46,200.00	Direct
Sr. Materials Technician		\$ 84.00			\$ 126.00		Direct
Materials Technician	368	\$ 78.00	15%	55	\$ 117.00	\$ 35,139.00	Direct
Inspector	288	\$ 125.00	15%	43	\$ 187.50	\$ 44,062.50	Direct
Administrative Assistant	20	\$ 65.00			\$ 97.50	\$ 1,300.00	Direct
		\$ -					
		\$ -					
Lab Technicians	280	\$ -					
		\$ -					
		\$ -					
		\$ -					

**** Regular Rate x Overtime Premium of 1.50**

(1) Direct Billable Labor Cost	\$	130,301.50
(2) Indirect (Non-Billable) Labor Cost	\$	-
(3) Subtotal	\$	130,301.50
Subtract Indirect Labor (2)	\$	-

TOTAL EXTENDED QT DIRECT BILLABLE LABOR \$ 130,301.50

OTHER FEES

CLASSIFICATION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
Trip Charge-Daily Vehicle & Equipment Charge	150	EA	\$ 135.00	\$ 20,250.00
				\$ -
				\$ -

TOTAL OTHER FEES \$ 20,250.00

LAB TESTING FEES

LAB TESTING FEES	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
301-Concrete Compressive Strength Cylinders	400	EA	\$ 18.00	\$ 7,200.00
302-Flexural Beam Testing	60	EA	\$ 40.00	\$ 2,400.00
313-Shotcrete (1 Shotcrete Panel includes 3 cores) Compressive Strength	135	EA	\$ 57.00	\$ 7,695.00
305-Grout Prisms, Compressive Strength	213	EA	\$ 22.00	\$ 4,686.00
404-Fracture Faces	1	EA	\$ 97.00	\$ 97.00
411-Plasticity Index (Wet Prep)	2	EA	\$ 85.00	\$ 170.00
413-Standard Proctor	3	EA	\$ 120.00	\$ 360.00
415-Sand Equivalent		EA	\$ 110.00	\$ -
416-Sieve Analysis	2	EA	\$ 75.00	\$ 150.00
406-Sulfate Soundness	1	EA	\$ 320.00	\$ 320.00
417-Specific Gravity of CA		EA	\$ 57.00	\$ -
420/421-pH & Resistivity		EA	\$ 102.00	\$ -
425-One Dimensional Swell		EA	\$ 150.00	\$ -
501-AC Core, Density	8	EA	\$ 20.00	\$ 160.00
405-Abrasion of Coarse Aggregate (LA)	1	EA	\$ 225.00	\$ 225.00
710 - Residue by Evaporation		EA	\$ 110.00	\$ -
504-Ignition Furnace Calibration	1	EA	\$ 699.00	\$ 699.00
505/506-AC Content with Gradation (Ignition Method)	8	EA	\$ 200.00	\$ 1,600.00
507/508-AC Marshall Bulk Density & Stab and Flow		Set of 3	\$ 168.00	\$ -
509-AC Max. Specific Gravity	8	Set of 3	\$ 155.00	\$ 1,240.00
510-AC Gyratory Compaction	8	Set of 2	\$ 190.00	\$ 1,520.00
Other-Floor Flatness	3	EA	\$ 1,300.00	\$ 3,900.00

TOTAL LAB TESTING FEES \$ 32,422.00

TOTAL ESTIMATE OF ALL FEES \$ 182,973.50

Shekhar R. Shah
Estimated By

February 4, 2025
Date

SCHEDULED PROJECTED MAN-HOURS
City of Sedona

LABOR

\$225.00	Registered Geotechnical Engineer
\$165.00	Staff Engineer/Project Manager
\$84.00	Sr. Materials Technician
\$78.00	Materials Technician
\$65.00	Administrative Assistant
\$135.00	Trip Charge

CONCRETE & MASONRY

\$18.00	Compressive Strength, Cylinders (ASTM C39, AASHTO T22)
\$40.00	Flexural Beam Testing (ASTM C78, AASHTO T97)
\$22.00	Grout Prisms, Compressive Strength (ASTM C1019)
\$22.00	Mortar Cubes, Compressive Strength (ASTM C109)
\$22.00	Mortar Cylinders, Compressive Strength (ASTM C780)
\$48.00	CMU, Compressive Strength, Net Area (ASTM C140)
\$22.00	Masonry Prism, Compressive Strength (ASTM C1314, C140)
\$57.00	Shotcrete, Compressive Strength (ASTM C42, C39, AASHTO T22, T24)
**	Capping Cylinders (ASTM C617, T231)
*	Making & Curing Concrete Test Specimens (ASTM C31, AASHTO T23)
*	Slump of Hydraulic Cement Concrete (ASTM C143, AASHTO T119)
*	Density, Yield, & Air Content of Concrete (ASTM C138, AASHTO T121)
*	Sampling Fresh Mixed Concrete (ASTM C172, AASHTO R60)
\$35.00	Concrete Floor Moisture Vapor Emission Rate (ASTM F1869)
\$20.00	Measuring Length of Drilled Concrete Cores (ASTM C1542, AASHTO 148)

SOIL & AGGREGATE

**	Sample Reduction (ASTM C702, AASHTO R76)
\$52.00	Bulk Density & Voids (ASTM C29, AASHTO T19)
\$95.00	Flakiness Index (ARIZ 233C)
\$112.00	Flat & Elongated Particles in CA (ASTM D4791)
\$97.00	Fractured Particles in CA (Fractured Faces) (ASTM D5821)
\$225.00	Abrasion of Coarse Aggregate (LA) (ASTM C131, AASHTO T96)
\$320.00	Sulfate Soundness of Aggregates (ASTM C88, T104)
\$93.00	Uncompacted Voids of Fine Aggregate (ASTM C1252, AASHTO T304)
\$18.00	Moisture Determination (ASTM D2216, C566, AASHTO T265, T255)
\$36.00	In-Situ Moisture / Unit Wt. (ring sample) (ASTM D2216, AASHTO T265)
\$85.00	Plasticity Index (ASTM D4318, AASHTO T89, T90)
\$150.00	Proctor, Modified (ASTM D1557, AASHTO T180)
\$120.00	Proctor, Standard (ASTM D698, AASHTO T99)
\$150.00	Proctor, Soil Cement Mixtures (ASTM D558, AASHTO T134)
\$110.00	Sand Equivalent (ASTM D2419, AASHTO T176)
\$75.00	Sieve Analysis (ASTM C136, C117, AASHTO T27, T11)
\$57.00	Specific Gravity/Absorption (Coarse Agg.) (ASTM C127, AASHTO T85)
\$75.00	Specific Gravity/Absorption (Fine Agg.) (ASTM C128, AASHTO T84)
\$150.00	Specific Gravity of Soils (ASTM D854, AASHTO T100)
\$102.00	pH & Resistivity Determination (ASTM D2976, ARIZ 236)
**	Dry Preparation of Soils (ASTM D421, AASHTO R58)
\$300.00	Particle Size - Hydrometer Analysis of Soils (ASTM D422, AASHTO T88)
\$150.00	Shrinkage Factor / Expansion Index (AASHTO T92, ASTM D4829)
\$150.00	One Dimensional Swell/Settlement (ASTM D4546)
\$600.00	California Bearing Ratio (CBR) (3 points) (ASTM D1883, AASHTO T193)
\$94.00	Direct Shear Test (per point) (ASTM D3080, AASHTO T236)
\$94.00	Unconfined Compressive Strength (ASTM D2166, AASHTO T208)
\$150.00	One Dimensional Consolidation (ASTM D2435, AASHTO T216)
Quote	Field Percolation Test (ASTM D3385)
\$96.00	Clay Lumps & Friable Particles Agg (ASTM C142, AASHTO T112)
\$150.00	Collapse Potential of Soils (ASTM D5333)
\$150.00	Lightweight Pieces in Aggregate (ASTM C123, AASHTO T113)
Quote	Triaxial Shear Test (ASTM D7181/4767/2850, AASHTO T297/T296)
Quote	Durability Index (ASTM D3744)
\$50.00	Organic Impurities (ASTM C40)
\$94.00	Compressive Strength of CTB or Soil Cement Specimen (ARIZ 241a)
Quote	Permeability Test (ASTM D2434)
\$110.00	Unit Weight & Voids in Aggregate (ASTM C29, AASTO T19)

ASPHALT MIXTURES

\$20.00	Core Bulk SG/Thickness (ASTM D2726, AASHTO T166)
\$38.00	Core Bulk SG/Thickness (Coated) (ASTM D1188, AASHTO T275)
\$699.00	Ignition Oven - Calibration (per mix) (ASTM D6307, AASHTO T308)
\$125.00	Ignition Oven - Asphalt Cement Content (ASTM D6307, AASHTO T308)
\$75.00	Extracted Aggregate - Mechanical Analysis (ASTM D5444, AASHTO T30)
\$150.00	Marshall Specimen Bulk Density (ASTM D6926, D2726, AASHTO T245)
\$18.00	Marshall Stability & Flow (ASTM D6927)
\$155.00	Maximum Specific Gravity of HMA Mixture (ASTM D2041, T209)

NOTES: * = Included in field labor ** = Included in other test rates

ASPHALT MIXTURES (continued)

\$190.00	Gyratory Compaction (ASTM D6925, D2726, AASHTO T312, T166)
\$750.00	Nuclear Asphalt Content Gauge (ASTM D4125, T287)
\$550.00	Moisture Damage of HMA (TSR) (ASTM D4867, AASHTO T283)
Quote	Extraction of Hot Mix Asphalt (HMA) (ASTM D2172, AASHTO T164)
Quote	Air Voids in Dense/Open Bituminous Mixes (ASTM D3203, AASHTO T269)

ASPHALT CEMENT

\$980.00	PG Verification (AASHTO M320)
\$1,200.00	PG Classification (AASHTO R29)
\$230.00	Dynamic Shear Rheometer (ASTM D7175, AASHTO T315)
\$300.00	Bending Beam Rheometer (ASTM D6648, AASHTO T313)
\$260.00	Rotational Viscosity (ASTM D4402, AASHTO T316)
\$230.00	Pressure Aging Vessel (ASTM 6521, AASHTO R28)
\$190.00	Rolling Thin Film Oven (ASTM D2872, AASHTO T240)
\$650.00	Multiple Stress Creep Recovery (MSCR) (ASTM 7405, AASHTO T350)
\$110.00	Absolute Viscosity (ASTM D2171, AASHTO T202)
\$150.00	Kinematic Viscosity (ASTM D2170, AASHTO T201)
\$150.00	Ductility of Bituminous Materials (ASTM D113, AASHTO T51)
\$150.00	Elastic Recovery (ASTM D6084, AASHTO T301)
\$150.00	Flash & Fire Point, Cleveland Open Cup, (ASTM D92, AASHTO T48)
\$110.00	Penetration (@ 77°F; 25°C) (ASTM D5, AASHTO T49)
\$750.00	Penetration Grade (PG) Asphalt Verification (AASHTO M20)
\$110.00	Softening Point of Bitumen (Ring & Ball) (ASTM D36, AASHTO T53)
\$110.00	Specific Gravity of Binder (ASTM D70, AASHTO T228)
\$190.00	Solubility of Asphalt in Trichloroethylene (ASTM D2042, AASHTO T44)
\$300.00	Water in Petroleum Products (ASTM D95, AASHTO T55)

ASPHALT RUBBER

\$150.00	Brookfield Viscosity (ASTM D2994 or ASTM D5018)
\$190.00	Brookfield Viscosity Crack Sealant (ASTM D2196)
\$110.00	Rotational Viscosity (ASTM D4402, AASHTO T316)
\$110.00	Resilience (ASTM D5329)
\$230.00	Specific Gravity of Crumb Rubber (ASTM D1817, CT208)
\$190.00	Bulk Density of Crumb Rubber
\$110.00	Rubber Gradation (ASTM C136)
\$110.00	Haake Viscosity (ASTM D7741)
\$110.00	Cone Penetration (ASTM D5329, AASHTO T59)

EMULSIONS & CUTBACK ASPHALT

\$1,130.00	Emulsion Verification, RS, SS, HFERS, QS (ASTM D977, AASHTO M140)
\$1,130.00	Emulsion Verification, CRS, CSS, CQS (ASTM D2397, M208)
\$1,050.00	Emulsion Verification, CQS-1h (MAG 713)
\$300.00	Identification of Cationic Slow Setting Emulsion (AASHTO T59)
\$150.00	Emulsified Asphalt/Aggregate Coating (AASHTO T59/ASTM D2937)
\$110.00	Residue by Evaporation (ASTM D244, AASHTO T59/ARIZ 512)
\$190.00	Residue by Evaporation (ASTM D2393, CT331)
\$300.00	Residue by Evaporation, Low Temperature (ASTM D7497)
\$260.00	Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59)
\$230.00	Vacuum Distillation of Modified Emulsion (ARIZ 504)
\$150.00	Density of Emulsified Asphalt (ASTM D6837, AASHTO T59)
\$315.00	Low Temperature Distillation (ASTM D244, AASHTO T59)
\$150.00	Float Test (ASTM D139)
\$340.00	Distillate Fraction on Cutback (ASTM D402, AASHTO T78)
\$150.00	Demulsibility (ASTM D244, AASHTO T59)
\$80.00	Coating (SE214) (AASHTO T59)
\$1,200.00	High Float Emulsion Verification (ASTM D977, AASHTO M140)
\$110.00	Particle Charge (ASTM D244, D7402, AASHTO T59)
\$110.00	pH Determination (ASTM D1293)
\$150.00	Saybolt Furol Viscosity (ASTM D88, D7496, AASHTO T72)
\$230.00	Settlement, 5-Day (ASTM D244, AASHTO T59)
\$110.00	Sieve Test (ASTM D244, D7402, AASHTO T59)
\$190.00	Storage Stability, 1-Day (ASTM D244, D6930, AASHTO T59)
\$300.00	Resistance to Water/ Freeze/Heat/Kerosene (ASTM D2939)
\$190.00	Freezing (ASTM D6929, AASHTO T59)
\$625.00	Wet Track Abrasion, 1 & 6 -Hour (ASTM D3910/ISSA TB100)
\$255.00	Monolayer Loaded Wheel Test (ISSA TB109)
\$55.00	Wet Cohesion Test (ISSA TB109)
Quote	Extraction for AC Content (AASHTO T164)
\$625.00	Abson Recovery (ASTM D1856, D2172, AASHTO T184)

REBAR/REINFORCING STEEL

\$120.00	Steel (Bars)/Tension, Elongation, Strength (ASTM A615, ASTM A706)
\$120.00	Steel (Bars)/Bend Test (ASTM A615, ASTM A706)
\$150.00	Steel (Strand/Wire/Cable)/Tension, Elongation, Strength (ASTM A416)



CITY COUNCIL AGENDA BILL

AB 3195
February 25, 2025
Consent Items

Agenda Item: 3c

Proposed Action & Subject: Approval of a Linking Agreement with FlexGround, LLC for rubber surfacing at Ranger Station Park Playground in an amount not-to-exceed \$114,418.56.

Department	Public Works, Kurt Harris/Parks & Rec, Josh Frewin
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	11/14/2023, AB 3010
Exhibits	A. Linking Agreement

Finance Approval	2/13/25 BGW	
City Attorney Approval	Reviewed 2/11/25 KWC	Expenditure Required
		\$ \$114,418.56
		Amount Budgeted
		\$ \$114,418.56.
City Manager's Recommendation	Recommend approval ABS 02/16/25	Account No. 22/46-5242-89- (Description) 68A8/68A9/68AA/68AB/ 68AC (PR-03C Ranger Station Park Buildout)

Background: The City purchased the 3.5 acre “Old Ranger Station” at 250 Brewer Road in 2014 to preserve the historic buildings. Through a subsequent master planning effort for the site, it was determined that the property would be developed into a community park. The City executed a Linking Agreement in 2023 with a prior contractor for the playground equipment and rubber surfacing. The prior contractor installed all of the playground equipment, but was unable to install the rubber surfacing at the playground in a timely manner, although the City extended the Linking Agreement through an amendment.

FlexGround, LLC has provided a price proposal under a Cooperative Purchasing Agreement with 1GPA that is competitive with other cooperative purchasing agreements. FlexGround, LLC is able to begin the work within approximately two weeks after approval of the Linking Agreement, whereas other contractors were not able to get to the work as quickly.

The linking agreement executed with the prior contractor for the playground equipment, installation, and rubber surfacing was for a cost not-to-exceed \$503,759.07. The City has paid

half of this amount, with the other half due upon completion. The prior contractor was notified through a Demand Letter and subsequent communication that the City will arrange for another contractor to install the rubber surfacing and will deduct the cost from the final payment. Therefore, the final cost to the City will remain the same.

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

Board/Commission Recommendation: ☐ Applicable – ☒ Not Applicable

Alternative(s): Council could elect not to approve the Linking Agreement to install the rubber surfacing at the Ranger Station Playground, doing so would delay the opening of the playground to the public.

I move to: approve a Linking Agreement with FlexGround, LLC for rubber surfacing at Ranger Station Park Playground in an amount not-to-exceed \$114,418.56, subject to approval of the written contract by the City Attorney's Office.

LINKING AGREEMENT WITH THE CITY OF SEDONA

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

RECITALS

- A. On November 16, 2022, 1 Government Procurement Alliance (1GPA) entered into a contract with Contractor to purchase the goods and services described in **Playground Solutions Contract 23-07P** ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term/Termination.

- A. Term. The initial period of this Agreement is the period from the Effective Date of this Agreement until **June 1, 2025**, or at such time as the work in the Scope of Work is completed, whichever occurs first.
- B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.
- C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if

applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.
- E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
- F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement and the City of Sedona's General Conditions, as applicable, incorporated by reference as if set forth herein in its entirety. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict.
- C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.
- D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in Exhibit B.
- E. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by Contractor, as applicable to the Scope of Work.

3. Compensation; Billing.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **One Hundred Fourteen Thousand Four Hundred Eighteen and 56/100th Dollars (\$114,418.56)**.
- C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City.
- D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:
 - 1. Contractor name, address, and contact information;
 - 2. City PO Number;
 - 3. Project name
 - 4. Date of service or delivery;
 - 5. Description of materials or services provided;
 - 6. If materials provided, the quantity delivered and pricing of each unit;
 - 7. If applicable, mileage or travel costs; and
 - 8. Total amount due.
- E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- F. Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement

requires a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.

5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor’s work or Services in the performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City, or greater coverages as may be required by the Cooperative Purchasing Agreement. **The Contractor shall submit certificate(s) of insurance from the Contractor’s insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall identify this Contract and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.
 - A. Worker’s Compensation Insurance:
 - Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
 - Coverage B: Employer’s Liability
 - Bodily Injury by accident \$1,000,000.00 each accident
 - Bodily Injury by disease \$1,000,000.00 policy limit
 - Bodily Injury by disease \$1,000,000.00 each employee
 - B. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 - C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the Contractor’s owned, hired or non-owned automobiles assigned to or used in the performance of the Services. Certificate to reflect coverage for either “Any Auto” or “All Owned, Scheduled, Hired or Non-Owned.”

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

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

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

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.
11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/subconsultant it uses warrants their compliance with all federal immigration laws and

regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsultant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Ian Coubrough
102 Roadrunner Drive
Sedona, AZ 86336

Via email: icoubrough@sedonaaz.gov

CONTRACTOR: FlexGround LLC
Attn: Jeff Dyson
2140 E Cedar St
Tempe, AZ 85281

Via email: jeff.dyson@flexground.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
16. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not

be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) AND (B), or pursuant to any other state or federal statute, court rule, case law, or common law.
18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.
19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.
20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.
21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
22. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

[Signatures on Following Page]

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

CITY OF SEDONA, ARIZONA

FLEXGROUND LLC

City Manager or City Department Head

By:_____

Printed Name: _____

ATTEST:

Title:_____

JoAnne Cook, City Clerk

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

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A
Cooperative Purchasing Agreement

Cooperative Purchasing Agreement may be viewed at : <https://portal.1gpa.org/> (password protected)

These documents are available through the City of Sedona Procurement Officer, upon request.

EXHIBIT B
Scope of Work – Contractor’s Proposal (2 pages)



2/6/2025
ORINATION DATE

52895
Job Number

Job Information

Company Name: City of Sedona Parks & Recreation
Contact: Josh Frewin
Phone: (928) 282-7098
Fax:
Email Address: jfrewin@sedonaaz.gov
Job Name: Sedona Historic Ranger Station - 50%Black/50% Color
Address: 250 Brewer Rd
City/State/Zip: Sedona AZ 86336

Account Manager

Contact Name: Jeff Dyson
Address: 2140 E Cedar St
City/State/Zip: Tempe, AZ 85281
Phone: (480) 665-1666
Fax:
Email Address: jeff.dyson@flexground.com

1GPA 23-07P

Expiration Date:					3/8/2025
Part No.	Product Description	Quantity	UOM	1GPA PRICING	Amount
FLXSTD-12	FlexGround Standard - 5.0" System Depth - 50/50 Black Standard Color	2347	SF	\$ 33.65	\$ 78,976.55
FLXSTD-5	FlexGround Standard - 2.5" System Depth, 50/50 Black/Standard Color	1011	SF	\$ 23.22	\$ 23,475.42
ADDALIURE	Pour in Place Add-On - Aliphatic Urethane	3358	SF	\$ 5.85	\$ 19,644.30
DESIGN-1	Design Work	1		\$ 8,720.00	\$ 8,720.00
Discount					\$ (20,407.34)
SubTotal:					\$ 110,408.93
TAX, PROCESSING & LICENSE FEES:					\$ 4,009.63
Total:					\$ 114,418.56

There will be a 3.75% Surcharge if paying by credit card.

Quote includes labor and materials to install 3358 SF of FlexGround Standard at various depths with 50% Black / 50% Beige color mix; 100% Color for design work and aliphatic binder, as noted below:

1011 SF at 2.5" depth for 5-ft CFH
 2347 SF at 5.5" depth for 12-ft CFH

Colors:

Maze Design - 100% Brown (RH32) - 130 SF
 HopScotch Design - 100% Green (RH10) - 23 SF
 Circle Design (10) - 100% Cream (RH31) - 44 SF
 Remaining Area - 50% Black / 50% Beige (RH30) - 3161 SF

NOTES:

- 1) Quote does not include excavation, subbase installation, fencing or security. Area to be site-ready for PIP installation.
- 2) Design work included per Sheet K1.1 design layout provided.
- 3) Bond not included. Please request updated quote if required.

Standard Exclusions: Unless otherwise stipulated in this Proposal, the following items are excluded:

* Prevailing Wages NOT included. (ie: Davis Bacon, TERO, etc.) If this is a Prevailing Wage project, please request alternate pricing.

*Weekend (Saturday and Sunday) or Holiday work. If, by client request or delay in scheduling, weekend or Holiday work is required, labor surcharges will apply.

* Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to the rubberized surface while it sets is NOT included. The installers will put up caution tape, but temporary fencing is recommended. Although the fencing is intended to provide this security, the overall security of property is ultimately the responsibility of customer. Please take any additional precautions as deemed necessary. We are not responsible for any vandalism or injuries even with the provision of the fencing.

* Pushing back sand, woodchips or other loose-fill material (if present around pad) after repairs or installation is complete. FlexGround often must move loose-fill material present around a pad in order to access what is commonly known as the pad's "turndown". Turndown is the rubber surfacing that sits below the pad's top-of-surface, often adjacent to and covered by the loose-fill. It is necessary that the loose-fill be kept back from the pad's turndown while the pad is curing.

*Removal of debris, rocks, trash or any other items that may rise to the loose-fill's surface by virtue of us moving the loose-fill in order to access the turndown as noted above.

Please Note:

* Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*FlexGround's poured-in-place products are hand-mixed on site in order to ensure absolute durability standards and in order to meet the varying specifications of each project. Varying climate and project parameters may affect consistency in design, including: color variation(s), trowel marks and other minor visible flaws.

* Orders for premium color requires a 8-10 week lead time.

Quantities as noted on proposal. If project requires additional quantities, a change order at the per square foot rate must be received prior to installation.

Terms and Conditions

FlexGround warrants that newly installed surfacing will meet or exceed HIC (Head Impact Criteria), as set out in ASTM Standard 1292, corresponding only to the depth of new system installed per FlexGround's official Fall-Height chart. By signing below, client acknowledges that HIC and ASTM guarantees apply only to newly installed surfaces and that the guarantee can only extend to the immediate time of install. After installation, a pad will be subject to varying factors, out of FlexGround's control, that may negate its compliance with any of the above mentioned standards (i.e. sand present around the pad migrating into the pad and rendering it non-compliant with HIC standards). For details on how best to extend the compliant life of a pad, please see our Warranty Standards and Maintenance Procedures.

From time to time, FlexGround performs "job walks" on behalf of its clients and dealers in order to receive recommendations for various repairs. Unless otherwise stipulated in writing, FlexGround does not guarantee that its recommendations will bring a pad into compliance with the above mentioned HIC, ASTM or ADA standards.

This proposal becomes a binding contract upon signature and delivery by Responsible Party. By signing below, the Responsible Party is accepting the terms, conditions and pricing set-forth in this proposal, and does agree to remit payment to FlexGround in accordance with the terms below. In the event that a change in color, design, sub base or square footage is required, a revised proposal will be required before installation can begin. Proposal is subject to the terms specified and is based on information provided. Purchases must be secured with a 50% deposit and accompanied by signed acceptance of this proposal before installation begins. Final payment is due within 10 days of installation. FlexGround, LLC often enters into marketing and/or referral fee arrangements with various entities that may or may not have a business relationship with customer. FlexGround, LLC reserves the right, at its sole discretion and without further disclosure, to pay up to 10% of the gross revenue received, in accordance with this agreement, to any such entity. Please contact your Account Manager regarding any questions or information needed to assist you with your order.

This contract is not cancelable by Client. FlexGround incurs significant costs in advance of projects. In the event that FlexGround allows for the cancellation of this contract, client will be charged, at minimum, for all material, inventory, labor, mobilization and miscellaneous costs which may have been incurred.

Proposals generated from site visits are based on visible factors and may not include remedies for sub-surface and/or non-visible conditions. FlexGround reserves the right to cancel this contract in the event that such factors effect the final scope of work as proposed herein.

Installations may be performed by any one of FlexGround's sister companies including FlexGround LLC, FlexGround Nevada LLC, FlexGround Surfaces, Inc and/or Stafford Industries.

FlexGround Representative
Jeff Dyson

Date

Responsible Party

Date

AZ License 288687 & 283192



CITY COUNCIL AGENDA BILL

AB 3190
February 25, 2025
Appointments

Agenda Item: 4a

Proposed Action & Subject: Discussion/possible action regarding the appointment of a Tourism Advisory Board member.

Department City Clerk/JoAnne Cook and Marcy Garner

Time to Present 2 minutes

Total Time for Item 5 minutes

Other Council Meetings N/A

Exhibits A. Application

Finance Approval	Reviewed 2/10/25 BGW	
City Attorney Approval	Reviewed 2/11/25 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Reviewed ABS 2/16/25	Amount Budgeted
		\$ 0
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: The Tourism Advisory Board advertised seeking applicants to fill one (1) vacant seat on the Tourism Advisory Board with an application deadline of October 15, 2024. The vacancy is the result one (1) Board member's resignation before the end of their two-year term, expires on December 31, 2025.

The Tourism Advisory Board Selection Committee (Selection Committee), made up of Mayor Scott Jablow, Vice Mayor Holli Ploog, and Chair John Fitzgibbons, held a meeting on January 7, 2025, to discuss which of the eleven (11) applicants would move forward to the interview process.

On January 21, 2025, four (4) applicants were interviewed. The Selection Committee is recommending the appointment of Lindsey Hammersmith to fill the remainder of the vacant term.

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

Board/Commission Recommendation: ☒ Applicable - ☐ Not Applicable

The Selection Committee had no objection with recommending City Council appoint Lindsay Hammersmith to fill the vacant seat.

Alternative(s): City Council may request the vacancy be reposted.

MOTION

I move to: appoint Lindsay Hammersmith to a seat on the Tourism Advisory Board to a term beginning immediately and ending on December 31, 2025, or until a successor is appointed, whichever is later.

RECEIVED

OCT 15 2024

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.

Lindsay Hammersmith

APPLICANT'S NAME: _____

MAILING ADDRESS: _____

(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: _____

(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: _____ Work: _____ Cellular: _____

EMAIL: _____

Are there any days you will not be available for an interview?
Thursday 8-3pm

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 and small

For how many years have you been a resident, business owner, or organizational
representative? I have been a resident for over 12 years and a business owner for over 5

Have you previously been appointed by the City of Sedona to any position or commission/
board other than the one for which you are currently applying?

Yes ☐ No ☒ If so, for which board/commission and for what length of term?

In answering the following questions, 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 was recruited here for a role as Lead Physical Therapist at Therapy on the Rocks, a specialty clinic that specializes in myofascial release and treated primarily clients visiting from all around the world. I learned quickly the challenges of relocating to Sedona for work, finding housing, thinking I could bike to work from Uptown into the Canyon and then finally moving at a time where the community was primarily retirees while I was 27. In my initial years here I really clearly saw the juxtaposition of the importance of tourism and the challenge of living here as a local and finding community. I learned that this is a volunteer community. I volunteered for 3 years with the Illuminate Film Festival which brought mind, body and spirit films to theaters and paired the films with practitioners and modalities for healing. We hosted the event here in Sedona for its first 10 years before eventually the Festival transitioned to Santa Barbara where it was easier to find funding.

When we started our family 10 years ago, I transitioned to home health and served our local community through companies like Angels Care, Granite Mountain and Kindred at Home. I saw firsthand that we are severely limited in our care here to support residents that are undergoing serious medical issues. We need partnerships through Verde Valley Caregivers, Meals on Wheels and others to ensure people can stay in Sedona to recover vs having to leave to where major medical systems are and where they might have the care and support of their families.

My husband and I have since bought Sedona Elite Properties, which is a full service real estate brokerage. I have gotten my real estate license and support our local clientele of renters—both residential and commercial, property owners, vendors and employees. Again, I have learned firsthand the intricacies of working with the tourist population as well as supporting our local community and that balance that requires.

We have 4 young children and we are highly involved in multiple school systems—Sedona Montessori and Sedona Charter School. We volunteer every year to be coaches of either Basketball teams through the City or Soccer through AYSO.

I have completed the Citizens Academy Training as well to learn more about the city of Sedona and my family and I volunteer with the Sedona Food Bank with their Food Drives.

I have been working for the last 2 years with a small private physical therapy clinic that sees both locals and tourists. I teach classes two times a week to create a community space for us to gather and focus on healing and peace.

I love living in Sedona and feel very grateful to have been able to be a part of this community for over 12 years. I do not take the gift of living here for granted and I hope to be able to serve the community through TAB if chosen.

2. What do you believe are the most important duties, responsibilities, and role of a Tourism Advisory Board?

Being a team member, listening and learning together to best learn how to support this vibrant community.

3. What is your understanding of the impacts, both positive and negative, of tourism and visitation to our area?

My understanding is that it's a tender balance. Sedona is a tourist destination that requires a community to sustain it. I firmly believe that those of us that do live here full time are stewards of the land and bear a responsibility to it in being here. I believe that sustainable tourism and a focus on preserving the integrity of the land at our core, will continue to support a positive trajectory for Sedona as a local community and tourist destination.

4. What do you believe are the major issues facing the City and the Tourism Advisory Board at this time?

Next Door Neighbor. In all seriousness, I believe that misinformation and entitlement are real issues for the City and TAB. I think a strong Board made up of local community members that speak from various perspectives is very important.

5. What do you hope to accomplish as a Tourism Advisory Board member?

I would like to bring my unique perspective as a mother and as a healthcare professional to improve the areas I see as lacking in Sedona that I do think can be accomplished through serving both the tourist and local community. Public and private partnerships are essential for projects and infrastructure to thrive in Sedona and I think my background will support the TAB well as they navigate supporting the City.

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'm the middle child of 6. I'm a mother of 4. I have played competitive team sports my entire life and I've worked for large corporations and small businesses. We need one another and we need to work together now more than ever. I believe that the variety of our opinions is a strength and that by working together, it's possible to find solutions that will make Sedona even more vibrant and interconnected.

7. What do you see as the highest priorities for the Tourism Advisory Board and a new municipal tourism marketing and management program?

I'm not sure yet. I want to learn more about the Tourism Advisory Board and listen to what the City is navigating to help determine what those priorities might be at this time.

8. What is your perspective on the importance of branding and marketing for Sedona as a destination?

Branding and marketing are not my background but I have learned through Sedona Elite just how important these components are in business and tourism. I am excited to learn more about what this looks for Sedona with the other Board members.

9. What do you see as the city's role in providing support to private business?

I have felt so supported by our City. I have seen first hand working with Molly Spangler and Lauren Brown just how important it is to have guidance and support and how that can encourage and sustain small businesses. I have personally and professionally benefited from being connected to workshops, resources, and mentors through the City and I encourage others to work closely with the City as a small business owner. Sedona has unique challenges and I believe sustainability requires public and private partnership.

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 am open to either.

11. What is your availability for standing meetings during regular business hours (Monday through Thursday between 7 a.m. and 6 p.m.)?

I have flexibility in my schedule. I currently see patients on Thursdays so this is my least available day currently. I do have school pick up for my children 2:15-3 pm most days but could make other arrangements.



**CITY COUNCIL
AGENDA BILL**

**AB 3186
February 25, 2025
Regular Business**

Agenda Item: 8a

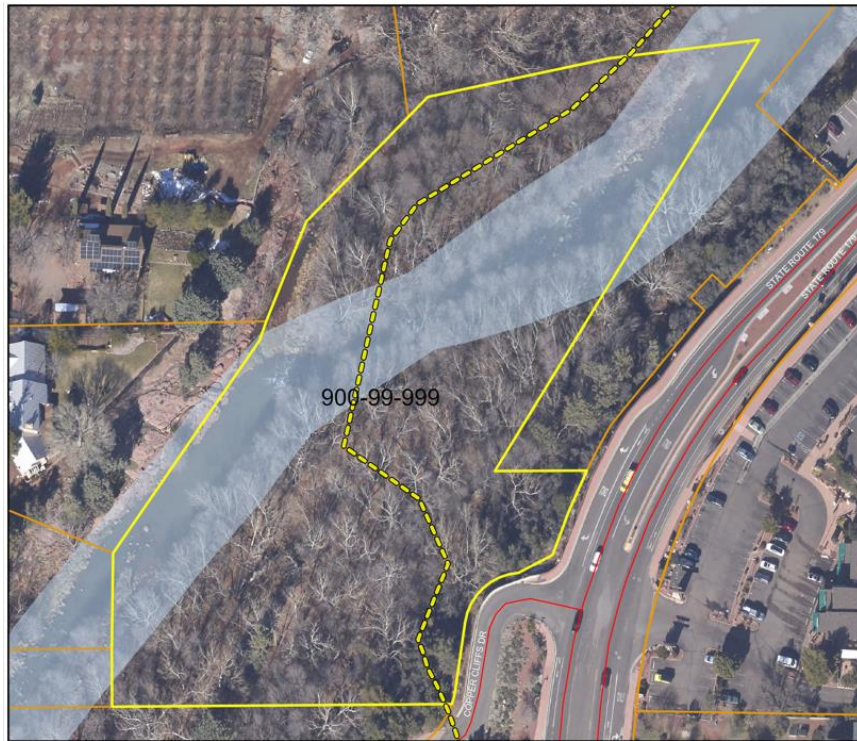
Proposed Action & Subject: Discussion/possible action regarding approval of a property purchase agreement, with the Arizona Department of Transportation, for the purchase of a parcel located at 676 SR 179, in the amount of \$998,602.50 plus closing costs and authorization of a budget transfer of funds of up to \$1,010,000.

Department	City Manager, J. Andy Dickey
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	December 10, 11, and 12, 2024; February 12, 2025
Exhibits	A. Property Purchase Agreement B. Site Map C. Creek Walk Map

Finance Approval	Reviewed 2/10/25 BGW	
City Attorney Approval	Reviewed 2/11/25 KWC	Expenditure Required
		\$ 998,602.50
City Manager's Recommendation	Recommend approval 2/18/25	Amount Budgeted
		\$ 1,010,000
		Account No. 52-5630-89-68F9 (Description) (PT-04b)

SUMMARY STATEMENT

Staff is presenting a Property Purchase Agreement, with the Arizona Department of Transportation (ADOT), for the purchase of a parcel located at 676 SR 179.



Location of Parcel at 676 SR 179

Background: The property located at 676 SR 179 has been identified by the Arizona Department of Transportation (ADOT) as one of several parcels of excess land, which they'd like to dispose of. Staff has reviewed this property, performed site investigations, and found the property to have a public use for access to Oak Creek including connection to the Creek Walk. The purchase price for the parcel is \$998,602.50, the amount ADOT paid for the property when it was acquired by them in 2008. The City is able to purchase the property from ADOT for the amount they paid, if a deed restriction is applied which restricts the use to a specific highway purpose, by Arizona Revised Statutes. (28 A.R.S. Chap. 20 Art. 6 § 28-7095.)

The Creek Walk project has been a topic of discussion for over 25 years. With the completion of the Pedestrian Crossing at Oak Creek Project, a short connecting section of the creek walk was completed in 2024. While the extension of this Creek Walk has a long history of interest in the community, many challenges will need to be overcome to make it a reality. As discovered with the Pedestrian Crossing at Oak Creek Project, the ADEQ Oak Creek Non-Degradation Permit rules make improvements along the creek difficult. In addition, partnering with several state and federal agencies will be necessary to work through water quality criteria, endangered species habitat protection, and other considerations. This will include collaboration with local groups such as the Oak Creek Watershed Council (OCWC), adjacent property owners, etc. This collaboration will include considering land use options, potential grant funding, environmental educational opportunities, and other considerations.

The Oak Creek Heritage Lodge development agreement was approved by Council at the December 10, 2024 Council meeting. The development agreement includes a reimbursement by the development for improvements and land acquisition for the Creek Walk or "Oak Creek Plan."

Circulation – Future Opportunities

- Traffic Signal Metering at existing and new RABs
 - New proven technology for on-demand or dynamic traffic synchronization
 - Preemption for emergency service and transit
- Acquire ADOT Parcels for future transportation uses and open space (CR1)
- Uptown Pedestrian Bridges (CR7)



Dec 11 & 12 Council Retreat Slide, Creek Walk Discussion

At the December 11 & 12, 2024 Council Retreat, current and future priorities were considered by City Council. At this meeting the Creek Walk, and the 676 SR 179 parcel were discussed. While cost projections have been made regarding the Creek Walk, these costs are budget planning level, made without studies or concepts informing alignment details, pathway makeup, or specific parcel acquisitions being identified.



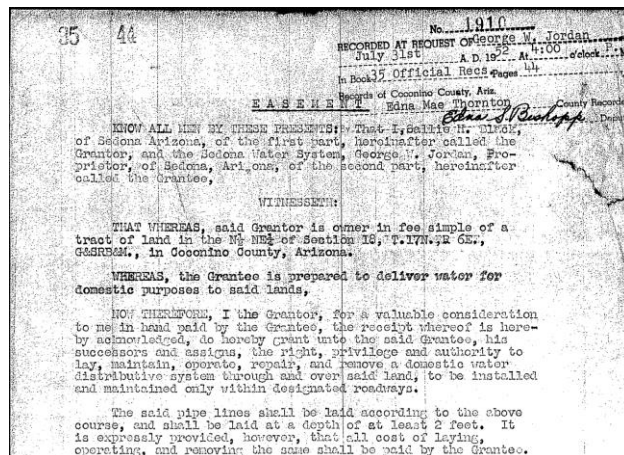
Pedestrian Crossing on Oak Creek



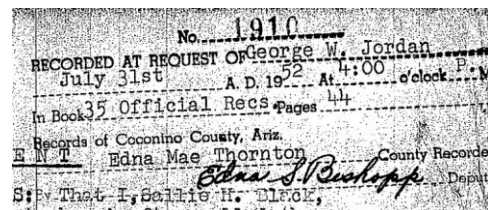
Oak Creek at 676 SR 179

Property Features:

- The size of the parcel is approximately 3.64 acres.
- The parcel zoning is CO.
- A significant elevation change exists on the east side of the property. There's an approximate 50' drop in elevation from SR 179 down to the property.
- A more gradual elevation change occurs along the creek. Approximately 14' of elevation change occurs along the creek frontage.
- The property purchase requires future use be for a specific highway purpose. If the city does not purchase the property with this restriction it would need to be sold at auction to the public. This would open future use options to what's allowed by zoning.
- A Phase 1 Environmental Site Assessment was completed during escrow. No findings of concern were determined for the property.
- An irrigation ditch originates just upstream of the property and passes through the property in a pipe, which provides irrigation to properties on Copper Cliffs Drive. The property does not have rights to the irrigation water.



1952 Irrigation Easement



Recording information (George W. Jordan Grantee)

Creek Walk:

- Connection to adjacent areas, Sedona Trails & Pathways System (ST&PS), Uptown, Huckaby, Ranger Station Park, etc.
- Once complete, the study will inform details of how the Creek Walk could be developed. While these details are not yet known it is expected that the walk may incorporate some of the best parts of other famous creek/river walks across the country. The amenity is expected to provide a scenic, relaxing outdoor space to stroll along Oak Creek, with beautiful views, access to adjacent commercial areas, and the potential for diverse activities, events, and public art installations, all while providing a calming natural environment with the sounds of flowing water; essentially combining the vibrancy of the City with the serenity of nature.
- There are negative impacts that could result from a Creek Walk facility, however, the intent would be to develop the Creek Walk in a way to avoid negative impacts.
- This property is a part of the Creek Walk; however, the property can be developed even if the rest of the Creek Walk is not developed.
- The Creek Walk will need to overcome some of the same challenges the ST&PS program has overcome. Concerns over what it is and what it isn't. The Creek Walk will be a pathway much like those built in the approximately 10 miles of ST&PS program.

Sedona Walk:

The trails and pathways throughout the city will include improvements that enhance the user experience. Some improvements will include shade structures, benches, water refill stations, etc. In addition, the Sedona Walk will include informational signs with themes specific to each area. More information will be provided for the Sedona Walk in the near future.

- View Walk (design is complete, parts of the information signs will be installed prior to Spring 2025)
- Creek Walk (this is expected to be designed in FY26)
- Ranger Station Park Walk (design is in process)

Property Use:

- As discussed at the Council Retreat in December 2024, the property would be developed into a creek park with the Creek Walk passing through.
- The specific highway purpose, required as a condition of the acquisition, includes shared use paths like the Creek Walk and could also include parking in Parcel B, just south of the subject parcel.
- Although the study for the property is not complete, Council has expressed a desire to not have the property include direct creek access. The Creek Walk would be a linear park restricting access from Oak Creek, allowing preservation along with close observation of the creek.
- Like other trails and pathways, the access would “activate the space” resulting in positive use of the area driving away undesirable use.
- Currently this property and others in the Creek Walk area are not well maintained, and include flood debris that have built up over time. Acquiring property, such as the

proposed action, will result in City ownership and the ability to routinely provide maintenance, which will reduce the flood hazard.

Public Outreach:

- While staff and council have discussed the Creek Walk during several public council meetings, a formal public outreach effort has not been completed.
- The proposed FY26 budget, currently in development, includes a proposed study. This study process will include a public outreach effort.
- Some inquiries have been received from neighboring property owners south of the subject parcel acquisition. Response to these inquiries has included mainly clarifying there is currently no intent to extend the Creek Walk further south beyond the current concept alignment.
- Concern has been expressed by neighboring property owners, in the area along Bear Wallow Lane. This is the Phase 3 area, which currently has no proposed action for development.

Phases:

The phases of the Creek Walk include the following:

- Phase 1: South end at ADOT parcels to SR 179
- Phase 2: SR 179 to SR 89A Connector
- Phase 3: SR 89A Connector to north end of Uptown

Schedule/Budget:

- FY25 – The subject parcel acquisition is the only action proposed for this property or the Creek Walk.
- FY26 – A study, and additional property acquisition (one consideration is ADOT Parcel B) is proposed in the FY26 budget
- FY27 – Design Phase 1 is proposed
- FY28 – Construction Phase 1 is proposed
- The Oak Creek Heritage development agreement includes a 10% reimbursement towards land acquisition for the Creek Walk or “Oak Creek Plan.”
- A budget line item transfer is proposed in the amount of \$1,010,000 for the proposed parcel acquisition. This would come from capital improvement project PT-04b “SR 179 Park and Ride”. These funds are available due to this project being delayed.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Not approve the proposed purchase of 676 SR 179.

MOTION

I move to: approve a Property Purchase Agreement with the Arizona Department of Transportation for the purchase of a parcel located at 676 SR 179 for use to implement the Oak Creek Plan, in the amount of \$998,602.50, subject to approval

of the Property Purchase Agreement by the City Attorney's Office; and, authorize a budget transfer of funds of up to 1,010,000.

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
EXCESS LAND PURCHASE AGREEMENT AND
RECEIPT FOR DEPOSIT, Page 1 of 2**

Project No.: 179 YV 304 H3414 02R

Sale No. L-NC-005A

Received from City of Sedona, an Arizona Municipal Corporation, herein called Buyer, the sum of Nine Hundred Ninety Eight Thousand Six Hundred Two Dollars and Fifty Cents (\$998,602.50) for the purchase of the State's interest in the real property known as Excess Land # L-NC-005A; vacant land that contains approximately $\pm$ 158,604 sq. ft. / $\pm$ 3.641 acres, for a specific highway purpose including a shared use path and parking, located in the area of the Roundabout at Canyon Drive and SR 179, Sedona, Coconino County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
Michael Craig, Manager Date

SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Buyer agrees to purchase the State's interest in the above described real property for the full purchase price of Nine Hundred Ninety Eight Thousand Six Hundred Two Dollars and Fifty Cents (\$998,602.50) payable as follows:

\$998,602.50 Full Purchase Price

\$998,602.50 Balance of full purchase price, payable at close of escrow.

BUYER HEREBY AGREES TO: Close escrow, entered into at Buyer's expense, with Pioneer Title Agency, Inc., 2445 W. State Route 89A., Suite 3, Sedona, Arizona, 86336, Attn: Tracy Reay, 928-203-9190, tracy.reay@pioneertitleagency.com, within 45 days of signed Purchase Agreement.

The property shall be conveyed by Special Warranty Deed to: City of Sedona, an Arizona Municipal Corporation.

BUYER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.

BUYER: City of Sedona, an Arizona Municipal Corporation

By: _____
Scott Jablow Date
Its: Mayor

Address: 102 Roadrunner Dr., Sedona, AZ, 86336
Telephone: (928) 203-5039 **E-Mail:** adickey@sedonaaz.gov

**TERMS OF EXCESS LAND PURCHASE AGREEMENT AND
DEPOSIT RECEIPT, Page 2 of 2**

ESCROW FEES:	When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.
SALE CLOSING SCHEDULE:	Completion of a cash sale, or close of escrow, shall be scheduled on or before forty-five (45) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
POSSESSION:	Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
FORFEITURE OF DEPOSIT:	In the event buyers withdraw its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyers forfeit its right to the property.
NON-ASSIGNABILITY:	This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.
ENVIRONMENTAL RELEASE:	Successful bidders for the purchase of excess land must sign an Environmental Release form.
DISCLAIMER OF WARRANTIES:	The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Buyer herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of Buyer.
COUNTERPARTS:	This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

ENVIRONMENTAL RELEASE, Page 1 of 2
EXCESS LAND NO.: L-NC-005A

The State of Arizona, acting by and thru its Department of Transportation (Seller) and the City of Sedona, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____, 2025 and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation by the Buyer or its successors of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to the environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property by the Buyer or its successors.

Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

(Continued – please sign and notarize next page)

ENVIRONMENTAL RELEASE, Page 2 of 2
EXCESS LAND NO.: L-NC-005A

Executed this ____ day of _____ 2025.

BUYERS: City of Sedona, an Arizona Municipal Corporation

By : _____ Date _____
Scott Jablow
Its: Mayor

STATE OF ARIZONA)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025 by Scott Jablow, Mayor, who acknowledged that he executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public in and for said County and State

My commission expires:

Vicinity Map

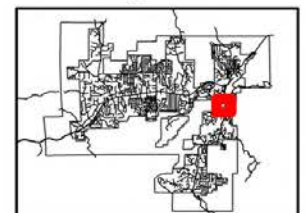
Parcel
900-99-9999
676 SR 179

-  Zoning Boundary
-  Building Footprint
-  Parcel Boundary
-  In Process
-  Creekwalk
-  900-99-999 Parcel



0 80 160 Feet

City Index

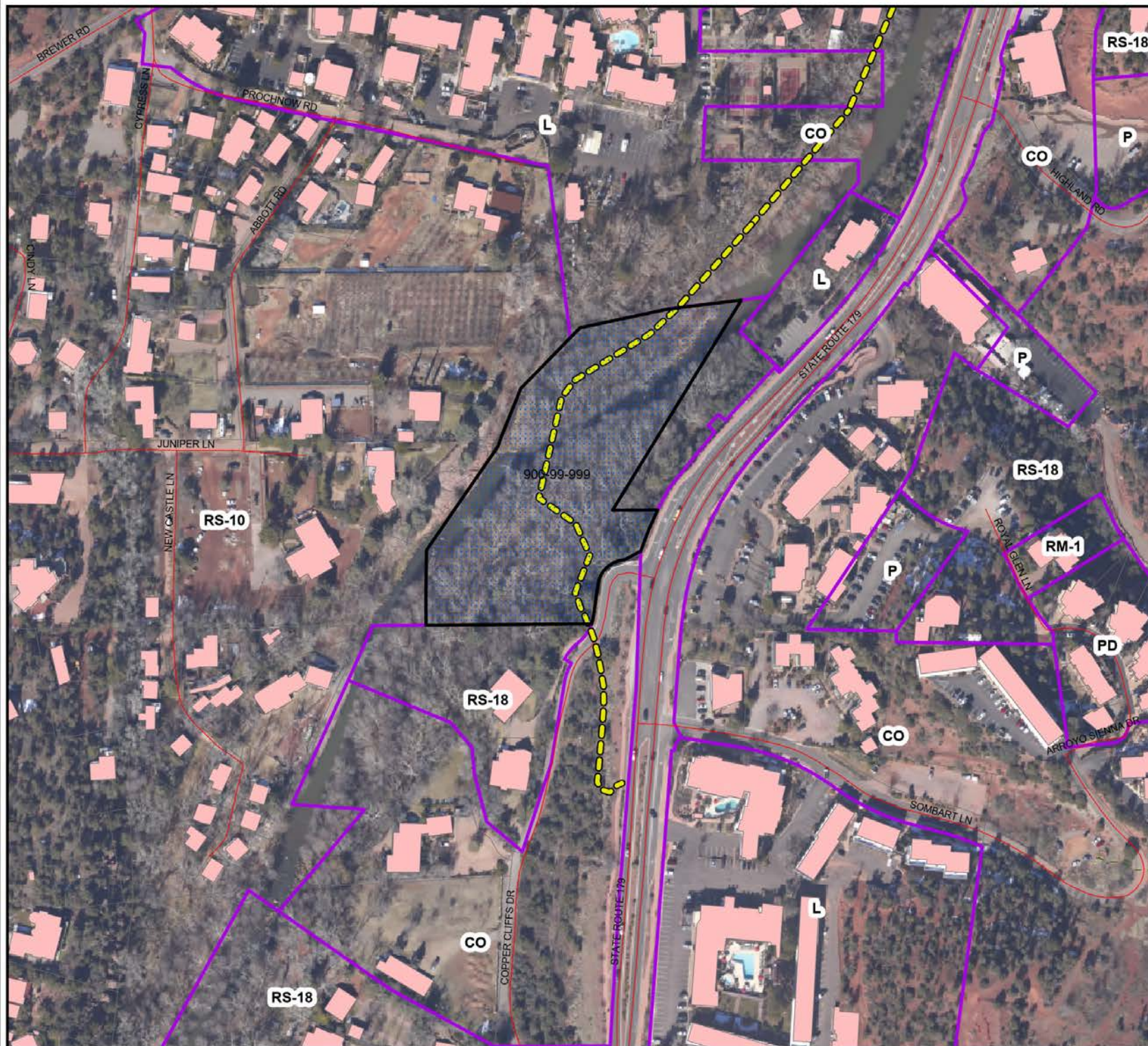


GIS - City of Sedona
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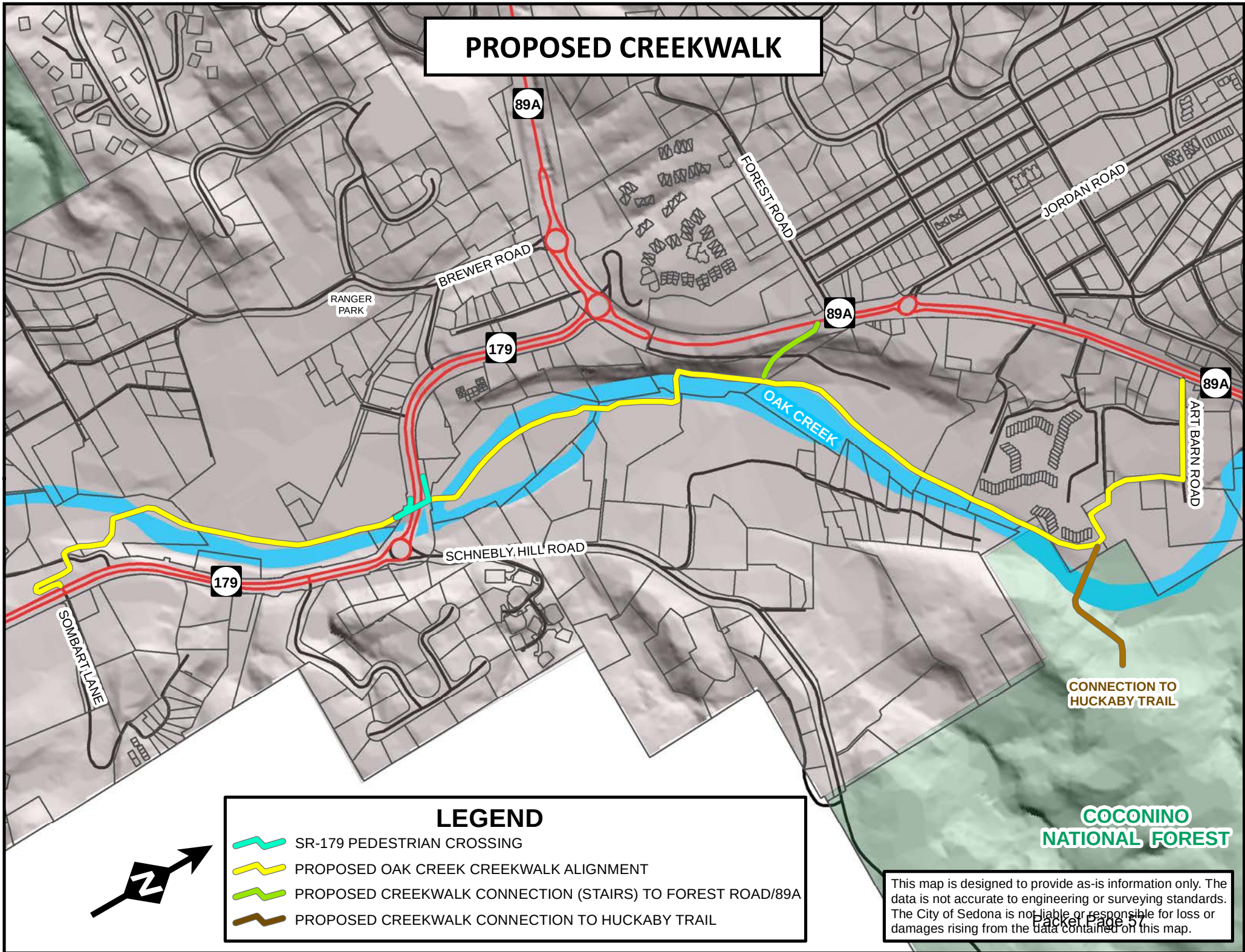
This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible, however, no warranty or fitness is implied.

The information is provided on an "as-is" basis. The City of Sedona accepts no liability to any person or entity for damages in connection with or arising from the information contained on this map.

Packet Page 56



PROPOSED CREEKWALK



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.



**CITY COUNCIL
AGENDA BILL**

**AB 3188
February 25, 2025
Regular Business**

Agenda Item: 8b

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

Department City Attorney/ Kurt Christianson

Time to Present 15 Minutes

Total Time for Item 30 Minutes

Other Council Meetings February 11, 2025

Exhibits None

Finance Approval	Reviewed 2/10/25 BGW	
City Attorney Approval	Reviewed 2/11/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed ABS 2/16/25	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
February 25, 2025
Regular Business**

Agenda Item: 8c

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 2/10/25 BGW	
City Attorney Approval	Reviewed 2/11/25 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
3/11/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Approval of a purchase agreement for APN 401-64-006A, 490 E. Sedona Vista Drive in the amount of \$70,000.	Consent	Harris	NA
				AB 3193 Approval of a contract for professional services with Paradigm Design for the SIM-11t Coffee Pot Shared Use Path Improvements Project, in the amount of \$XXXXXXX.	Consent	Phillips	NA
				AB 3179 Approval to accept DEMA Emergency Management Performance Grant Award in the amount of \$42,239.49.	Consent	Foley/Loeffler	NA
				AB 3201 Approval of a Certificate of Authorized Representatives for account City of Sedona AZ, Excise Tax, Revenue Obligations Series 2022.	Consent	Whitehorn	NA
				AB 3203 Approval of a contract amendment for professional services with Huitt-Zollars for the SIM-11m Dry Creek Shared Use Path Improvements Project, in the amount the of \$XXXXXXX.	Consent	Phillips	NA
				AB 3121 Discussion/possible action regarding approval of an Ordinance amending Sedona City Code Chapter 2.20 Council Procedures, Sections 2.20.090 (Robert's Rules of Order Revised) and 2.20.100 (Suspension of Rules), and proposed amendments to the Sedona City Council Rules of Procedures and Polices.	Consent	Christianson	NA
				AB 3198 Discussion/possible action for adoption of a new Fund Balance & Reserve Policy.	Consent	Whitehorn	NA
				AB 3200 Discussion/possible action for adoption of a Capital Assets Policy.	Consent	Whitehorn	NA
				AB 3202 Discussion/possible action for approval of a Customer Construction Agreement (a.k.a. Line Extension Agreement) with Arizona Public Service Company (APS) for relocation of APS facilities associated with the Forest Road Connection Project in the amount of \$438,009.33.	Regular	Welch/Harris	20 min

				AB 3148 Discussion/possible action regarding the award to XXXXXXXX in the amount of \$XXXXXXX for a project to develop a 9% LIHTC Multifamily Housing development at 2411 W. State Route 89A, in accordance with 25-12RFP.	Regular	Blum	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 3194 Discussion and direction on visitor services for the Tourism Program including approval of a 2-year contract with the Greater Sedona Chamber of Commerce for continued operations of the Visitor Center for FY26 and FY27 and purchase of digital kiosks in an amount not to exceed \$100,000.	Regular	Browne	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 3196 Approval of recommendation regarding a new Series 11 Hotel/Motel Liquor License for Sedona Real Inn & Suites, located at 95 Arroyo Pinon Drive, Sedona, AZ (file # 23597615).	Consent	Cook/Garner	N/A
				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 3124 Discussion/possible action for award of construction contract for the PR-03C Improvements for the Build-Out of Ranger Station Park – Restroom to Bill Ralston Construction, LLC in the amount of \$472,320.00.	Regular	Phillips	30 min
				AB 3150 Discussion possible action regarding approval of a construction contract with XXXXXXXXXXXXX, Inc., for the City Hall Window and Door Replacement Project, in the amount of \$XXXXXXXXXXXX.	Regular	Phillips/Farhat	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 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
3/26/2025	Wednesday	3:00 p.m.	Special Meeting				
4/8/2025	Tuesday	3:30 p.m.	Special Meeting				
				Discussion and consultation regarding personnel matters, specifically to discuss City Manager Anette Spickard's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).	Executive Session	Spickard	45 min
4/8/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3091 Discussion/possible action regarding an additional \$600,000 into the SIM 1B -Uptown Road Improvements Project for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, but to also include the southbound areas.	Regular	Hall/Harris	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
4/9/2025	Wednesday	3:00 p.m.	Special Meeting				
4/22/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				AB 3127 Discussion/possible regarding draft amendments to the Land Development Code regarding construction of pickleball (and similar) courts, including, but not limited to, the following: setbacks, number of courts per property, lighting, hours of use, and screening.	Regular	Meyer	30 min
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXX, Inc, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXXX.	Regular	Phillips	30 min
				AB 3144 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXX, Inc, for the Andante Shared Use Path and Drainage Improvements Project, SIM-11n, in the amount of \$XXXXXXXX.	Regular	Phillips	15 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
4/23/2025	Wednesday	3:00 p.m.	Special Meeting				

4/30/2025	Wednesday	4:30 p.m.	Special Meeting				
				City Council budget work sessions	Special	Whitehorn	9 hours
5/1/2025	Thursday	4:30 p.m.	Special Meeting				
				City Council budget work sessions	Special	Whitehorn	9 hours
5/13/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/13/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3111 Discussion/possible action regarding approval of a construction contract with XXXXXXXX LLC for the construction of the Shared-Use Pathway on Dry Creek from Gringo Road to White Bear Road, in the amount of \$XXXXXXX	Regular	Phillips	15 min
				AB 3145 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXX and Associates, Inc, for the SIM-11T Coffee Pot Shared-Use Path Project, in the amount of \$XXXXXXX.	Regular	Phillips	15 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/14/2025	Wednesday	3:00 p.m.	Special Meeting				

5/27/2025	Tuesday	4:00 p.m.	Special Meeting	Tentative Budget for Community Facility Districts		Whitehorn	15 min
5/27/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3155 Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2025-2026.	Regular	Whitehorn	90 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of \$XXXXXXX.	Regular	Hall	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/28/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3153 Discussion/possible action regarding the Sedona in Motion transportation program.	Regular	Harris	120 min
6/10/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
6/11/2025	Wednesday	3:00 p.m.	Special Meeting				
6/24/2025	Tuesday	3:00 p.m.		Resolution adopting the Community Facilities District Budget for Fiscal Year 2025-26.	Special	Whitehorn	15 min

6/24/2025	Tuesday	4:00 p.m.	Special Meeting				
				AB 3156 Public hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2025-26.	Special	Whitehorn	30 min
6/24/2025	Tuesday	4:00 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
6/25/2025	Wednesday	3:00 p.m.	Special Meeting				
7/8/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB xxx Discussion/possible direction regarding the City's Small Grant Awards for FY26.	Regular	Turk	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
7/9/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3172 Discussion/possible direction regarding the WWRP Facility Plan on PFAS treatment, and possible options for reclaimed water delivery and Advanced Water Purification.	Special	Holland	120 min