

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, AUGUST 12, 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 - July 8, 2025 City Council Special Meeting - Executive Session.
- b. Minutes - July 8, 2025 City Council Regular Meeting.
- c. Minutes - July 9, 2025 City Council Special Meeting.
- d. Approval of Child Support Awareness Month Proclamation, August 2025.
- e. AB 3238 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) with the Coconino County Free Library District, with the Library District allocating approximately \$391,267 annually to the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona for the Sedona Public Library.
- f. AB 3217 Approval of an Ordinance amending Sedona City Code Title 6 (Animals), by adopting a new Chapter 6.20 (Wild or Exotic Animal Display or Performance).
- g. AB 3242 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the City of Sedona.
- h. AB 3244 Approve acceptance of ownership of a portion of right-of-way known as Juniper Drive, between SR 89A and the Juniper Knolls subdivision currently owned by ADOT.
- i. AB 3246 Approval of recommendation regarding a new Series 12 Restaurant, Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (also known as 345 Jordan Road), Sedona, AZ (Job/Application #351955).

4. APPOINTMENTS - None

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

- a. Executive Session Report.

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- a. AB 3222 **Discussion/possible action** regarding a Resolution approving Development Agreement with Dutchman's Cove, LLC for construction of a 99-year public shared-use path in exchange for lot-line and easement adjustments and a City contribution of \$140,000 at the proposed Ambiente Creekside development.

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, AUGUST 12, 2025

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.

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- b. AB 3243 **Discussion/possible action** for approval of the City's ("Local Agency") contribution to ADOT regarding the construction of SIM11Q – Shelby Drive Shared-Use Path, IGA 24-0009899-I. The City's contribution is estimated to be approximately \$1,000,000. 
- 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.

10. ADJOURNMENT

Posted: 8/05/2025

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 8, 2025, 2:30 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 2:30 p.m.

2. Roll Call

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

Staff Present item: City Manager Anette Spickard, City Attorney Kurt Christianson, Human Resources Manager Russ Martin, City Clerk JoAnne Cook and Deputy City Clerk Marcy Garner.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session at 2:32 p.m. Seconded by Vice Mayor Ploog. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

Kurt Christianson gave the admonition.

City Clerk JoAnne Cook entered the meeting at 2:34 p.m. and left the meeting at 2:37 p.m.

Human Resources Manager Russ Martin entered the meeting at 2:34 p.m., stepped out at 2:37 p.m., returned at 2:56 p.m. and left the meeting at 3:00 p.m.

City Manager Anette Spickard and Deputy City Manager Andy Dickey entered the meeting at 3:04 p.m.

- a. **Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation, Sabrina Beram v. City of Sedona, 23-15912. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).**
- b. **Discussion and consideration of candidate applications and potential interviews of candidates for appointment of Special Magistrate Judge per A.R.S. § 38-431.03(A)(1). Candidates to be reviewed are:**
 - i. **Lewis Levin**
 - ii. **Michael Goimarac**
- c. **Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation, Gregory v. City of Sedona. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).**

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

Reconvened in open session at 3:41 p.m.

Motion: Item a. Councilor Kinsella moved that legal counsel proceed as directed in executive session. Seconded by Councilor Furman. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Dunn, Kinsella, and Pfaff) and zero (0) opposed.

Item b. will be addressed during the July 8, 2025, Regular City Council meeting at 4:30 p.m. during Item 4. Appointments.

Motion: Item c. Councilor Kinsella moved that legal counsel proceed as directed in executive session. Seconded by Councilor Dunn. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Dunn, Kinsella, and Pfaff) and zero (0) opposed.

4. Adjournment

Mayor Jablow adjourned the meeting at 3:42 p.m. without objection.

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

Marcy Garner, Deputy City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 8, 2025, 4:30 p.m.

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

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

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, Director of Financial Services Barbara Whitehorn, Procurement Officer Ian Coubrough, PD Commander Chris Dowell, Police Chief Stephanie Foley, Executive Assistant to the Police Chief Jessica Bryson, Public Works Director/City Engineer Kurt Harris, Assistant Director of Public Works Sandy Phillips, Associate Engineer Johnathan Hoffman, Executive Assistant to the City Manager Kristie Turck, Officer Bailey Ehrlich, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi introduced Paula Holcomb of the Northern Arizona Watercolor Society (NAWS) who is celebrating their 30th year. Paula shared a slide show that featured the Society's activities, workshops and classes, and history.

3. Consent Items

- a. **Minutes - June 24, 2025 City Council Special Meeting - Executive Session.**
- b. **Minutes - June 24, 2025 City Council Special Meeting - Budget.**
- c. **Minutes - June 24, 2025 City Council Regular Meeting.**
- d. **Minutes - June 25, 2025 City Council Special Meeting.**
- e. **Approval of Anna's Hummingbird official Bird of Sedona Hummingbird Festival, July 2025.**
- f. **AB 3234 Approval of recommendation regarding a new Series 12 Restaurant, Liquor License for Tres Amigos Mexican Restaurant, located at 1655 W State RTE 89A, Sedona, AZ (Job/Application # 349005).**
- g. **AB 3235 Approval of the Renewal of the Existing Undercover License Plates for Undercover Vehicles.**
- h. **AB 3223 Approval of an Ordinance amending Sedona City Code Chapter 3.10 Claims and Demands Against the City.**
- i. **AB 3224 Approval of an Ordinance amending Sedona City Code Chapter 3.05 Purchasing.**

Item 3g AB 3235 was pulled by Sedona resident Tim Perry. Tim spoke in opposition to undercover license plates.

Motion: Vice Mayor Ploog moved to approve consent items 3a-3f, 3h, and 3i.

Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

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

4. Appointments

See item 8e AB 3236 for item description and motion.

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

Mayor Jablow – Shared information regarding his trip to Canmore, Canada for a Sister Cities' event.

Councilor Pfaff - Artist's Kitchen Shop was honored by the International Housewares Association with its Global Innovation Award. He encouraged all to visit the Shop.

a. Executive Session Report

Kurt Christianson advised that City Council directed staff to proceed with direction given in executive session.

6. Public Forum

Opened to the public at 4:50 p.m.

Tim Perry, Sedona, spoke in opposition to signage regarding trail closures.

Shane Qualls, Sedona, spoke in opposition to the potential installation of a license plate reader camera in his neighborhood.

Jessica Williamson, Sedona, spoke in support of the development of housing in the Cultural Park focus area of the proposed plan Western Gateway.

Jeff Brown, Sedona, stated Sedona is a peaceful town and spoke in favor of recent city projects. He stated no ICE raids have taken place in Sedona and encouraged all to speak truthfully on social media posts.

Brought back to City Council at 5:00 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 3207 Discussion/possible action to approve the Arts & Culture Organizations Grants program effective in FY26.

Presentation by Kristie Turck and Small Grants Committee Chair and Program Facilitator Stephanie Giesbrecht.

Questions and comments from City Council.

Councilor Furman requested the words "vital and obligatory" be struck from the record in Exhibit C, the table outlining the recommendation for the Sister Cities grant award. Council supported his request.

Councilor Kinsella requested an item be added to a future agenda to clarify language regarding the use of city resources related to Sedona Sister Cities. Council unanimously supported her request.

Opened to the public at 5:18 p.m.

Tim Perry, Sedona, spoke in opposition to the program.

Alice Madar, Sedona, spoke in favor of the program and thanked all who participated in the award recommendation process.

Brought back to City Council at 5:21 p.m.

Comments from City Council.

Motion: Vice Mayor Ploog moved to approve the Small Grants Review Committee Fiscal Year 2026 recommendations in the total amount of \$350,000 as itemized in Exhibit A with the contingency that Exhibit B will be implemented instead if the ACOG program is established for Fiscal Year 2026. Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Mayor Jablow moved item 8d AB 3237 ahead of the following item.

Break at 5:59 p.m. Reconvened at 6:21 p.m.

- b. AB 3226 Presentation/discussion regarding an update of Greater Sedona Recreation Collaborative's (GSRC) work towards improved management and mitigation of impacts of motorized recreational uses in and around Sedona.**

Presentation by members of the Greater Sedona Recreation Collaborative Nena Barlow and Melissa Pontikes, members of the Greater Sedona Recreation Collaborative and Red Rock District Ranger, Alex Schlueter.

Questions and comments from City Council.

Opened to the public at 7:13 p.m.

Tim Perry, Sedona, spoke in opposition of this item and OHV restrictions.

Brought back to City Council at 7:16 p.m.

Comments from City Council.

Presentation and discussion only.

- c. AB 3233 Discussion/possible action regarding the award of a construction contract for the Little Horse Shared-Use Pathway Improvements Project, Indian Cliffs Road to Little Horse Trailhead Parking Lot, to Mulcaire & Son Contracting, LLC, in an amount not to exceed \$160,724.40.**

Presentation by Sandy Phillips, Johnathan Hoffman, and Kurt Harris. Red Rock District Ranger, Alex Schlueter and Recreation Staff Officer Red Rock Ranger District, Phillip Walrod were available to answer questions from City Council.

Questions and comments from City Council.

Motion: Councilor Kinsella moved to approve the award of the construction contract with Mulcaire & Son Contracting, LLC for the Little Horse Shared-Use Pathway Improvements Project, including the aggregate under the concrete pathway, in an amount not-to-exceed \$160,724.40, subject to approval of the written contract by the City Attorney's Office. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

- d. AB 3239 Discussion/possible action regarding the approval of a Sister Cities Letter of Intent with Jaslo, Poland including a presentation and update by Sedona Sister Cities' Board of Directors Chair Chuck Marr.**

This item was moved ahead of item 8b. Presentation by Sedona Sister Cities' Board Chair, Chuck Marr, and Board Members, Donna Foreman and Winnie Muench.

Questions and comments from City Council.

Motion: Vice Mayor Ploog moved to approve the Sister Cities Letter of Intent with Jaslo, Poland. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

- e. AB 3236 Discussion/possible action regarding the appointment of a Special Magistrate for the Sedona Municipal Court to serve on an on-call basis for a two-year term, effective July 18, 2025.**

No discussion, comments or questions heard. This item was moved under 4a Appointments.

Motion: Councilor Kinsella moved to approve the appointment of Lewis Levin and Michael Goimarac as a Special Magistrates for the Sedona Municipal Court to serve on an on-call basis for a two-year term at the rate of \$65 per hour, effective July 14, 2025. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

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

Presentation by Kurt Christianson.

Question and comments from City Council.

Discussion only, no direction given/action taken.

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

Mayor Jablow advised that there is a Council meeting tomorrow at 3:00 p.m. Vice Mayor Ploog requested a presentation by Northern Arizona Healthcare regarding the impact that the passage of the Reconciliation Bill will have on the rural health systems. Council unanimously supported her request.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council

may hold an Executive Session that is not open to the public for the following purposes:

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

10. Adjournment

Mayor Jablow adjourned the meeting at 7:51 p.m. without objection.

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

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, July 9, 2025, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

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

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Wastewater Roxanne Holland, Wastewater Project Manager/Engineer Dan Thurston and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3172 Discussion/possible direction regarding the Wastewater Reclamation Plant (WWRP) Facility Plan on PFS treatment, and possible options for reclaimed water delivery and Advanced Water Purification.

Presentation by Roxanne Holland. Division Manager John Snickers and Vice President of Water Resources from Arizona Water Company were available to answer questions.

Questions and comments by City Council throughout the presentation.

By majority consensus, council directed staff to complete the soil study and explore partnership opportunities.

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

4. Executive Session

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

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

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 5:35 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 9, 2025.

Marcy Garner, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	James Stormzand
Contact Phone Number	(602) 284-8499
Contact Mailing Address	1789 W Jefferson St Phoenix, AZ 85007
Contact Email Address	jstormzand@azdes.gov or ChristianRomo@azdes.gov
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Division of Child Support Services Department of Economic Security
Website Address (if applicable)	https://des.az.gov/dcsc
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sedona City Council
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	August 2025
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	~~Presentation at Meeting~~ Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

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

The Arizona Division of Child Support Services (DCSS) provides services to parents and caretakers who receive child support as well as parents who pay child support. Some of the services include obtaining a child support order, collecting child, medical and spousal support from parents who have a court order, and helping unwed parents establish paternity for their child.

DCSS Mission: Provide timely child support services that are in the best interest of the child.
#HelpingFamilies

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

Governor Hobbs has proclaimed August as Child Support Awareness Month (Proclamation attached). I am seeking your help, and community assistance, in promoting Child Support Awareness Month throughout the month of August. The Department of Economic Security (DES), Division of Child Support Services (DCSS) is kindly asking for you to issue a Proclamation in support of Child Support Awareness Month.

As stated in the Proclamation, "the Department of Economic Security Division of Child Support Services, is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity."

Your partnering efforts are a valuable resource to us as we engage with parents, caretakers, and children throughout the state of Arizona.

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

Office of the Mayor



**Proclamation
Child Support Awareness Month
August, 2025**

WHEREAS, the City of Sedona joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS strongly advocates for parenting responsibilities because parents and children benefit when both are engaged with their child at every stage, regardless of marital status; and

WHEREAS, DCSS recognizes the commitment of legal guardians who accept responsibilities of children in the absence of parents; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, Child Support Awareness Month values parents' involvement in their children's lives and who make regular child support payments to safeguard their children's future.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim the month of August 2025 as Child Support Awareness Month. Issued this 12th day of August, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



CITY COUNCIL AGENDA BILL

AB 3238
August 12, 2025
Consent Items

Agenda Item: 3e

Proposed Action & Subject: Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) with the Coconino County Free Library District, with the Library District allocating approximately \$391,267 annually to the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona for the Sedona Public Library.

Department	City Manager's Office
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	July 24, 2018 (Previous IGA)
Exhibits	A. Proposed IGA B. Proposed Resolution authorizing the new IGA

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Recommend approval ABS 07/31/25	Amount Budgeted
		\$
		Account No. (Description)

SUMMARY STATEMENT

Background:

The Sedona Public Library, now known as Community Library Sedona, is an affiliate library of the Coconino County Free Library District. A portion of the tax money collected by the Coconino County Free Library District is allocated to each affiliate library annually to operate and maintain the library. The funding for the Sedona Public Library is disbursed directly to the Sedona Public Library, Inc. 501(c)(3). The City's participation in the IGA is necessary for the Sedona Public Library, Inc. to continue to receive Library District funding.

The City and the Sedona Public Library, Inc. have most recently been operating under the IGA with the Coconino County Free Library District dated January 23, 2018. The proposed new IGA has an initial term of July 1, 2025 through June 30, 2027 with optional renewals for a total term of ten consecutive years. The Sedona Public Library, Inc. is required to acknowledge and approve the new IGA. Other parties to the IGA include Coconino County, the City of Flagstaff, the City of Williams, the City of Page, and the Town of Fredonia.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution No. 2025-____, authorizing the execution of an Intergovernmental Agreement (IGA) with the Coconino County Free Library District, with the Library District allocating approximately \$391,267 annually to the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona for the Sedona Public Library.

INTERGOVERNMENTAL AGREEMENT

Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District

This Intergovernmental Agreement (IGA) is entered into this _____ day of _____, 2025, by and among **Coconino County** (the “**County**”), a political subdivision of the State of Arizona, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001; the **City of Flagstaff** (“**Flagstaff**”), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001; the **City of Williams**, an Arizona municipal corporation with offices at 113 South First Street, Williams, Arizona 86046; the **City of Page**, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona 86040; the **Town of Fredonia**, an Arizona municipal corporation with offices at 25 North Main Street, Fredonia, Arizona 86022; the **City of Sedona**, an Arizona municipal corporation with offices at 102 Roadrunner Drive, Sedona, Arizona 86336; (all of the foregoing collectively referred to as the “**Operating Parties**”); and the **Coconino County Free Library District** (the “**District**”), a county free library district, special taxing district, and political subdivision of the State of Arizona duly formed and existing under the provisions of Title 11, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes, governed by the Coconino Board of Supervisors and acting through the District Board of Directors.

RECITALS

- A. Each of the Operating Parties wishes to remain a member of the District and sponsors or operates one or more public libraries funded by the District;
- B. The District and the Operating Parties are funded by a county free library district tax levied by the District and collected on the District’s behalf by the County;
- C. The parties wish to set forth their agreement regarding the allocation of such tax receipts and the administration of the Operating Party libraries;
- D. The Operating Parties have most recently been operating under an Intergovernmental Agreement dated January 23, 2018, which expired on its own terms as of June 30, 2023 (“the 2018 IGA”); and
- E. This IGA is modeled after the 2018 IGA, but revisions are included throughout the document.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Operating Parties and District agree as follows:

1. Definitions

- 1.1 Affiliate Library: Libraries that are members of the District and receive funding through the District, but whose local governments retain responsibility for library staffing, facilities, operations, and maintenance. As set forth in Appendix A, the current Affiliate Libraries are: (1) City of Flagstaff Main Library (Downtown), (3) Fredonia Public Library, (4) Page Public Library, (5) Sedona Public Library, and (6) Williams Public Library.
- 1.2 Base Amount: For purposes of this Agreement, the Base Amount is Four Million, Two Hundred Thirteen Thousand, Six Hundred Forty-Five Dollars (\$4,213,645.00).
- 1.3 Branch Library: Libraries that are members of the District and receive funding through the District, but whose staffing and library operations are the responsibility of the City of Flagstaff. As set forth in Appendix A, Branch Libraries are: (1) East Flagstaff Community Library, (2) Coconino County Bookmobile, (3) Coconino County Correctional Facility Library, (4) Forest Lakes Community Library, (5) Tuba City Public Library, and (6) Grand Canyon Community Library.
- 1.4 Coconino County Library District Board (or “District Board”): The Coconino County Board of Supervisors serves as the Coconino County Library District Board. The District Board:
 - 1.4.1. Governs the Coconino County Free Library District pursuant to A.R.S. § 48-3901 et seq.
 - 1.4.2. May do the following in furtherance of the objectives of the District: (1) Make information, technology, and resources available to every library patron; (2) Provide a place for studying, researching, reading, and learning; (3) Provide educational and informational programs for all age groups; (4) Provide literacy promotion programs for all age groups, with special emphasis on early literacy, school readiness, adult literacy, digital literacy, and workforce development.
 - 1.4.3. May exercise all such other powers provided by law.
- 1.5 County Librarian: Per A.R.S. § 11-908, the County Librarian is appointed by Board of Supervisors, and serves at the pleasure of the Board. Eligibility to serve in this position requires possession of a certificate of qualification issued by the Board of Library Examiners. The appointment of a designee to the position of County Librarian is for services which benefit all Parties to this IGA, and does not confer upon the designee any employment contract or rights with Coconino County. The County Librarian is not hired as an employee of Coconino County, but is appointed to serve in the position of County Librarian pursuant to this IGA while working as an employee of the City of Flagstaff, and may be assigned by their employer, the City of Flagstaff, to perform other job duties in addition to serving as the County Librarian. The appointed County Librarian is a direct employee of the City of Flagstaff, and subject to all personnel rules and regulations of the City of Flagstaff, including terms of employment. In the event the Board relieves such appointee from serving as the County Librarian, the end of this appointment is separate

from any employment terms in existence with the City of Flagstaff, and may not automatically result in termination of their employment with the City of Flagstaff. The County Librarian:

- 1.5.1. Manages supervisors, and operations for the City of Flagstaff Main Library which is an Affiliate Library, and for all Branch Libraries.
 - 1.5.2. Manages facilities for the City of Flagstaff Main Library which is an Affiliate Library, and all Branch Libraries with exception of the Coconino County Correctional Facility Library which has facilities managed by Coconino County.
 - 1.5.3. Oversees Library District budgets, narratives, reporting, and speaking before the County Budget Team and Coconino County Library District Board.
 - 1.5.4. May serve as a non-voting member of the Flagstaff City-Coconino County Public Library Board.
- 1.6 District: The Coconino County Free Library District, a county free library district, special taxing district, and political subdivision of the State of Arizona, duly formed and existing under the provisions of Title 11, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes (A.R.S. § 48-3901 et seq), governed by the Coconino County Board of Supervisors acting as the District Board.
- 1.7 District Libraries: All Affiliate, Branch, and Other Libraries. These libraries may be members of the District or may contract with the District.
- 1.8 Excess or Deficit: These terms refer to the difference between the amount of the Total Library District Tax and the Base Amount.
- 1.9 Facility Maintenance: Maintenance of a facility, including minor repair and daily upkeep of buildings, as set forth more fully in Appendix A.
- 1.10 Flagstaff City-Coconino County Public Library Board: The Flagstaff City-Coconino County Public Library Board (the “Library Board”), whose formation is provided for in a separate Intergovernmental Agreement by and between Coconino County and the City of Flagstaff dated June 28, 2022, is comprised of one (1) Flagstaff City Council Member or designee, four (4) Flagstaff City residents, three (3) members appointed by the Coconino County Board of Supervisors with one (1) appointee being a Coconino County Supervisor or designee, and two (2) being County residents. The City Council Member and County Supervisor are ex officio, non-voting members of the Board. The County Librarian and the Library Director may also be non-voting members. The Library Board:
- 1.10.1. Advises and makes recommendations to the Library Director, the City Manager, the City Council, and the Coconino County Library District Board.
- 1.11 Fund Balance: Any amount of money that was approved for distribution but not spent in the fiscal year in which it was approved. These funds are held in separate accounts. Per State law (A.R.S. § 35-190), all appropriations expire at the end of a fiscal year. Therefore, the allocation and expenditure of such funds require approval by the appropriate Board or Council or their designee(s) prior to being spent.

- 1.12 Growth or Decline: These terms refer to either an increase or decrease in the funding that is available from the tax levy from the previous year.
- 1.13 Library Director: The Library Director is hired by the City of Flagstaff to provide services which benefit all Parties to this IGA. This position is managed by the City of Flagstaff and does not confer upon the Library Director any employment contract or rights with Coconino County. The Library Director is not hired as an employee of Coconino County, but fulfills duties for the Coconino County Free Library District while working as an employee of the City of Flagstaff, and may be assigned by the City of Flagstaff to perform other job duties in addition to serving as the Library Director for the Coconino County Free Library District. The Library Director is a direct employee of the City of Flagstaff, and subject to all personnel rules and regulations of the City of Flagstaff, including terms and conditions of employment. In the event the Board relieves the Library Director of their duties for the Coconino County Free Library District, the end of such duties is separate from any employment terms in existence with the City of Flagstaff, and may not automatically result in termination of their employment with the City of Flagstaff. The Library Director:
- 1.13.1 With the oversight of the County Librarian, manages the employees, and operations for the City of Flagstaff Main Library which is an Affiliate Library and for all Branch Libraries.
 - 1.13.2 With the oversight of the County Librarian, manages facilities for the City of Flagstaff Main Library which is an Affiliate Library, and all Branch Libraries with the exception of the Coconino County Correctional Facility Library which has facilities managed by Coconino County.
 - 1.13.3 With the oversight of the County Librarian, prepares, implements, and manages Library District budgets and may assist the County Librarian with narratives, reporting, and speaking before the County Budget Team and Coconino County Library District Board.
 - 1.13.3 May serve as a non-voting member of the Flagstaff City-Coconino County Public Library Board
- 1.14 Library Services: These services include but are not limited to: facilities for reading and study; purchase and maintenance of materials; access to online services and databases, including the internet; reference service, both in person and by telephone; request and interlibrary loan service; community programming; employment support services; and facility operation and maintenance. Library services are those that are in support of literacy. Any other services are categorized as Other Services. See definition 1.18.
- 1.15 Main Library: The Library located in the City of Flagstaff that is the central library and categorized as an Affiliate Library within this Agreement.
- 1.16 Operational Management: The control of the activities involved in providing Library Services, including but not limited to setting hours of operation, staffing, budget oversight, safety, programming, and collections.

- 1.17 Other Libraries: All Libraries that are members of the District, excluding Affiliate and Branch Libraries, including the Coconino County Law Library and the Havasupai Public Library. Coconino County is responsible for library facilities, operations, and staffing at the Coconino County Law Library. For the Havasupai Public Library, the Bureau of Indian Affairs (BIA) is responsible for library facilities, and the Supai Village is responsible for staffing and operations.
- 1.18 Other Services: Services offered that are non-traditional library services. These may include: food service and programs such as beading or walking field trips. District funds are to be prioritized for Library Services, as defined in 1.14.
- 1.19 Ownership: Statement of legal owner of the building and land. When a lease exists, owner and lessee are identified.
- 1.20 Total Library District Tax (“total tax”): For purposes of this Agreement, the Total Library District Tax is the gross amount collected annually on a fiscal year basis from the Library District tax levy.

2. Allocation of Total Tax Receipts

Base Amounts were determined by the original amounts set forth in the Library Tax Allocation Study of 1996 (Appendix B) plus all subsequent Growth/Decline allocations. Amounts were revised to be effective FY2018/FY2019. Adjusted Base Amounts will be reviewed at the time of IGA renewal.

Upon receipt of total tax funds, District will first allocate to the City of Flagstaff the amount of One Hundred Thousand Dollars (\$100,000.00) to provide for District oversight of Affiliates, Branches, and Other Libraries as assigned in this Agreement, and as set forth in Appendix C. This allocation will be adjusted annually to reflect the percentage of City of Flagstaff personnel pay increases, through market and merit increases or other pay/benefit increases, at the sole discretion of the City of Flagstaff.

The Base Amount shall then be allocated for Library Services and Other Services (with funds prioritized for Library Services) as follows, and as provided in Section 3.5:

- 2.1 Sixty-Nine Thousand, Eight Hundred Eighteen Dollars (\$69,818.00) to the Town of Fredonia for the Fredonia Public Library; and
- 2.2 Three Hundred Thirty-Six Thousand, Eight Hundred Forty-Six Dollars (\$336,846.00) to the City of Page for the Page Public Library; and
- 2.3 Two million, Two Hundred Twenty-Four Thousand, Two Hundred Seventy-Two Dollars (\$2,224,272.00) to the City of Flagstaff for the Main Affiliate, and the Branch Libraries in the City of Flagstaff; and
- 2.4 Seventy-Eight Thousand, One Hundred Eighty-Seven Dollars (\$78,187.00) to the City of Flagstaff for the County Bookmobile; and

- 2.5 Seventy-Two Thousand, Nine Hundred Eighteen Dollars (\$72,918.00) to the City of Flagstaff for the Coconino County Correctional Facility Library; and
- 2.6 Ninety-Four Thousand, Four Hundred Sixty-Four Dollars (\$94,464.00) to the City of Flagstaff for the Grand Canyon Community Library; and
- 2.7 Two Hundred Nine Thousand, Six Hundred Fifty-Eight Dollars (\$209,658.00) to the City of Flagstaff for the Tuba City Public Library; and
- 2.8 Eighty Thousand, Five Hundred Forty Dollars (\$80,540.00) to City of Flagstaff for the Forest Lakes Public Library; and
- 2.9 Five Thousand, Three Hundred Sixty-Seven Dollars (\$5,367.00) to the City of Flagstaff for the Havasupai Public Library; and
- 2.10 Three Hundred Eighteen Thousand, Two Hundred One Dollars (\$318,201.00) to the City Flagstaff to provide information technology support to Affiliate, Branch and Other Libraries, divided into these portions:
 - a. One Hundred Forty-Six Thousand, Two Hundred Forty Dollars (\$146,240.00) to Automation Replacement; and
 - b. One Hundred Seventy-One Thousand, Nine Hundred Sixty-One Dollars (\$171,961.00) to District IT personnel; and
- 2.11 Three Hundred Ninety-One Thousand, Two Hundred Sixty-Seven Dollars (\$391,267.00) to the Sedona Public Library 501(c)(3) as directed by the City of Sedona for the Sedona Public Library; and
- 2.12 Ninety-Five Thousand, Forty-Seven Dollars (\$95,047.00) to the City of Williams for the Williams Public Library; and
- 2.13 Ninety-Six Thousand, Five Hundred Forty-One Dollars (\$96,541.00) to Coconino County for the County Law Library; and
- 2.14 Forty Thousand, Five Hundred Twenty Dollars (\$40,520.00) to the City of Flagstaff for District Shared Digital Services.

3. Administration of Funds; Amounts Collected Over or Under the Base Amount

- 3.1 Affiliate Libraries as defined in section 1.1 and set forth in section 2 shall be administered by the incorporated city or town in whose jurisdiction such library is situated except for the Sedona Public Library. The City of Flagstaff will administer funds for the Affiliate Main Flagstaff Public Library, funds for the Affiliate Fredonia Public Library shall be administered by the town of Fredonia, funds for the Affiliate Page Public Library shall be administered by the City of Page, funds for the Williams library shall be administered by the town of Williams.

- 3.2 Funds for the Affiliate Sedona Public Library as defined in section 1.1 and set forth in section 2 shall be administered by the Sedona Public Library 501(c)(3).
- 3.3 Funds for the Branch Libraries, as defined in section 1.3 and set forth in Section 2, shall be administered by the City of Flagstaff; for the East Flagstaff Community Library, the Coconino County Bookmobile, the Coconino County Correctional Facility Library, the Forest Lakes Community Library, the Tuba City Public Library and the Grand Canyon Community Library.
- 3.4 Funds for the Other Libraries as defined in section 1.17 and set forth in section 2 shall be administered as follows: Coconino County will administer funds for the Coconino County Law Library, and the City of Flagstaff will administer funds for the Havasupai Public Library.
- 3.5 In the event that the District, in any fiscal year during the term of this Agreement, collects less total tax than the Base Amount (Decline), any tax collections shall be allocated first to the District oversight as provided in Section 2, above. Remaining funds will then be allocated to the District libraries at a rate that is proportionate to the Base Amount. The Base Amount shall not drop below \$5,000 for any library.
- 3.6 In the event that the District, in any fiscal year during the term of this Agreement, collects more total tax than the Base Amount (Excess), then such tax collections shall be allocated first as follows:
- a. Oversight funding and Base Amount allocations shall be made as set forth in Section 2;
 - b. Excess tax revenues derived from an increase in Assessed Valuation of property within the District as measured from the 2018 Tax Year through the most recent tax year (AV Growth) shall be forwarded to the fund administrator for the District Libraries as outlined in sections 3.1 through 3.4 to be expended, with the advice of the Coconino County Library District Council for: District-wide automation and growth projects; allocation to libraries based on criteria set forth by the Coconino County Library District Council; and expansion of existing library facilities and services. Criteria for Allocation to Libraries is attached as Appendix D;
 - c. Any excess revenues derived from a District property tax rate increase approved for the current tax year (Rate Growth) shall be forwarded to the fund administrator for the District Libraries as outlined in sections 3.1 through 3.4 to be expended as determined by the District Board, with the advice of the Library Council. Allocations may be made on a District-wide basis, or made for special needs of individual libraries, such as capital improvement or repairs, automation upgrades, or replacement of the Bookmobile. Any party administering the facility for which such special need occurs shall provide sufficient matching funds as determined by the Library Council.

- 3.7 Any funds of the District not expended in any fiscal year shall be held by the fund administrator for the District Libraries as outlined in sections 3.1 through 3.4. . These funds may be used in subsequent years for the uses described in Section 3.3, provided that the appropriate Board or Council allocates such funds through a budget appropriation. Branch Library base funds that are unused will be held by the City of Flagstaff in a Fund Balance account specific to the branch. All funds disbursed to Affiliate Libraries remain with the Affiliate Library and will be allocated according to the procedures of the municipality or organization under which they are operated.
- 3.8 Base funding for Affiliate Libraries shall be dispersed directly to the responsible cities, except the Base funding for the Sedona Public Library shall be disbursed to the Sedona Public Library 501(c)(3). Base funding for the Coconino County Law Library shall be disbursed directly to the County. Base funding for Branch Libraries and the Havasupai Library shall be disbursed to the City of Flagstaff. The District Board shall disburse the base funds allocated as follows: one-half (50%) of each amount allocated shall be distributed by November 30th of each fiscal year covered by this Agreement, and the balance of each such allocation no later than the following May 31st.
- 3.9 All funds allocated and disbursed under this Agreement shall be used solely for the purposes set forth in this Agreement and as approved by the Board or Council .
- 3.10 The District Board shall provide to all parties a full accounting and reconciliation of collections and disbursements no later than 60 days following the end of each fiscal year.
- 3.11 District tax collections will be reconciled by the District Board following the close of the fiscal year and held by Coconino County Free Library District. These funds will be distributed as set forth in sections 2 and 3 above.
- 3.12 In the early months of 2025, the Coconino County Free Library District conducted a new library study via a hired independent consultant to review library operational models and formulas for tax funding allocations. The study was funded by the District for a scope of work provided by the Library Director in consultation with the District Board and the Parties to this Agreement. The selection and contracting for these services followed Coconino County procurement procedures and resulted in a in the District Board contract with a qualified consultant. Results from this study will be reviewed by the Board when received.
- 4. Effective Date and Term**
- 4.1 The effective date of this Agreement will be July 1, 2025 (the “Effective Date”), regardless of when it is finally approved by all Parties.
- 4.2 The initial term of this Agreement shall commence on the Effective Date and continue in full force and effect until midnight on June 30, 2027, unless sooner terminated as indicated in this Agreement. However, when this Agreement expires, the terms and conditions of this IGA shall remain in full force and effect until a new IGA is created.

Upon expiration of this initial term, this Agreement may be renewed by mutual agreement of the Parties for an additional two (2) year period, with the opportunity for additional renewals every two (2) years thereafter, up to a total term of ten (10) consecutive years.

- 4.3 This Agreement may be terminated for conflict of interest pursuant to A.R.S. § 38-511.
- 4.4 Any party may withdraw from this Agreement for convenience by providing at least 90 days written notice to all other parties. Any party who withdraws from the Agreement is no longer entitled to any benefits set forth in the Agreement, but the Agreement shall otherwise remain in full force and effect with respect to the remaining parties.
- 4.5 Upon termination of this Agreement for any reason, any property purchased by a party using funds already paid to it shall remain the property of such party.

5. Assignment of Library Grants

In addition to those funds allocated to Flagstaff under Section 2 of this Agreement, the County and the District hereby assign to the City of Flagstaff their rights to library grant funds distributed by the State of Arizona during the term of this Agreement, and agree that the City of Flagstaff may receive such grant funds directly from the State, provided that any and all such grant funds are expended solely for purposes of operation and development of this county-wide free public library service.

6. Operations and Reporting

- 6.1 During the term of this Agreement, each of the Operating Parties shall, with respect to all District public libraries sponsored and/or operated by it:
 - 6.1.1 Ensure that all such libraries (other than the Coconino County Correctional Library) provide full use of their facilities and services to the general public or a reasonably acceptable level of services to the general public under the circumstances;
 - 6.1.2 Cooperate in the planning and implementation of cooperative resource-sharing and District-wide automation projects and activities as the District Board shall reasonably request;
 - 6.1.3 Maintain monthly circulation statistics and provide them to the Library Director and to the District Board, as requested;
 - 6.1.4 Complete or assist the District in completing its annual statistical survey for the state Library Extension Service; and
 - 6.1.5 Provide to the District, upon the District Board's reasonable request, a written accounting describing the application of all funds allocated and disbursed under this Agreement.

- 6.2. No later than September 30th of each year during the term of this Agreement, the City of Flagstaff shall provide the District Board with an annual summary of expenditures of the City of Flagstaff under this Agreement for the preceding fiscal year.
- 6.3. The City of Flagstaff shall advise Affiliate Libraries as needed, but Affiliate Libraries remain responsible for library Operational Management, providing information technology support (unless otherwise agreed to by the City of Flagstaff), securing a facility for library purposes, and Facility Maintenance. The City Flagstaff shall be responsible for the Operational Management of the Affiliate Library which is the Main Library in the City of Flagstaff, for all Branch Libraries, and for the Other Library in Havasupai, providing, local library staff, information technology support, and Facility Maintenance. These respective duties are set forth in the Matrix of Library Details, attached as Appendix A.

7. Indemnification

Each Operating Party shall maintain adequate insurance to cover any liability arising from the acts or omissions of the Party's employees or agents, and adequate insurance to provide Arizona statutory workers' compensation benefits to any of their employees who may be injured in the course of their work.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

City of Williams, Mayor
113 South First Street,
Williams, Arizona 86046

City of Page, Mayor
697 Vista Avenue
Page, Arizona 86040

Town of Fredonia, Mayor
25 North Main Street

Fredonia, Arizona 86022,

City of Sedona, Mayor
102 Roadrunner Drive,
Sedona, Arizona 86336

Sedona Library Board of Directors Chair
3250 White Bear Road,
Sedona, Arizona 86336

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. § 11-952.

10. Prior Agreements, Integration, Modification

10.1 The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressly provided in this Agreement, and that this document constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction holds any part or provision of this Agreement void or of no effect, the remaining provisions of the Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. No Third-Party Beneficiaries

This Agreement is made solely for the purpose of the parties. There are no intended third-party beneficiaries.

15. Governing Law

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

**Coconino County Free Library
District and Coconino County**

By: Becky Daggett, Mayor

By: Patrice Horstman, Chairman
Coconino County Board of Supervisors

Attest:

Attest:

City Clerk

County Clerk

City of Williams

City of Page

By: Don Dent, Mayor

By: Steven Kidman, Mayor

Attest:

Attest:

City Clerk

City Clerk

City of Sedona

Town of Fredonia

By: Scott Jablow, Mayor

By: Don Johnson, Mayor

Attest:

Attest:

City Clerk

Town Clerk

**Acknowledged and Approved by:
Sedona Public Library**

By: Chairman of the Board of Directors

Attest:

Secretary of the corporation

The undersigned counsel have determined that this Agreement is in proper form and within the powers and authority of the respective parties represented under the laws of this state.

Counsel for the City of Flagstaff

Deputy County Attorney
Counsel for Coconino County and
Coconino County Free Library District

Counsel for the City of Williams

Counsel for the City of Page

Counsel for the Town of Fredonia

Counsel for the City of Sedona

APPENDIX A: Matrix of Library Details

There are three library types – Affiliate, Branch, and Other. Each is in a separate section for ease of navigation.

The Inter-Governmental Agreement (IGA) between Coconino County and the City of Flagstaff titled “Administration of Funding of Branch and Affiliate Libraries of the Coconino County Free Library District” covers all branch, affiliate, and other libraries. This IGA is not listed below, as it is not specific to one library, but addresses funding of all the libraries.

Affiliate Libraries: Libraries that are members of the District or contract with the District that are within an incorporated town or City. The City of Flagstaff serves only as the fiscal agent for these libraries – all other functions are controlled by each library or city. The exception is that IT services for the Fredonia, Page, and Williams libraries are provided through the Library District.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
Fredonia Public Library	Town of Fredonia	Town of Fredonia	Town of Fredonia	Town of Fredonia	Fredonia Public Library	
Page Public Library	City of Page	City of Page	City of Page	City of Page	Page Public Library	
Sedona Public Library	Sedona Public Library – 501(c)(3)	Sedona Public Library – 501(c)(3)	Sedona Public Library – 501(c)(3)	Sedona Public Library – 501(c)(3)	Sedona Public Library – 501(c)(3)	
Williams Public Library	City of Williams	City of Williams	City of Williams	City of Williams	Williams Public Library	

Branch Libraries: Libraries that are members of the District or contract with the District that are within the City of Flagstaff or in the unincorporated portions of Coconino County, and whose employees and library operations are administered through the City of Flagstaff. Branch library staff are City of Flagstaff employees, and adhere to City of Flagstaff personnel policies.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
County Bookmobile	City of Flagstaff	City of Flagstaff	City of Flagstaff	City of Flagstaff	Branch in conjunction with District	

APPENDIX A: Matrix of Library Details

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
Coconino County Detention Facility Library	Coconino County	Coconino County	Coconino County	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	Flagstaff, Coconino County and Coconino County Jail District for the Joint Use of Law Enforcement Facility. Expires 2048
Flagstaff City-Coconino County Public Library – East Flagstaff Branch	Coconino Community College District (CCCD)	City of Flagstaff	CCCD: utilities, snow removal, janitorial, general repair and maintenance Historically, City of Flagstaff paid for remodeling. (Not part of Facility Maintenance.)	City of Flagstaff	Branch in conjunction with District	Coconino Community College District and City of Flagstaff Lease Agreement. Expires 2024 with 3 four-year options to renew.
Flagstaff City-Coconino County Public Library – Main Branch	City of Flagstaff	City of Flagstaff	City of Flagstaff	City of Flagstaff	Branch in conjunction with District	
Forest Lakes Community Library	Chevelon Butte School District	District: Property damage for library owned property	Chevelon Butte School District Coconino County to assist with	District – unless items are specifically purchased by other entities and	Branch in conjunction with District	Chevelon Butte School District and Coconino County Library District. Facility Use

APPENDIX A: Matrix of Library Details

		Chevelon Butte: building and contents	capital guidance as needed	donation or in-kind contribution is not the intent		Agreement Expires 2026.
Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
Grand Canyon Community Library	National Park Service	District: Contents only	District: Daily upkeep and minor repairs NPS: Capital and larger repairs (Not part of Facility Maintenance.)	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	US Department of the Interior: National Park Service Special Use Permit – Expires Dec. 2023. Petition for renewal in progress that will be good for 5 years.
Tuba City Public Library	Navajo Nation	Coconino County: Contents	Coconino County	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	Coconino County, City of Flagstaff, and City-County Library District for the operation, maintenance, and capital improvements on the building. IGA expires 2024 with 2 five-year options to renew.

APPENDIX A: Matrix of Library Details

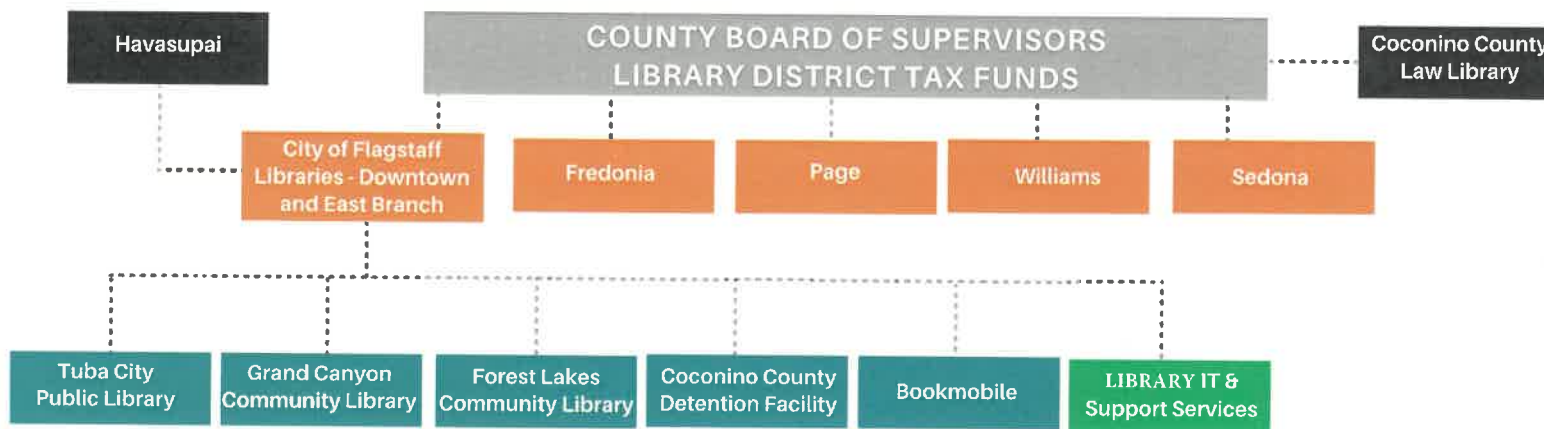
Other Libraries: All Libraries that are members of the District or contract with the District and that are not Affiliate or Branch Libraries, including the Coconino County Law Library and the Havasupai Library. The jurisdictions/communities in which Other Libraries are located are responsible for library facilities, operations and staffing. Base funding for the Coconino County Law Library is disbursed directly to County, while Havasupai library base funding is disbursed to Flagstaff.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs	Other
Coconino County Law Library	Coconino County	Coconino County	Coconino County	Coconino County	Coconino County		
Havasupai Public Library	Bureau of Indian Affairs	Bureau of Indian Affairs	N/A – see comment	Bureau of Indian Affairs	Supai Village		Currently no physical library exists – literacy support is provided to the community.

Agreements in existence at time of IGA execution:

1. Coconino County and City of Flagstaff: Flagstaff City-County Public Library Board. Expires 2024, with automatic renewal.
2. Coconino Community College Adult Education and Tuba City Public Library: Adult Education. Expired 2014 with automatic renewals.
3. City of Flagstaff and NAIPTA: Vehicle Wash Use Services Agreement. No expiration date.

Current District Governance Structure



KEY
Affiliate Library (Funded by County & Local Municipality)
Branch Library (Funded by County; staffed by COF; pass-through)
"Other Libraries" (Base Funding from Coconino County)
IT & Support Services (Funded by County; staffed by COF; assists entire county)

Library Tax Allocation Study
for:

Coconino County Public Library District
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Final Report

Submitted by:
Corbus Library Consultants
November, 1996

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Corbus Library Consultants

SUMMARY OF SITE VISITS

April, 1996

Larry Corbus and Pat Losinski of Corbus Library Consultants conducted a series of site visits to Coconino County libraries in March, 1996 during the initial phase of the Library Tax Allocation Study. Meetings were held with staff at the following libraries and/or Coconino County:

- Introduction with Steve Peru, Ava Stone, and Betty Powell
- Flagstaff Public Library
- Sedona Public Library
- Tuba City Public Library
- Page Public Library
- Fredonia Public Library
- Grand Canyon Public Library
- Williams Public Library
- Wrap-up with Steve Peru

The main purpose for conducting these meetings was to provide an opportunity to gain insight of individual libraries needs. We also attempted to understand the perspective of staff or municipal officials who are associated with each respective organization.

While numerous individual initiatives were presented, Corbus Library Consultants were most concerned with documenting the similarities of county libraries. The commonality

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of library needs is what will establish the basis for developing a funding strategy that will address local and county-wide objectives. It will also provide the greatest opportunity for the widest possible acceptance of the eventual proposal for library tax allocation.

Common responses or themes discussed at most member libraries (**NOT** listed in order of importance or frequency) include:

1. **The importance of county support.** It should come as no surprise that all county libraries rely heavily on the support of Coconino County funding. It is quite likely that a number of the smaller libraries would cease operation if county funding was eliminated. Every library could use additional funding -- reducing current funding levels is not a politically viable alternative.
2. **The varying level of local support.** Libraries that we visited had a wide range of local support mechanisms. Some libraries demonstrated an emphasis of capital support over operational costs at the local level, while others exhibited opposite funding priorities. Local commitment also varied depending upon the existence or non-existence of local government entities to assist with funding support. "In-kind" (non-cash) support such as local volunteerism also varied among county libraries.
3. **The overlap of service areas.** The unrestrictive philosophy of all libraries we visited, and the transitory practices of county residents, makes it difficult to define service boundaries. We commonly heard claims of service provision to "non-residents" outside a library's primary service area. More than one library occasionally identified the same non-residents as regular users of their library. Usage also occurs from other county and/or state residents at various libraries.

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Such library usage should be viewed as a positive and a benefit to county residents rather than a drawback to service definition. The Flagstaff Public Library is the only library that tracks usage of county residents.

4. *The lack of standardized measurement data.* Coconino County libraries measure their service activity in slightly different manners. For example, some libraries issue family library cards instead of individual cards. Together with the overlap of recognized service areas, this factor makes formula codification more difficult. An attempt should be made to standardize data relevant to future allocation strategies.
5. *The satisfaction with the assistance of Flagstaff Public Library staff.* Each of the smaller libraries we visited in the county were very complimentary of the support provided by the Flagstaff Public Library. It obviously serves as the resource library for the entire county.
6. *The need for planning financial support for future library development.* All libraries recognized the inherent challenge that growth brings to the existing county libraries. Further complications would occur if a new library was formed in the county.
7. *The opportunity of technology.* Even with modest funding levels, most libraries are committed to library automation. The rapid developments of the Internet provide opportunities that were inconceivable just a few years ago. There is widespread willingness and enthusiasm for embracing additional technological initiatives. Training and support (hardware and software) are priorities for each county library. *Automation and the Coconino County Library District* (Toni Kaus, November 1995) provides a blueprint for discussion and implementation of

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shared technology initiatives. County funding of libraries should promote, encourage, and facilitate even greater resource sharing and access to the Internet.

8. *The support for county-wide objectives.* All member library staff demonstrated a genuine willingness to participate in the creation and achievement of library-wide objectives. The cooperative spirit of member libraries is a strength that should enhance the chance for acceptance of a county-wide funding formula.

OUTLINE OF POSSIBLE FORMULA SCENARIOS

INTRODUCTION

The purpose of this outline is to stimulate discussion among the librarians and other participants engaged in a review of funding formula alternatives for the Coconino County Public Library District. The ideas expressed below are not the only alternatives available for discussion. Participants are encouraged to challenge the rationale and to suggest additional factors and methods for discussion.

As reported in the Summary of Site Visits report, an enviable level of cooperation, support, and respect already exists between county libraries. Corbus Library Consultants wishes to preserve and strengthen this level of trust by developing an equitable funding formula that meets the future needs of the Coconino County Public Library District. Corbus Library Consultants will strive to develop a formula that is:

- **Comprehensive** - inclusive of all factors that promote excellent library service that have a significant impact on library costs;
- **Equitable** - rewards similar activities in a similar fashion;
- **Promotes Balance** - preserves excellence where it already exists and supports improvements in underserved areas;
- **Simple** - sufficiently straightforward and easily understood by all participants.

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OBSERVATIONS AND ASSUMPTIONS

1. The Flagstaff Public Library is a unique and valuable asset to the Coconino County libraries. A strong argument can be made for promoting and preserving "set-aside" funds for the Flagstaff Public Library's provision of reference, administration, consultation, grant assistance and overall support to member libraries.
2. Through an Inter-Governmental Agreement (IGA) with Coconino County, the Flagstaff Public Library acts as the "pass-through" fiscal agent for several county library services including the: County Jail Library, County Bookmobile, Supai Public Library, Tuba City Public Library, and the Forest Lakes Public Library. Preliminary investigation of this relationship/agreement suggests that no additional compensation is granted to Flagstaff Public Library for providing this administrative function. This factor further promotes the argument for set-aside provisions to the Flagstaff Public Library. However, these "pass-through" funds should be designated (particularly for the distinct communities) to each entity in that event that future library development and growth make it possible for a self-sustaining library.
3. Some of the traditional components of a library funding formula are difficult to measure in Coconino County. These components can be placed in three categories: Service Obligation, Library Provision, Community Response.

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3.1. Service Obligations:

3.1.1. Population of service area - presently discernible from Flagstaff.

Other areas are not as readily defined as the city of Flagstaff.

3.1.2. Geographical area - there are no agreed-upon service boundaries for county libraries which contributes to the unavailability of population statistics.

3.2. Library Provision (inputs):

3.2.1. Number of buildings or bookmobiles (available)

3.2.2. Square feet of usable space (obtainable)

3.2.3. Hours of service (available)

3.2.4. Staffing levels (calculable)

3.2.5. Local expenditure (available)

3.3. Community Response:

3.3.1. Circulation - not measured in the same manner by all libraries.

3.3.2. Reference transactions - not available from all libraries.

3.3.3. Registered borrowers - measured differently by member libraries (individual vs. family cards).

4. Regardless of the criteria used to ultimately determine an equitable funding formula for the Coconino County Public Library District, member libraries should establish an objective for standardizing the collection of data to be used for future formula amendments.

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5. Coconino County Libraries are generally satisfied with the current level of county funding. Although few exceptions exist, this factor may foster consensus for accepting current funding levels as the "base." Future funding allocations could be determined by a formula that accepts the 1995/96 funding level as the percentage base for each member library.
6. Coconino County Libraries must recognize the responsibility for working collectively to achieve county-wide library objectives. Such recognition may already exist via the development of the Coconino County Library District Goals and Objectives (February, 1995). The acceptance of county funding for local library support should include the commitment and responsibility for county-wide library development.
7. Future library development must be included in any funding formula discussion. The probability of another community library in the county is not entirely remote. If an additional library was formed, county level funding could result in diminished support to current member libraries.
8. While local support of libraries should be encouraged by the county, the county may not be able to assume greater financial support to local libraries. For ✓ example, capital improvements that result in increased operational costs may not be offset by a corresponding county increase unless there is support for reducing base percentages to other county libraries.

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Funding Formula Scenarios

1. Accept current distribution as the base percentage for all libraries in future years (incremental growth).
 - 1.1. New tax funds to be used for :
 - 1.1.1. county-wide objectives (i.e., automation and training)
 - 1.1.2. individually approved library growth (as approved by the county)
 - 1.1.3. one-time special needs fund (as approved by the county)
2. Accept current distribution in base dollars for all libraries in future years.
 - 2.1. New tax funds to be used for :
 - 2.1.1. county-wide objectives (i.e., automation and training)
 - 2.1.2. individually approved library growth (as approved by the county)
 - 2.1.3. incremental growth
3. Individual library service boundaries are determined across all of Coconino County.
 - 3.1. population figures are obtained and per-capita support levels are implemented.
 - 3.2. New tax funds to be used for
 - 3.2.1. county-wide objectives (i.e., automation and training)
 - 3.2.2. individually approved library growth (as approved by the county)
 - 3.2.3. incremental growth
4. Individual library service boundaries are determined across all of Coconino County.
 - 4.1. county property tax levy collections from the defined service boundaries are returned to the individual libraries
 - 4.2. New tax funds to be used for
 - 4.2.1. county-wide objectives (i.e., automation and training)
 - 4.2.2. individually approved library growth (as approved by the county)
 - 4.2.3. incremental growth

*** All formulas could include a set-aside component for funding Flagstaff Public Library services extended to the entire county.

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RECOMMENDATION FOR FUNDING ALLOCATION

Corbus Library Consultants met with representatives from the Coconino County libraries on May 9, 1996 to review the funding alternatives outlined on page 9. Additional discussions were held with County officials throughout the summer of 1996. Following lengthy deliberations, the proposed alternative to distribute Coconino tax dollars is:

1. **Accept current distribution dollar amounts as the base allocation for all libraries in future years.**

- 1.1 **New tax funds to be used for:**

- 1.1.1. county-wide objectives (i.e., automation and training)
- 1.1.2. individually approved library growth (as approved by the county)
- 1.1.3. one-time special needs fund (as approved by the county)

- 1.1 Before examining the methodology for allocating funds based upon this formula, it is important to understand the theory for establishing the concept of a "base allocation" for member libraries. County library funds are distributed within Coconino County to provide a base level of support that is county-wide. These funds promote the following:

- a) **Operation of existing libraries** - the current level of funding has historical and political precedence. Without the current level of support, smaller county libraries might cease to operate and the Flagstaff Public Library would not be able to provide adequate resource assistance.
- b) **Access and equity** - all residents of the county are able to utilize services at any of the libraries located within the county.

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- c) **Sharing and cooperation** - member libraries work cooperatively to meet the needs of county residents. The base allocation also encourages member libraries to keep working together for the collective good of all residents.
- d) **Economy of scale** - the county is able to exercise some influence over the creation of future libraries by providing benchmark requirements of local support before additional county funding will be committed. The county also preserves and encourages local support of existing libraries.
- e) **Utilization of established government entities** - there is no need to form an additional level of bureaucracy since existing libraries are able to provide service.
- f) **A resource library** - the Flagstaff Public Library is the only county library capable of performing this function in the county. A strong resource library is beneficial to all residents of the county.

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The base allocation for Coconino County Public Libraries will be the allocation used during 1995/96. The allocation amounts and corresponding percentages are as follows:

LIBRARY	1995/96 Allocation	% of Total
Sedona	\$70,000	6.2%
Page	\$77,078	6.9%
Fredonia	\$10,913	1.0%
Williams	\$22,528	2.0%
Grand Canyon	\$22,602	2.0%
Forest Lakes	\$15,675	1.4%
Flagstaff	\$785,369	70.0%
Tuba City	\$45,503	4.1%
Supai	\$2,500	0.2%
Jail Library	\$17,500	1.6%
Bookmobile	\$23,550	2.1%
Law Library	\$29,000	2.6%
TOTAL	\$1,122,218	100.0%

Future year allocations will be incremental based upon the dollar amounts listed in the above spreadsheet. Key elements of the base allocation agreement include the following:

1. The base allocation supersedes all previous agreements between Coconino County and all county libraries.
2. Each library must be either be chartered via a political subdivision or have non-profit corporation status. Libraries without either designation will be a branch of the Flagstaff Public Library.

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3. Funds allocated to Flagstaff branch libraries are earmarked for each respective community. Should a branch library obtain chartering or non-profit corporation status, the county allocation will be made directly to the library. Such libraries will also be required to have local library board representation.
4. Each library will enter into an Inter-Governmental Agreement (IGA) with Coconino County. The IGA will include funding commitments, audit responsibilities, service provision to all county residents, and a pledge to standardize statistical measurements.
5. Coconino County funds will not be counted as "local" contributions for any member libraries in the county.
6. New tax funds are those moneys in excess of the base dollar amounts received by each library in 1995/96. Allocations of new tax funds will not be used to change the amount of the base allocations in subsequent years.
7. The base allocation will be in place for five years. It will be reviewed during the fifth fiscal year of allocation by Coconino County.

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Corbus Library Consultants recommends that Coconino County attempt to provide a level of financial support above the base percentage allocated to each member library. This influx of funds could be used to strengthen all county libraries through the establishment of county-wide objectives. This additional funding could also address new growth and one-time needs for individual member libraries. Corbus Library Consultants recommends that approximately \$125,000 be established for county-wide objectives (mainly automation related) and one-time special needs. New growth issues are a lower priority for the upcoming fiscal year.

1.1.1 The attainment of county-wide objectives would result in better individual libraries and overall improvement of county-wide library service to all residents. Possible development areas include but are not limited to:

- Automation upgrades
- County-wide automation system
- Internet access
- Automation training for staff
- Automation support for existing hardware and software
- Shared database and/or CD-ROM access
- Centralized processing
- Centralized cataloging
- County-wide reference service
- Promotion (newsletter)
- Delivery service
- Staff classification and compensation study

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1.1.2. Individually approved library growth would be limited to the creation of new libraries, expansion of existing library buildings, or increased services provided by member libraries.

- a) New libraries would only be eligible for county funding if they were chartered within an existing political subdivision (i.e., incorporated area) or as a non-profit corporation as recognized by the Internal Revenue Service. In addition, 50% of the proposed library's operating funds must originate from local sources (tax revenue, endowments, grants, etc.). Unanimous approval from the Coconino Library Council (see below) would be a prerequisite for consideration by the board of supervisors.**
- b) Expansion of existing library buildings would require a minimum expansion of 25% over the existing size of the library. To be eligible for additional county funds, libraries contemplating expansion must present plans to the Coconino Library Council for approval prior to requesting funds from the board of supervisors. At least 50% of the capital costs AND 50% of the operating costs must be funded from local sources (taxes, endowments, grants, etc.)**
- c) Increased service provisions would be measured by population increases (that translate into increases in the number of library card holders) and/or circulation increases. To be eligible for additional county funds, 50% of the local operating costs must be funded from local sources (may include in-kind contributions such as building maintenance, volunteers, utilities, etc.). All member libraries should use fiscal year 1996/97 to establish uniform standards for issuing library cards and collecting circulation statistics. The Coconino Library Council will establish the standards for the collection of this data.**

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1.1.3. County-wide or individual library requests could be funded through a one-time special needs fund. Possible funding examples include:

- a) capital improvements**
- b) major repairs**
- c) automation upgrades**
- d) replacement of the bookmobile**

A Coconino County Library Council would oversee the development of county-wide objectives and make recommendations to the supervisors regarding the funding of new growth and one-time special needs. This council would include one member (library director) from each of the libraries organized under a political subdivision or as a non-profit corporation (Williams, Sedona, Page, Grand Canyon, Fredonia, and Flagstaff). The council would provide an advisory function subject to financial approval by the county supervisors. All recommendations to the board of supervisors would require approval by 3/4 of the Coconino Library Council.

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Appendix C: District Library Duties

Identified in the funding allocations is an annual allocation to support District Library Oversight. While these duties might be performed by different personnel, the following is a near complete listing of duties associated with oversight of the City/County Free Library District.

- Serve as chair of County Library District Council
- Manage AZ State Library requests and expectations, including reports, meetings, etc.
- Prepare and present budget and reports to City Council and County Board of Supervisors
- Monitor IGA and process renewals
- Provide direct supervision for Branch Supervisors
- Conduct site visits at each library
- Approve programming for branch libraries
- Communicate with branches, affiliates, and others regarding needs and expectations
- Develop budgets for main and branch libraries
- Administer and monitor main and branch budgets
- Provide budget assistance and input to affiliate and other libraries as requested.
- Make business decisions to best serve library district
- Work with partners to ensure that maintenance needs are met at all libraries
- Research funding opportunities, write grants, administer grants
- Communicate with branches and affiliates regarding budget
- Support the Library Board and the Library Council
- Train main and branch staff on City personnel policies
- Be knowledgeable on applicable City and County administrative policies
- Other duties as needed to support a fully functioning library district

Appendix D: Criteria for Allocation of Growth Funds

In the event that the District shall, in any fiscal year during the term of this Agreement, calculate more or less total tax revenue based on the growth or decline of assessed valuation multiplied by the current Library District Tax rate than the Base Amount (plus or minus prior years' Growth/Decline), these are referred to as Growth/Decline Funds. This amount shall be forwarded to Flagstaff to be expended per section 3.3 of the IGA.

Based upon precedence and the Corbus Tax Allocation report, the suggested approach for allocation of Growth/Decline funds is as follows:

To determine how to fairly split the Library District funds, the following annual usage statistics are collected for each library:

- Materials circulated: The number of items checked out. This does not include e-materials.
- Reference questions: The number of questions staff receives beyond directional questions, as defined by the AZ State Library. These might be email, phone, or in-person inquiries.
- Door Count: The number of patrons that enter the building.
- Patron Count: The number of library card holders. Note: inactive card holders are purged at least every 3 years according to AZ State Library guidelines.
- Programs: The number of programs that are offered by the library. This number reflects each time a program is held, as required by the AZ State Library. For example, if a Toddler Storytime is held each Monday for eight weeks, the tally for programs would be eight (8).
- Computer Use: The number of times that Public Access Computers are used.

Statistics are for the most recent full fiscal year that is available. Each statistic is added together, then totaled to get a percentage that each Library is used in comparison to the other County Libraries for that category. The categories are not weighted, and each number has the same value. This percentages for all six categories are then added together and divided by 600 to get an overall percent for each library. This overall percentage is then applied to the methodology below.

The methodology for disbursement of funds is as follows:

1. 10% of the total amount available is allocated to IT for District-wide needs.
2. 1% of the total amount available is allocated to each Library, including affiliate, branch, and other.
3. The remaining percentage is split according to the % of usage stats as explained above.

Of Note:

1. Havasupai Library: As there is no physical library, this facility does not collect stats, and is ineligible for growth/decline funding at this time. Should the library become functional and open to the public, statistics would be collected, and funds dispersed per the criteria above.
2. Sedona Public Library: 20% of the total stats are used for disbursement of growth/decline funds. This is because the library serves only 20% of patrons who reside in Coconino County, and 80% who reside in Yavapai County.
3. East Flagstaff Library does not receive the 1%, as a single 1% allocation is allocated to Flagstaff for Main, East Flagstaff, and Palsmobile.

Prior to June 30 of every fiscal year, the City of Flagstaff will provide to Coconino County the allocation of the Base plus or minus the Growth/Decline funds to use as the basis for the semi-annual allocation of Library District tax.

RESOLUTION NO. 2025 - __

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COCONINO COUNTY FREE LIBRARY DISTRICT WITH THE DISTRICT ALLOCATING APPROXIMATELY \$391,267 ANNUALLY TO THE SEDONA PUBLIC LIBRARY, INC. 501(C)(3) AS DIRECTED BY THE CITY OF SEDONA FOR THE SEDONA PUBLIC LIBRARY.

WHEREAS, The Coconino County Free Library District, is a county free library district, a special taxing district and political subdivision of the State of Arizona, governed by the Coconino County Board of Supervisors acting as the District Board; and

WHEREAS, the Sedona Public Library is an affiliate library of the Coconino County Free Library District and a portion of the special taxing district tax money collected by the Coconino County Free Library District is allocated to each affiliate library annually to operate and maintain the library; and

WHEREAS, A.R.S § 11-903 requires the City of Sedona to remain a member of the Coconino County Free Library District as an operating party that sponsors the Sedona Public Library for the Library to receive the allocated funds; and

WHEREAS, the allocated funds for the Sedona Public Library shall be administered by the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona; and

WHEREAS, the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by A.R.S. § 11-952.

BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Coconino County Free Library District, with the Library District allocating approximately \$391,267 annually to the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona for the Sedona Public Library.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 12th day of August, 2025.

Scott M. Jablow, Mayor

ATTEST:

APPROVED AS TO FORM:

JoAnne Cook, CMC, City Clerk

Kurt W. Christianson, City Attorney



CITY COUNCIL AGENDA BILL

AB 3217
August 12, 2025
Consent Items

Agenda Item: 3f

Proposed Action & Subject: Approval of an Ordinance amending Sedona City Code Title 6 (Animals), by adopting a new Chapter 6.20 (Wild or Exotic Animal Display or Performance).

Department	Police Department/ Chief Foley
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	May 27, 2025, June 24, 2025
Exhibits:	A. Ordinance B. 2025 Amendments to Sedona City Code Title 6 Animals

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 07/31/25	Amount Budgeted
		\$
		Account No. (Description)

SUMMARY STATEMENT

Background:

The City of Sedona has experienced a growing number of incidents involving the unsupervised or inappropriate public display of wild and exotic animals, particularly in high-traffic pedestrian areas such as Uptown. These displays have raised significant concerns related to public safety, sanitation, and animal welfare.

The Sedona Police Department receives continual complaints from both visitors and business owners regarding these activities. The presence of large reptiles and other exotic animals, often positioned on sidewalks or pedestrian pathways, has created frequent obstructions and forced passersby to walk around or step over animals or their leashes. This not only disrupts the public right-of-way but also introduces serious public health and safety risks, especially for children and individuals with mobility limitations.

The conditions observed in these displays have frequently resulted in unsanitary environments. In some cases, it has been unclear how or where waste from animals—both

solid and liquid—was being managed. These circumstances present clear risks for disease transmission and degradation of public spaces.

Moreover, the exploitation of wild and exotic animals in these public displays has led to incidents of neglect and abuse. In one significant case, the improper care of animals used in unsanctioned displays led to a felony animal cruelty arrest, the seizure of numerous animals, and the discovery of multiple deceased animals, with others in such poor condition that they were ultimately euthanized for humane reasons. This incident highlighted the inability of some individuals to adequately provide for the complex care needs of wild or exotic animals when used in public exhibition settings.

Despite repeated verbal warnings and citations under existing city ordinances such as Sedona City Code 12.05.160(A) (Encroachment on Public Right-of-Way), violations have continued, underscoring the need for stronger, more targeted regulation.

In response, the City has enacted Ordinance Chapter 6.20, which prohibits the display or performance of wild or exotic animals within Sedona city limits unless under clearly defined exceptions—such as with permission of the property owner and with a USDA-licensed exhibitors or entities permitted by the Arizona Game and Fish Department for educational purposes. This ordinance prioritizes the safety of the public, ensures humane treatment of animals, and establishes clear authority for enforcement actions when violations occur.

The City’s proposed ordinance is based on the A.R.S. § 17-102 definition of “wildlife” and the following State regulation which already prohibits display or exhibits of wildlife:

R12-4-402. Live Wildlife: Unlawful Acts

A. A person shall not perform any of the following activities with live wildlife unless authorized by a federal license or permit, this Chapter, or A.R.S. Title 3, Chapter 16:

1. Import any live wildlife into the state;
2. Export any live wildlife from the state;
3. Conduct any of the following activities with live wildlife within the state:
 - a. Display,
 - b. Exhibit,
 - ...

Police officers and authorized officials are empowered under this ordinance to issue warnings, citations, and when necessary, confiscate animals that are being used in violation. Enforcement provisions also place responsibility on violators for any costs incurred related to the care, transport, or boarding of seized animals.

In summary, Ordinance Chapter 6.20 addresses a persistent and documented issue that affects the health, safety, and quality of life of Sedona’s residents, visitors, and the animals themselves. It reflects the City’s commitment to maintaining safe public spaces and upholding ethical standards for animal welfare.

Per SCC Section 2.25.040, two public meetings are required to adopt this ordinance as it consists of new ordinance sections. City Council first reviewed the proposed ordinance on May 27, 2025 and requested that any wildlife display on public property require not only City permission and proper licensing, but liability insurance.

The liability insurance requirement was added as subsection B in Section 6.20.040 Exceptions. City Council reviewed the proposed ordinance again on June 24, 2025 and requested clarification of “for the benefit of a live audience” in the definition of “Display” in Section 6.20.020 Definitions, and also requested revisions to subsection B in Section 6.20.050 Enforcement to reflect that the confiscating agency *shall* make a reasonable effort to find suitable placement for a confiscated wild or exotic animal and that the animal may only be euthanized after consulting with a veterinarian or a wild or exotic animal expert, or by court order. Additionally, the exemption to the prohibition was made clearer in Section 6.20.030, licensed animal handlers with permission from the property owner, can still conduct animal displays. Subsection A in Section 6.20.060 Penalties was revised to reflect that an officer *may* issue a documented warning for a first violation of this chapter and that animals may be confiscated only after a citation, not just a warning.

The changes from the previous version are underlined in the proposed ordinance.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s):

MOTION

I move to: approve Ordinance 2025-__, amending Sedona City Code Title 6 (Animals), by adopting a new Chapter 6.20 (Wild or Exotic Animal Display or Performance).

ORDINANCE NO. 2025-_____

**AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED
“2025 AMENDMENTS TO SEDONA CITY CODE TITLE 6 ANIMALS” AS A PUBLIC RECORD,
ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET
FORTH THEREIN; PROVIDING FOR PENALTIES, SEVERABILITY, AND REPEAL OF
CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council finds it necessary to protect the public health and safety against hazards that wild and exotic animals pose to society, including possible physical harm to residents and potential disease transmission to people or other animals, and to control hazards to the physical and mental health of the public; and

WHEREAS, the City Council finds it necessary to protect to protect wild and exotic animals from cruel and inhumane treatment by prohibiting the display and preventing the exploitation of wild or exotic animals through performances for public entertainment or amusement, as these animals are made to spend excessive time in cramped, barren cages deprived of the ability to engage in their natural behaviors, and subjected to temperature and elevation changes when being transported; and

WHEREAS, the City Council is aware of incidents of persons being bit, and an incident in city limits leading to the death of eight (8) wild animals and others with scale rot, respiratory issues, mite infestations and organ damage due to starvation among wildlife that were used in display, performance, and/or kept in unsanitary conditions leading to an animal cruelty conviction; and

WHEREAS, the City deems it necessary to adopt certain amendments to Sedona City Code Title 6 Animals in the best interests of the health and safety of the public.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1. Adoption. That certain document titled the 2025 Amendments to Sedona City Code Title 6 Animals (“SCC Title 6 Animals Amendment”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk. SCC Title 6 Animals Amendment is hereby amended as set forth Exhibit A, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the SCC Title 6 Animals Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 3. Repeal. All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 4. Penalties.

- A. Upon a first violation of this ordinance, an officer may issue a documented warning.
- B. If there is a violation of this ordinance and the person has previously been issued a warning, the new violation is a civil offense punishable by a fine not to exceed \$2,500.00, plus any other penalties, assessments or surcharges authorized by law. Each and every wild and/or exotic animal on display or performance and each day a display or performance occurs shall constitute a separate offense.
- C. If there is a violation of this ordinance and the person has previously been convicted of violating this ordinance, the new violation is a class 1 misdemeanor, plus any other penalties, assessments or

surcharges authorized by law.

- D. The remedies in this ordinance are cumulative and the city may proceed under one or more such remedies.
- E. The amount of the permit fee and any penalty imposed by the provisions of this ordinance shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction for the amount of any delinquent penalties.

Section 5. Effective Date. The effective date of this Ordinance shall be 30 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 12th day of August, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Chapter 6.20

WILD OR EXOTIC ANIMAL DISPLAY OR PERFORMANCE

Sections:

- 6.20.010 Purpose and intent.**
- 6.20.020 Definitions.**
- 6.20.030 Display or performance prohibited.**
- 6.20.040 Exceptions.**
- 6.20.050 Enforcement.**
- 6.20.060 Penalties**

6.20.010 Purpose and intent.

The purpose and intent of this chapter is to protect the public against the hazards that wild and exotic animals used in displays and performances pose to society and to protect wild and exotic animals from exploitation, unlawful, cruel, and inhumane treatment.

6.20.020 Definitions.

In this chapter, the following words and terms shall be deemed to mean and be construed as follows:

“Display” means to exhibit, show, hold, or use for photographs wild or exotic animals with members of the public, ~~of wild or exotic animals, for the benefit of a live audience.~~

“Performance” means any act, circus, ride, trade show, carnival, parade, race, or similar undertaking in which wild or exotic animals are required to perform tricks, fight, or participate as accompaniments in performances for the entertainment, amusement or benefit of a live audience.

“Person” means any individual, partnership, firm, joint stock company, corporation, joint venture, association, trust, estate, or any other legal entity.

“Wild or exotic animal” means all mammals, birds and the nests or eggs thereof, reptiles, arachnids, amphibians, mollusks, crustaceans and fish normally found in a state of nature anywhere in the world, including the offspring from two different wild animal species or genera. Wild or exotic animal does not include domestic livestock, including cattle, sheep, goats and horses, or domesticated dogs or cats.

6.20.030 Display or performance prohibited.

Subject to the exceptions provided in subsection 6.20.040, nNo person may display or sponsor a display or allow the performance of any wild or exotic animal within the Sedona city limits.

6.20.040 Exceptions.

A. This chapter does not apply to a display or performance that occurs on property with the permission of the property owner so long as the display or performance is done by:

1. A person licensed by the United States Department of Agriculture pursuant to the Animal Welfare Act, as amended, as an exhibitor of wild or exotic animals, including a licensed wild animal park, zoo, circus, or similar exhibitor license; or
2. A person licensed by the Arizona Game and Fish Department or Commission to display wild or exotic animals for educational purposes, including a wildlife holding license or a zoo license.

B. In addition to the requirements of subsection A, any display or performance of wild or exotic animals on city property, including rights-of-way, requires liability insurance naming the city as an additional insured in an amount reasonably acceptable to the city but in no case less than \$1 million per occurrence and \$2 million general aggregate policy limits.

6.20.050 Enforcement.

A. An animal control officer, city code enforcement officer, city community service officer, or any AZPOST certified peace officer may issue a written warning or citation for a violation of this chapter.

B. Any such wild or exotic animal being used for display or performance in violation of this chapter may be confiscated by an animal control officer, city community service officer, city code enforcement officer, or any AZPOST certified peace officer. The confiscating agency ~~shall~~ may make a reasonable effort to find suitable placement for the wild or exotic animal or ~~after consultation with a veterinarian or wild or exotic animal expert, or by court order, at the~~ agency's discretion, the animal may be euthanized. The person issued a ~~written warning or~~ citation for a violation of this chapter is responsible for cost of care of the wild or exotic animal, including but not limited to the cost of feeding, boarding, veterinary care, transportation, and routine husbandry.

6.20.060 Penalties.

A. Upon a first violation of this chapter, an officer ~~may~~ shall issue a ~~documented~~ written warning.

B. If there is a violation of this chapter and the person has previously been issued a warning, the new violation is a civil offense punishable by a fine not to exceed \$2,500.00, plus any other penalties, assessments or surcharges authorized by law. Each and every wild and/or exotic animal on display or performance and each day a display or performance occurs shall constitute a separate offense.

C. If there is a violation of this chapter and the person has previously been convicted of violating this chapter, the new violation is a class 1 misdemeanor, plus any other penalties, assessments or surcharges authorized by law.



**CITY COUNCIL
AGENDA BILL**

**AB 3242
August 12, 2025
Consent Items**

Agenda Item: 3g

Proposed Action & Subject: Approval of a Resolution authorizing the execution of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the City of Sedona.

Department Police Department/Chief Foley

Time to Present N/A

Total Time for Item N/A

Other Council Meetings N/A

Exhibits A. Resolution
B. Agreement

Finance Approval	Reviewed 7/28/25 BGW	Expenditure Required \$ 5,036 annually Amount Budgeted \$ 5,300 Account No. 10-5245-90-6714 (Description) Yavapai County Emergency Management
City Attorney Approval	Reviewed 7/30/25 KWC	
City Manager's Recommendation	Recommend approval ABS 07/31/25	

SUMMARY STATEMENT

Background: The Sedona Police Department has established a strong partnership with Yavapai County regarding its emergency management and preparedness efforts. Yavapai County provides a significant amount of support and guidance in the administrative and operational aspects of the City's emergency management work, and the assistance they offer helps the City better prepare for the preservation of life and property for our citizens and visitors in the event of an emergency or disaster.

There is an existing Intergovernmental Agreement that formalizes the relationship and responsibilities between the City of Sedona and Yavapai County relative to emergency management; however, that agreement is only effective for five (5) years and currently needs to be renewed. The term of the new agreement is one year with automatic one-year renewals unless either party terminates the agreement.

The Sedona Police Department is requesting that Council approve an Intergovernmental Agreement, and the accompanying resolution between the City of Sedona and Yavapai County, for emergency operations management and disaster services.

By entering into this agreement, Yavapai County will continue to coordinate the unified emergency management organization, and as part of the contract, will review the City's preparedness plans. The City agrees to participate in the county's emergency training exercises, review the Multi-Jurisdictional Hazard Mitigation Plan, and designate a point of contact for the county's Emergency Operations Center.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2025- ____, authorizing the execution of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the City of Sedona.

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
YAVAPAI COUNTY AND THE CITY OF SEDONA FOR REGIONAL EMERGENCY
OPERATIONS MANAGEMENT AND DISASTER SERVICES.**

WHEREAS; the City of Sedona, through its Mayor and Council, desires to cooperate and join resources with Yavapai County in the continuation of a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property in the event of an emergency. To effectuate the entire agreement between the parties, an intergovernmental agreement setting forth all the terms and conditions of the proposed emergency management organization has been drafted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT: the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with Yavapai County, Arizona concerning the establishment of unified emergency management. The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 12th day of August, 2025.

Scott M. Jablow, Mayor

ATTEST:

APPROVED AS TO FORM:

JoAnne Cook, CMC, City Clerk

Kurt W. Christianson, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT
AND DISASTER SERVICES BETWEEN
YAVAPAI COUNTY
AND
THE CITY OF SEDONA

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the ____ day of _____, **2025** (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the City of Sedona, an Arizona municipal corporation (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308 to enter into this Agreement.

PURPOSE

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, man-made, or national security causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. “Public agency” has the same definition as that contained in A.R.S. § 11-951.
2. “Participating Public Agencies” means those public agencies that have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. **County Obligations.** County shall:

- a. Prepare and maintain one or more County Emergency Operations Plans (“EOP”) in accordance with the Comprehensive Preparedness Guide (CPG) 101, giving due consideration to hazards that affect all areas of the County.
- b. Advise and assist Public Agency in developing, reviewing, updating, publishing, and distributing an EOP created by Public Agency, or in adopting the Yavapai County EOP.
- c. Advise and assist the Public Agency in developing, reviewing, updating, publishing, and distributing Continuity of Operations Plans (COOP). The Public Agency also has the option to utilize BOLDplanning¹ for their COOP needs, should they choose to do so.
- d. Prepare and maintain a Multi-Jurisdictional Hazard Mitigation Plan that is in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans that is available for adoption by local jurisdictions to maintain access to FEMA funding for mitigation or public assistance.
- e. Prepare and maintain a Community Wildfire Protection Plan that aligns with the requirements set forth in the Healthy Forests Restoration Act of 2003 that is available for adoption by local jurisdictions to maintain access to federal grant dollars.
- f. Prepare and maintain an Integrated Preparedness Plan (IPP) that aligns with the requirements set forth in the Emergency Management Performance Grant (EMPG) Program, which is available for local jurisdictions’ training and exercise needs.
- g. Advise and assist the Public Agency with the disaster and emergency management training of employees designated by the Public Agency.
- h. Provide and maintain a coordinated County-wide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including alert, warning, and communications systems, comprehensive emergency management and planning, and an emergency operations center.
- i. Disseminate emergency alerts through the Integrated Public Alert and Warning System (IPAWS) at the request of the Public Agency when criteria for such alerts are met.
 - (1) Alerts will only be issued by the Yavapai County Office of Emergency Management (YCOEM) when requested by authorized persons by the Agency Having Jurisdiction (AHJ).

¹ BOLDplanning Inc., a division of Prepara, develops online software for EOP, COOP, Business Continuity Planning, and Hazard Mitigation.

- (2) If an external agency requests the issuance of an alert within the AHJ, YCOEM will not issue the alert immediately. Instead, YCOEM will validate the request with the AHJ's point of contact.
- j. Provide and maintain, and issue access to, a comprehensive emergency management software tool to expedite the emergency operations center processes and for sharing information.
- k. Plan for the development and maintenance of an electronic interactive resource database of government-owned and other resources available for use in the event of a disaster.
- l. Provide assistance with local emergency declarations and obtaining federal and state funds available to Public Agency for emergency management and disaster purposes.
- m. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state or federal governments for emergency management purposes.
- n. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- o. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for Public Agency if resources are available.
- p. Assist the Public Agency in designing, developing, delivering, and reporting after-action exercises to evaluate its disaster response capabilities, upon request. For documentation purposes, YCOEM will complete an After-Action Report for any incident involving their personnel.
- q. Activate shelters that are compliant with the Americans with Disabilities Act through the American Red Cross, Animal Disaster Services, and Large Animal Shelter & Emergency Readiness, when requested.
- r. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) Develop disaster response pamphlets or handouts that the Public Agency can reproduce and distribute to the public through libraries, community centers, and senior centers within its jurisdiction.
 - (2) Suggest public outreach activities on disaster and emergency-related subjects to schools, civic groups, and similar organizations.
 - (3) Coordinate with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days, and similar events, when staffing allows.
- s. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

- t. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.
- u. In accordance with A.R.S. § 26-308, “Each county and incorporated city and town of the state shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs.” This Agreement does not satisfy this obligation; therefore, Public Agency is still required to ensure the provision of emergency management within its jurisdiction.
 - (1) YCOEM may advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2 (Emergency Management) and State policies and procedures.

2. **Public Agency Obligations.** Public Agency shall:

- a. Develop or adopt, publish, and distribute an EOP that is complementary to and compatible with the County’s EOP and in accordance with CPG 101.
- b. Develop and conduct emergency management training programs and exercises as needed to comply with the Homeland Security Exercise and Evaluation Program (HSEEP) and the National Incident Management System (NIMS).
- c. Act as, at Public Agency’s discretion, a backup Emergency Operations Center location for the County if such a backup becomes necessary.
- d. Work towards implementing the Arizona Qualification System within its jurisdiction. This effort aims to ensure that local resources are adequately qualified and trained to staff an Incident Management Team (IMT) or Emergency Operations Center effectively. By developing a pool of trained personnel, the Public Agency enhances its ability to respond to emergencies and disasters promptly.
- e. Participate in revisions of the Multi-Jurisdictional Hazard Mitigation Plan and provide accurate and relevant information on local hazards, vulnerabilities, and other necessary information to maintain the plan’s accuracy.
- f. Participate in After-Action Reports and provide feedback from relevant persons participating in the incident.
- g. Identify a central point of contact as the Public Agency’s Emergency Manager, who shall be responsible for coordination with YCOEM.
- h. Engage in proactive information sharing, communication, and coordination efforts and assist with the inclusion of all necessary agencies in the planning, response, and recovery processes.
- i. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- j. Provide evacuation zone shapefiles to YCOEM in the event of an emergency requiring the issuance of an emergency alert.

- k. Provide a list of authorized personnel permitted to request Alert and Warning Notifications to YCOEM and ensure it is kept updated for their jurisdiction.
- l. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) \$0.52 per person per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this Agreement.

Year	Base	2020	2021	2022	2023	2024	2025	New Rate
Inflation Increase		1.40%	2.20%	6.50%	3.40%	3.20%	2.20%	
Rate	0.43	0.00602	0.009592	0.028965	0.016136	0.015703	0.011141	
Rate + Inflation Cost		0.43602	0.445612	0.474577	0.490713	0.506416	0.517557	\$0.52

Inflation percentages based on the Consumer Price Index for All Urban Consumers, West Urban, All Items as issued by the U.S. Bureau of Labor Statistics

City/Town	Population
Cottonwood	12029
Prescott	45827
Sedona	9684
Camp Verde	12147
Chino Valley	13020
Clarkdale	4424
Dewey-Humboldt	4326
Jerome	464
Prescott Valley	46785
Yavapai Prescott Indian Tribe	200

Population based on 2020 Census data from Census.Gov

3. **Entire Agreement.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
5. **Disputes.** In the event of any controversy that may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the

parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Term; Termination.

- a. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, unless sooner terminated as provided herein.
- b. This Agreement may be terminated by either party by giving written notice of such intention to the other party not less than 90 days prior to June 30 of the year during which the notice is given. The effective termination date will be the end of that 90-day notice period.
- c. This agreement shall automatically renew for one additional one-year term unless terminated as provided herein. All terms of the agreement during the renewal period , with the exception of the annual assessment rate , shall be in accordance with the terms set forth in the initial term including any amendments or addenda.

7. Annual Rate Adjustment. Prices applicable to this Agreement may be adjusted annually on July 1, and each year thereafter during the term of this Agreement by an amount equal to the increase in the Consumer Price Index for All Urban Consumers, West Urban, All Items, issued by the U.S. Bureau of Labor Statistics at the time of price adjustment notice.

8. Subject to Appropriation. The parties are obligated only to pay the obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the then-current fiscal year. Obligations under this Agreement are current expenses subject to the “budget law” and unfettered legislative discretion concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the parties shall be relieved of any subsequent obligation under this Agreement. The parties agree that there is no obligation or duty of good faith to budget or appropriate the payment of obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of a party to make any payment pursuant to this Agreement is not a general obligation or indebtedness. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.

9. E-Verify. To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

- b. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - c. The provisions of this section must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
10. **Indemnification.** To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement that are the result of any act or omission of the party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a party to comply with the terms of this Agreement shall not provide the basis of any third-party action against either party.
11. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each party covered by this Agreement shall be deemed to be an employee of all parties. The primary employer shall be solely liable for payment of workers' compensation benefits.
12. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than 30 calendar days from the effective termination date of this Agreement.
13. **Other Responsibilities.** This Agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
14. **Notice.** Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days' mailing. Notices shall be addressed as follows:

COUNTY: Emergency Manager
 Yavapai County
 Office of Emergency Management
 1100 Commerce Drive
 Prescott, AZ 86305

PUBLIC AGENCY: City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(SIGNATURES FOLLOW)

THE CITY OF SEDONA

YAVAPAI COUNTY

By: _____
Scott M. Jablow, Mayor
City of Sedona

Date: _____

ATTEST:

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

Date: _____

ATTEST:

By: _____
JoAnne Cook, CMC, City Clerk
City of Sedona

Date: _____

By: _____
Jayme Rush, Clerk of the Board
Yavapai County

Date: _____

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson
City of Sedona

Date: _____

By: _____
Nicole Weber, Deputy County Attorney
Yavapai County

Date: _____



CITY COUNCIL AGENDA BILL

AB 3244
August 12, 2025
Consent items

Agenda Item: 3h

Proposed Action & Subject: Approve acceptance of ownership of a portion of right-of-way known as Juniper Drive, between SR 89A and the Juniper Knolls subdivision currently owned by ADOT.

Department	Public Works/ Kurt Harris
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	A. ADOT Project Plan Sheets (3) B. Site Map C. ADOT 4-Year Notice Waiver Form

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ NA
City Manager's Recommendation	Recommend approval ABS 07/31/25	Amount Budgeted
		\$ NA
		Account No. (Description)

SUMMARY STATEMENT

Background: On March 03, 2025 the City Engineer was made aware by the ADOT Right-of-Way Group informing the City of an existing portion (~ 200-ft in length x 80-ft width) of ADOT excess rights-of-way that currently exists between State Route 89A and the Juniper Knolls subdivision, known as Juniper Drive. As part of ADOT efforts to reduce excess lands not deemed essential they propose to abandon/quit claim the right-of-way to the City of Sedona.

This portion of Juniper Drive was acquired by ADOT in 1999 and was part of an SR 89A ADOT improvement project that re-aligned the existing Juniper Drive to SR 89A and Calle Del Sol intersection. The realignment was a safety component of multiple improvements addressed through a portion of the SR 89A corridor at the time. See Exhibit B for a map of the proposed transfer area.

This portion of right-of-way that ADOT would like to abandon/quit claim to the City of Sedona is currently one of two main access roads to the Juniper Knolls subdivision. The other road is Pinon Drive. No additional workload or maintenance costs are anticipated because this portion of Juniper Road is already part of the City's landscape and road maintenance program. The

local jurisdiction has to approve of the abandonment. Public Works accepts this portion into local city roadways and finds it beneficial to the city.

Sedona City Code Section 2.15.100, Transfers of State Routes to the City, is not implicated by this proposed transfer because this does not involve a state route, SR89, but only a local road, Juniper Dr., which is already a designated City street.

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

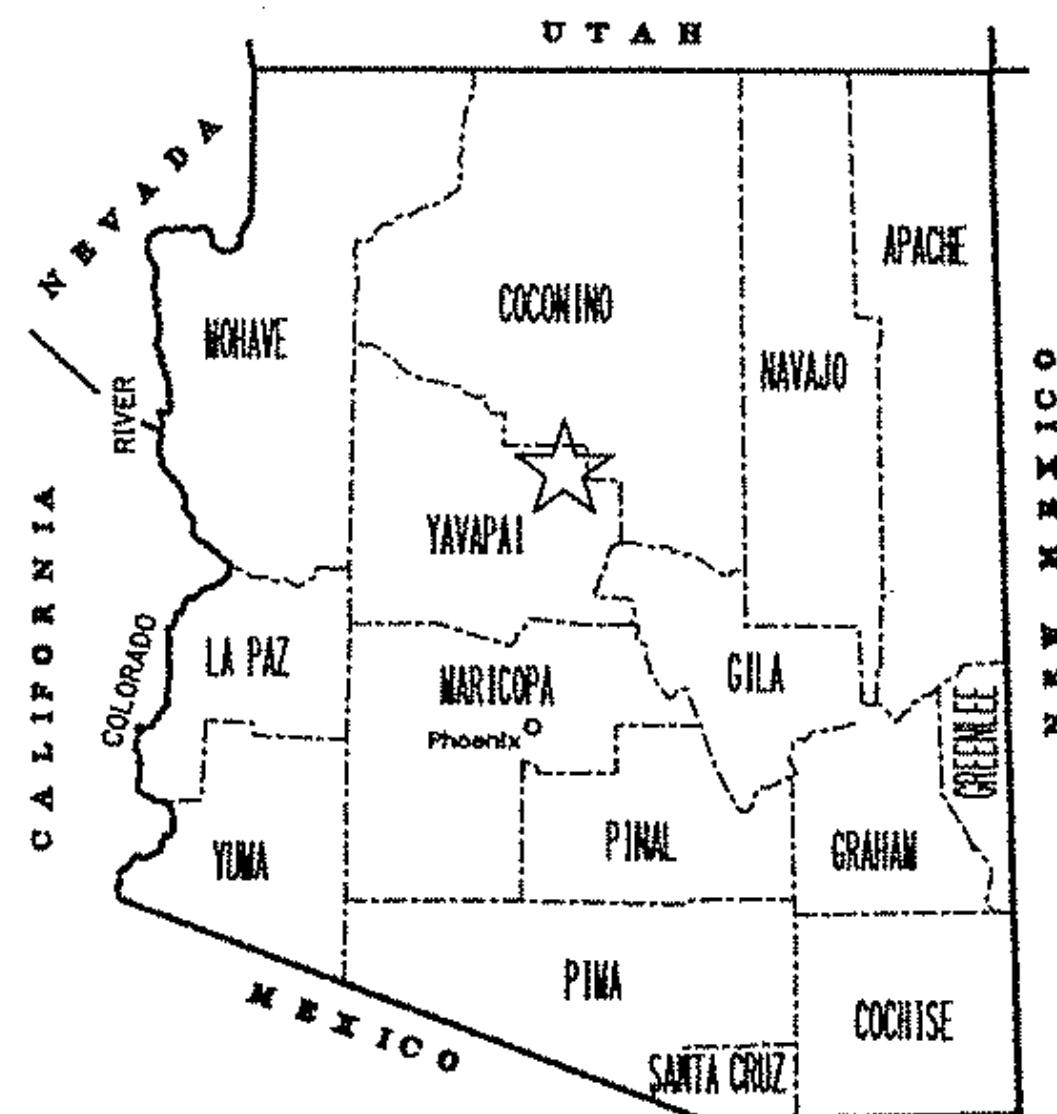
Acceptance of a portion of ADOT rights-of-way known as Juniper Drive is not directly applicable to the Climate Action Plan.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

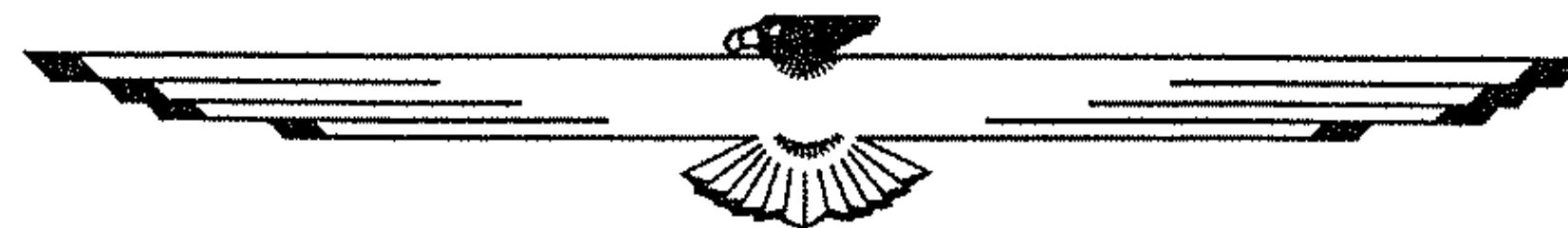
Alternative(s): Not approve the ownership transfer.

MOTION

I move to: approve acceptance of a portion of right-of-way from ADOT, known as Juniper Drive, between SR 89A and Juniper Knolls subdivision, directing the City Manager to sign the ADOT Waiver for approval/acceptance.



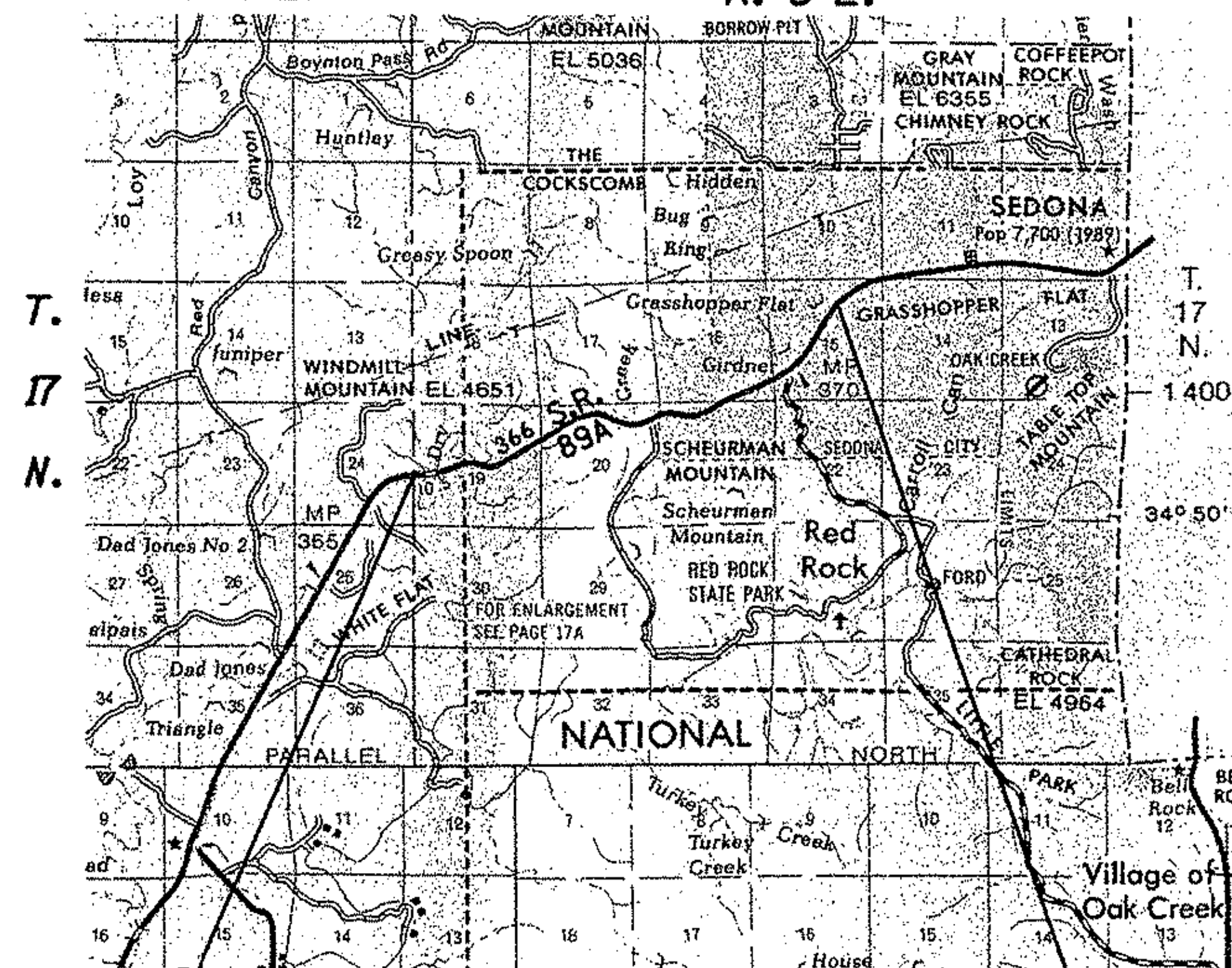
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION



RIGHT OF WAY PLAN OF THE
PRESCOTT-FLAGSTAFF HIGHWAY
DRY CREEK - SEDONA
089A YV 366 H2741 02R
S-366-814

LENGTH OF PROJECT 4.16 MI DISTRICT F

R. 4 E. R. 5 E.



M.P. 366.5

M.P. 370.7

089A YV 366 H2741 03R
S-366-813

089A YV 366 H2741 02R
S-366-814

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	FINALIZED PLANS
9	ARIZ.	S-366-814	1	31	



ARIZONA DEPARTMENT OF TRANSPORTATION BOARD
APPROVED FOR RIGHT OF WAY ACQUISITION IN ACCORDANCE
WITH RESOLUTION 99-10-A-049 DATED 10-15-99
EDWARD D. WRIGHT STATE ENGINEER

APPROVED IN ACCORDANCE WITH ROADWAY PLANS
DATE 2-25-00

CHIEF R/W AGENT

St. Hansen

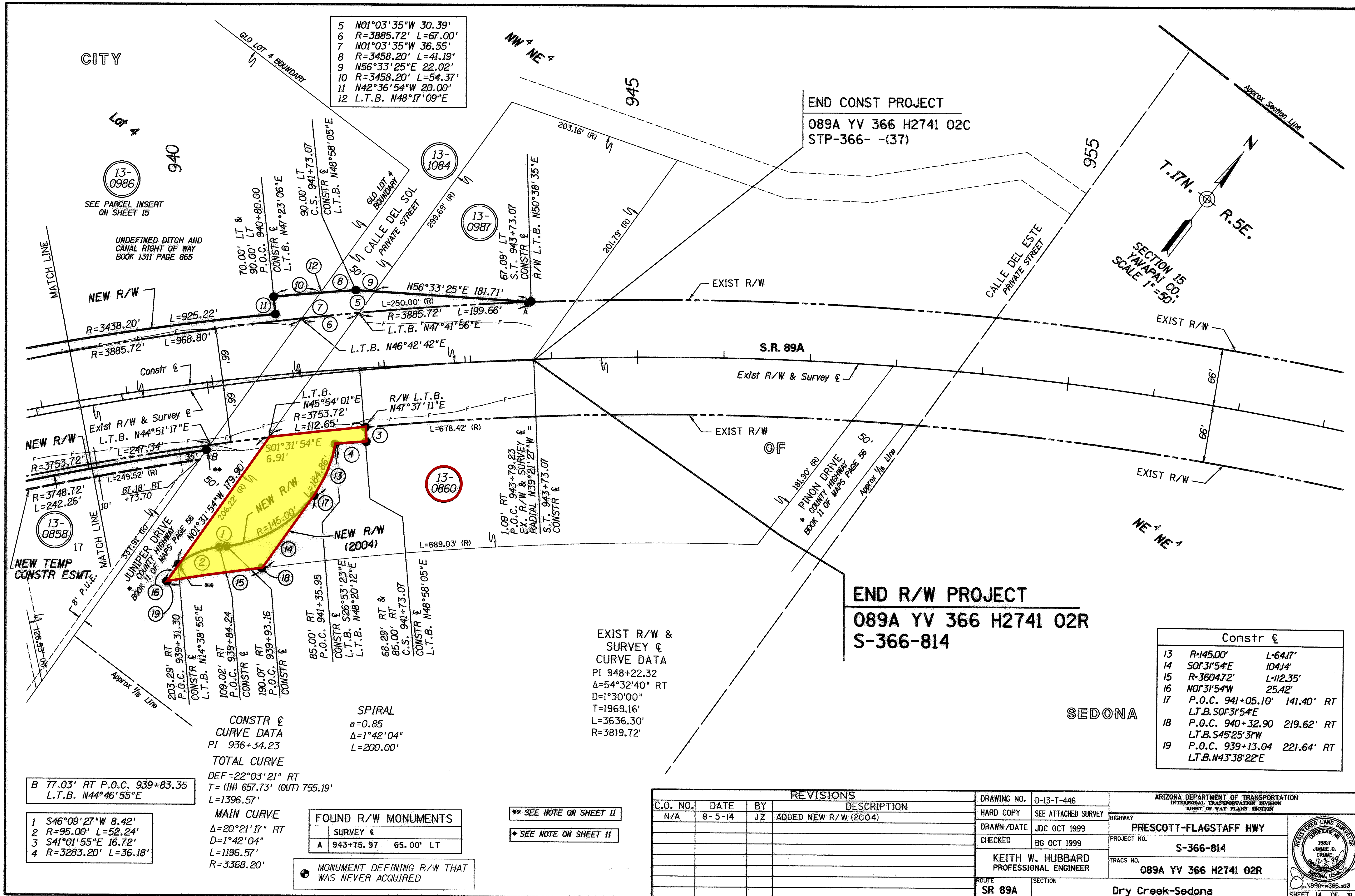
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED DATE
DIVISION ADMINISTRATOR

DRAWING NO. D-13-T-446
SHEET NO. 1 OF 31



PUBLIC HEARING REQUIREMENTS CERTIFIED	_____
ENVIRONMENTAL CLEARANCE	_____
C & S REVIEW	_____
BID SET REVIEW	_____



5 N01°03'35"W 30.39'
6 R=3885.72' L=67.00'
7 N01°03'35"W 36.55'
8 R=3458.20' L=41.19'
9 N56°33'25"E 22.02'
10 R=3458.20' L=54.37'
11 N42°36'54"W 20.00'
12 L.T.B. N48°17'09"E

END CONST PROJECT
089A YV 366 H2741 02C
STP-366- (37)

END R/W PROJECT
089A YV 366 H2741 02R
S-366-814

Constr &		
13	R=145.00'	L=64.17'
14	S01°31'54"E	104.14'
15	R=3604.72'	L=112.35'
16	N01°31'54"W	25.42'
17	P.O.C. 941+05.10'	141.40' RT
18	L.T.B. S01°31'54"E	
18	P.O.C. 940+32.90	219.62' RT
	L.T.B. S45°25'31"W	
19	P.O.C. 939+13.04	221.64' RT
	L.T.B. N43°38'22"E	

EXIST R/W &
SURVEY &
CURVE DATA
PI 948+22.32
Δ=54°32'40" RT
D=1°30'00"
T=1969.16'
L=3636.30'
R=3819.72'

SPIRAL
a=0.85
Δ=1°42'04"
L=200.00'

CONSTR &
CURVE DATA
PI 936+34.23
TOTAL CURVE
DEF=22°03'21" RT
T=(IN) 657.73' (OUT) 755.19'
L=1396.57'

MAIN CURVE
Δ=20°21'17" RT
D=1°42'04"
L=1196.57'
R=3368.20'

FOUND R/W MONUMENTS		
	SURVEY &	
A	943+75.97	65.00' LT

MONUMENT DEFINING R/W THAT
WAS NEVER ACQUIRED

B 77.03' RT P.O.C. 939+83.35
L.T.B. N44°46'55"E

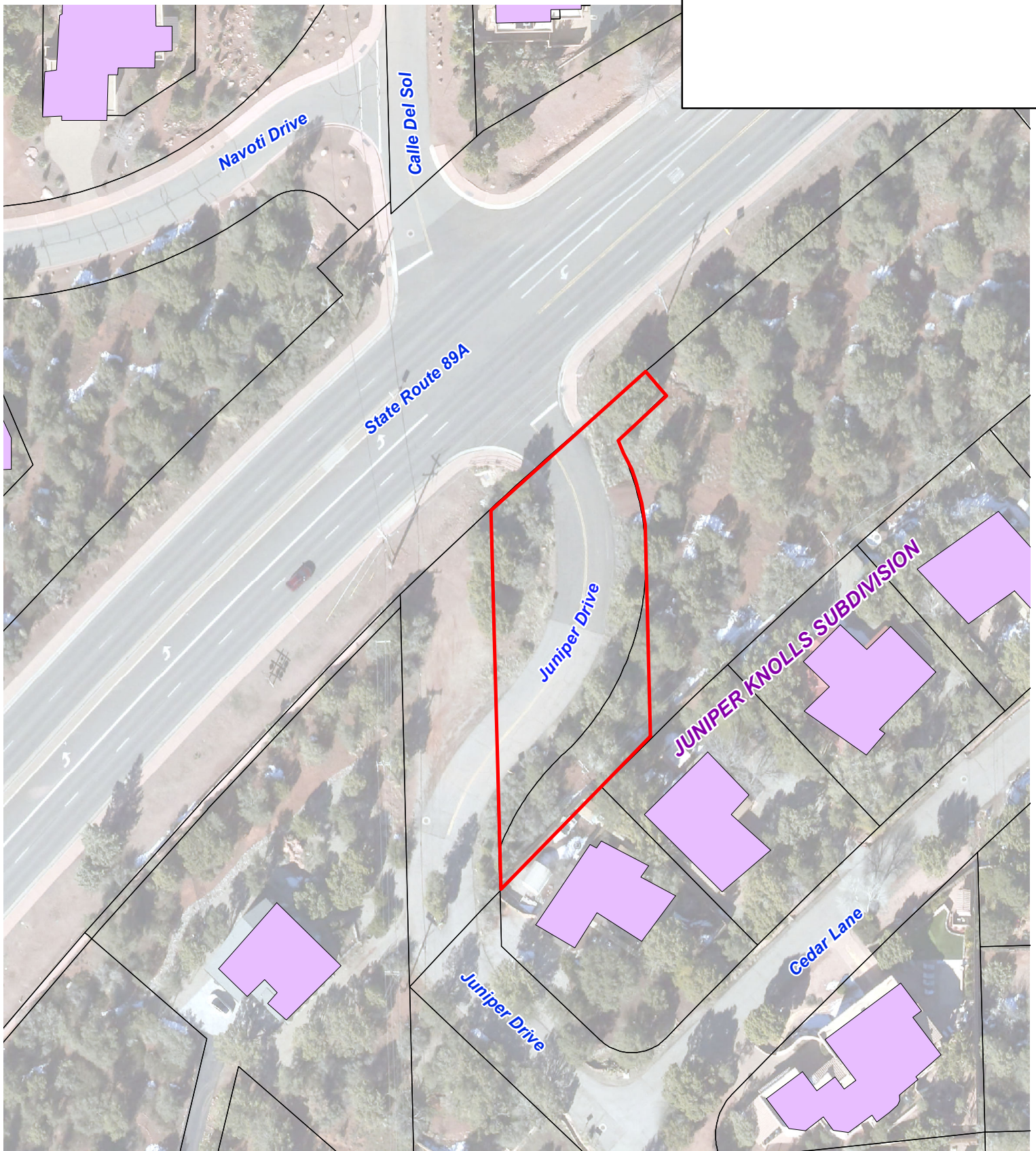
- 1 S46°09'27"W 8.42'
- 2 R=95.00' L=52.24'
- 3 S41°01'55"E 16.72'
- 4 R=3283.20' L=36.18'

REVISIONS			
C.O. NO.	DATE	BY	DESCRIPTION
N/A	8-5-14	JZ	ADDED NEW R/W (2004)

DRAWING NO.	D-13-T-446	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION RIGHT OF WAY PLANS SECTION	
HARD COPY	SEE ATTACHED SURVEY	HIGHWAY PRESCOTT-FLAGSTAFF HWY	
DRAWN/DATE	JDC OCT 1999	PROJECT NO. S-366-814	
CHECKED	BG OCT 1999	TRACS NO. 089A YV 366 H2741 02R	
KEITH W. HUBBARD PROFESSIONAL ENGINEER		ROUTE SR 89A	
SECTION		Dry Creek-Sedona	

13817
JIMMIE D. CRUME
2-2-99
ARIZONA, U.S.A.

SHEET 14 OF 31



ADOT Right-of-Way Abandonment

(Aerial Map)

 **Juniper Drive (ADOT ROW)**

0 65 130 Feet

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.



FROM: Anette Spickard, City Manager of Sedona, Arizona
102 Roadrunner Drive, Suite #106, Sedona Arizona 86336

TO: Arizona Department of Transportation Right of Way Group
205 South Seventeenth Avenue, Mail Drop 612E, Phoenix, Arizona 85007-3212
Attn.: Justin Ellsworth, Land Title Examiner II, Resolution/Disposal Unit

RE: **WAIVER OF A.R.S. § 28-7209**

LOCATION: That portion of right of way known as Juniper Drive, lying South of State Route 89A that was temporarily taken into the State Transportation System to accommodate the improvement of S.R. 89A, being a portion of Section 15, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as demarcated on the Right of Way Plans of the PRESCOTT – FLAGSTAFF HIGHWAY, Dry Creek – Sedona Section, Project 089A YV 366 H2741 02R / S- 366-814, and depicted on Exhibit “A” of ADOT Disposal D-NC-013, attached hereto and made a part hereof.

— — — — **WAIVER** — — — —

By signing below, the Anette Spickard, City Manager of Sedona hereby waive the Four-Year Advance Notice of Abandonment and Pavement Quality Report, in accordance with the provisions of Arizona Revised Statutes § 28-7209, which will allow the State of Arizona, by and through its Department of Transportation (ADOT) to abandon, according to law, in the near future, all of its interest in and to said right of way to the City of Sedona for a continued public transportation use.

Signature	Title	Date
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CITY COUNCIL AGENDA BILL

AB 3246
August 12, 2025
Consent Items

Agenda Item: 3i

Proposed Action & Subject: Approval of recommendation regarding a new Series 12 Restaurant, Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (also known as 345 Jordan Road), Sedona, AZ (Job/Application #351955).

Department	City Clerk/ JoAnne Cook and Marcy Garner
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	Liquor license application is available to view in the City Clerk's Department.

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 7/30/25	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received a new Series 12 Restaurant, Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (also known as 345 Jordan Road), Sedona, AZ (Job/Application #351955). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

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

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Recommend denial new Series 12 Restaurant, Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (also known as 345 Jordan Road), Sedona, AZ (Job/Application #351955). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (also known as 345 Jordan Road), Sedona, AZ Job/Application #351955).



**CITY COUNCIL
AGENDA BILL**

**AB 3222
August 12, 2025
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action regarding a Resolution approving Development Agreement with Dutchman's Cove, LLC for construction of a 99-year public access shared-use path in exchange for lot-line and easement adjustments and a City contribution of \$140,000 at the proposed Ambiente Creekside development.

Department	Community Development-Cari Meyer/City Attorney-Kurt Christianson
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	April 22, 2008; February 14, 2006; August 13, 2024
Exhibits	1. Development Agreement 2. Resolution

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 07/31/25 ABS	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background

On August 13, 2024, the Sedona City Council approved Ordinance 2024-02 reverting the zoning on the proposed Ambiente Creekside development to its original zoning per A.R.S. 9-462.01(E) from the expired Planned Development approved in 2008 and later extended to 2010.

The zoning reversion resulted in the majority of the property being zoned Commercial (CO), with small portions of it being zoned for single family residential (RS-35, east side of Oak Creek) and multifamily residential (RM-2, north end of property on west side of State Route 89A), allowing the property to develop under the current allowances for these districts.

Ambiente Creekside Project and Development Agreement

Dutchmen's Cove, LLC, the "Developer", intends to construct a lodging project including 36 lodging units (totaling 30,240 sq. ft.) restaurant/bar (12,200 sq. ft.) and health spa (15,000 sq. ft.), and ~155 parking spaces on the property and other buildings as shown on the conceptual plan:



As part of the development, the Developer has agreed to construct a 10' wide shared use path called the Canopy Walk that the Developer will construct and maintain open to the public for a period of 99-years. Portions of the Canopy Walk may be raised to provide a unique experience. The path will run from the Owenby Way roundabout to the Southern border of the property where it could tie into a future City creek walk or cross Oak Creek and join the Huckaby Trail. The Canopy Walk is roughly 1,400 feet long.

In exchange for constructing the Canopy Walk and maintaining it open to the public for 99 years as part of a public access easement, the Developer has requested a Development Agreement that requires the City reimburse the owner \$140,000 for the construction of the Canopy Walk which is roughly \$10psf for the 99-year public access easement. Additionally, as part of the Development Agreement, the City agrees to allow the Developer to move the current sewer easements upon review and approval of the City Engineer, adjust the lot lines as shown in the exhibit, and abandon a roadway access easement.

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

The Climate Action Plan is not applicable. If the property were to apply for a rezoning, it would be evaluated for consistency with all adopted plans of the City.

Board/Commission Recommendation: ☒ Applicable - ☐ Not Applicable

The Planning and Zoning Commission will provide a recommendation to City Council on the Development Agreement at its August 5, 2025 meeting which will be forwarded to Council.

Alternative(s):

MOTION

I move to: approve Resolution 2025-__, approving the Development Agreement with Dutchman's Cove, LLC for the construction of a public shared-use path in the amount of \$140,000, subject to approval of the written agreement by the City Attorney's Office.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 2025 (the “**Effective Date**”), by and between the City of Sedona, Arizona, an Arizona municipality (“**City**”) and Dutchman’s Cove LLC, an Arizona limited liability company dba Ambiente Creekside (“**Ambiente**”) (referred to herein collectively as the “**Parties**” or individually as a “**Party**”).

RECITALS

- A. Ambiente has contracted to purchase certain real property located in Sedona, Coconino County, Arizona, identified as Assessor's Parcel Numbers (APN) 401-08-002A, 401-08-006A, 401-13-059, 401-09-001A, 401-09-001B, and 401-09-001C, legally described in **Exhibit A**, attached hereto (the “**Property**”).
- B. Ambiente desires to improve and develop the Property by constructing a hotel with 36 lodging units, restaurant, spa, canopy walk, arrivals building, maintenance building, and other improvements as contemplated in Sedona case number PZ24-00015 (the “**Project**”). The current conceptual plan for the Project is attached hereto as **Exhibit B** (“**Conceptual Plan**”), which is provided for illustrative purposes only. The design, layout, and components of the Project may be revised, refined, or otherwise modified by Ambiente as it proceeds with design development and seeks governmental approvals.
- C. Conditioned upon Ambiente obtaining satisfactory approvals to permit the Project, Ambiente desires to construct, own, and maintain, and the City desires to have constructed and maintained, a public recreational walking path ten feet (10’) in width (the “**Canopy Walk**”), described and depicted conceptually in the attached **Exhibit B**, which will serve as a portion of the City’s planned public Creek Walk, described herein and depicted conceptually in **Exhibit C**. The Canopy Walk may include elevated portions as determined in Ambiente’s sole discretion, but nothing herein shall be construed to require that any portion of the Canopy Walk be elevated.
- D. The Parties acknowledge the mutual benefit of cooperating in facilitating public access to Oak Creek in a manner protective of the sensitive riparian environment.
- E. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

- F. The Parties desire to enter into this Agreement to define clearly their rights, obligations, and responsibilities in connection with the Canopy Walk project.
- G. The City believes that the development of the Canopy Walk on the Property pursuant to this Agreement would provide certain benefits to the City, and Ambiente believes that the development of the Canopy Walk on the Property pursuant to this Agreement would be beneficial and advantageous to Ambiente.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties agree as follows:

- 1. **Recitals.** The recitals above, A through G, are incorporated into this Agreement.
- 2. **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:
 - 2.1. **“Applicable Laws”** means all federal, state, county, municipal, and local laws, statutes, ordinances, regulations, resolutions, rules, codes, standards, and official policies, including, without limitation, zoning regulations, land-use laws, subdivision codes, environmental laws, building codes, health and safety regulations, and specifically including the City of Sedona’s Land Development Code as in effect on the date of execution of this Agreement, and any amendments thereto, that are adopted, enacted, promulgated, or otherwise enforced by any governmental authority or administrative agency having jurisdiction over the subject property, development activities, improvements, or matters addressed by this Agreement, including those enacted or enforced by the United States Government, the State of Arizona, Coconino County, the City of Sedona, and any political subdivision thereof.
 - 2.2. **“Approvals”** means all approvals, consents and permits necessary pursuant to Applicable Laws and encumbrances recorded against the Property for the development of the Project.
 - 2.3. **“Canopy Walk”** means the walking path improvements contemplated in this Agreement that are located solely within the Property, and which are intended to enable a public recreational walking path from SR89A and Owenby Road to the Coconino National Forest on the southeast corner of the Property. The Canopy Walk may, at Ambiente’s sole discretion, include portions that are elevated above ground level, but nothing in this Agreement shall be construed to require that any portion be elevated. “Canopy Walk” specifically excludes any improvements or obligations located outside of the Property.

- 2.4. **“Default” or “Event of Default”** means one or more of the events described in Sections 20.1 and 20.2; provided that such events shall not give rise to any remedy until effect has been given to all grace periods and cure periods provided in Section 20.3.
- 2.5. **“Force Majeure”** means the events and circumstances described in Section 17.6.
- 2.6. **“Project”** means as defined in Recital B.
- 2.7. **“Property”** means as defined in Recital A.
- 2.8. **“Term”** means twenty (20) years from the Effective Date.
- 2.9. **“Term – Canopy Walk Easement”** means ninety-nine (99) years from the Effective Date.

3. **Public Canopy Walk.**

3.1. **Construction; Ownership; Maintenance.**

- 3.1.1. Obligation to Construct. Ambiente shall, at its sole cost and expense, undertake and complete the design, permitting, and construction of the Canopy Walk to be constructed entirely upon the Property.
- 3.1.2. Design. The Canopy Walk shall have a width of not less than ten (10) feet. Ambiente may, in its sole discretion, elect to elevate some or all portions of the Canopy Walk above ground level, provided that any such elevated portions shall comply with the applicable requirements of the Sedona Land Development Code, including height limits (maximum 22 to 27 feet) for building height. The general location and potential elevation of the Canopy Walk are depicted in the Conceptual Plans and are intended to preserve and protect the natural environment of Oak Creek. Nothing in this Agreement shall be construed to require Ambiente to elevate the Canopy Walk, in whole or in part.
- 3.1.3. Alignment. The conceptual alignment for the Canopy Walk is depicted on **Exhibit B**. The final alignment will be determined by Ambiente through its development Approvals and in compliance with applicable Sedona Land Development Code requirements; provided, however, that the ingress and egress points as shown in **Exhibit B** shall not change without the City’s consent and all applicable Sedona Land Development Code requirements are met. Additionally, Ambiente shall establish at least one additional emergency access point (which may be a staircase) subject to approval by the Sedona Fire District other than the ingress and egress points, and may establish controlled access points connecting the Canopy Walk to its facilities, at its discretion.

- 3.1.4. Setbacks. Notwithstanding any contrary provision in the Sedona Land Development Code or any other applicable City development regulation, the City agrees that all setback requirements shall be and hereby are waived with respect to any elevated portion of the Canopy Walk and its associated structural elements, including any supporting columns, ramps, railings, viewing platforms, or other associated elements (collectively, the “Canopy Walk Structure”). The City acknowledges that the Canopy Walk Structure, as an elevated public recreational structure to be located entirely within the boundaries of the Property and constructed by Ambiente pursuant to this Agreement, is a unique improvement and that application of standard setback requirements would unnecessarily hinder its design and function. Accordingly, the City confirms that the Canopy Walk Structure shall not be subject to any side, rear, or front setback requirements otherwise applicable to permanent structures under the Land Development Code.
- 3.1.5. Viewing Platform. The Canopy Walk will initially end in a fifteen-foot to twenty-foot (15-20’) wide viewing platform on the Property as shown in **Exhibit B**. The City may, at its option, connect to it for future Creek Walk and Huckaby Trail extensions in accordance with this Agreement. Nothing in this Agreement shall obligate Ambiente to establish an ingress or egress point at the viewing platform / southwest corner of the Property unless and until the City constructs a connection to the Canopy Walk at that location as part of a future Creek Walk or Huckaby Trail extension.
- 3.1.6. Ownership and Maintenance. Ambiente shall retain exclusive ownership and full title to the Canopy Walk improvements. Ambiente acknowledges and agrees that, as the sole owner, it shall bear full responsibility for the ongoing maintenance, repair, replacement, management, and operation of the Canopy Walk, including, without limitation, responsibility for structural integrity, surface conditions, guardrails, lighting, drainage, landscaping, trash removal, snow and ice removal, graffiti removal, signage, and compliance with Applicable Laws.
- 3.1.7. Maintenance Standards. Ambiente shall maintain the Canopy Walk in a good, clean, safe, and attractive condition, consistent with standards customary for public pedestrian facilities located within the City of Sedona. Ambiente shall undertake periodic inspections, repair defects, perform preventative maintenance, as necessary, and ensure the Canopy Walk remains functional and available for public use.
- 3.1.8. Permits and Approvals. Ambiente shall be responsible for obtaining all governmental and regulatory Approvals, permits, licenses, authorizations, and

environmental clearances required for the design, construction, operation, and maintenance of the Canopy Walk, including but not limited to building permits, grading permits, environmental assessments, and any permits or clearances required from federal, state, or local agencies or jurisdictions, including the Sedona Fire District, Arizona Department of Environmental Quality, Arizona Department of Water Resources, and the United States Army Corps of Engineers, if applicable. The City agrees to cooperate reasonably with Ambiente in connection with Ambiente's pursuit of such Approvals and shall waive any City-imposed fees associated with permitting and reviewing the Canopy Walk. This fee waiver does not extend to the hotel, spa, restaurant or other project buildings or improvements.

- 3.1.9. **Timing.** Ambiente shall construct the Canopy Walk as part of developing the Property as a 36-lodging unit hotel. The Canopy Walk shall be substantially completed and open to the public on or prior to the issuance of a certificate of occupancy for the hotel, spa, or restaurant to the public, subject to reasonable delays and/or agreed upon extensions, as the case may be. "Substantial completion" shall mean the date upon which the Canopy Walk is completed and safe for public use in compliance with applicable standards and regulations, subject only to "punch list" items that do not materially impair its safe public use.
4. **Public Access Easement.** Ambiente hereby grants to the City a nonexclusive public access easement to use the Canopy Walk for pedestrian and nonmotorized travel purposes for a term of ninety-nine (99) years commencing upon substantial completion of the Canopy Walk. Ambiente retains fee title to the Canopy Walk, subject only to the City's easement rights hereunder. The easement shall run with the land, but shall be expressly limited to use of the Canopy Walk itself and shall not extend to or encumber the underlying land. The easement shall not be separately recorded and shall exist solely as provided within this Development Agreement. Sections 4, 4.1, and 4.2, and the Public Access Easement shall survive for a period of 99 years from the Effective Date and shall survive termination or expiration of this Agreement.
 - 4.1. **Access Points.** Ambiente shall provide a public access point to the Canopy Walk near the Owenby Way roundabout as depicted in **Exhibit B** and at least one additional emergency access point subject to approval of the Sedona Fire District. Additionally, if and when the City desires to connect to the Canopy Walk at the viewing platform and construct the Creek Walk to the south or establishes a connection to Huckaby Trail pursuant to Section 7, the public shall also have access to the Canopy Walk at the viewing platform connection point. Nothing in this Agreement shall grant the public any right of access to the Canopy Walk except at these two specifically designated points and the emergency access point, and Ambiente shall not be obligated to provide or permit any additional public access

points to the Canopy Walk. Ambiente may establish controlled access points connecting the Canopy Walk to its facilities, at its discretion.

- 4.2. **Use Rules.** Public use of the Creek Walk shall be subject to reasonable rules and regulations consistent with those applicable to other City shared-use paths and parks and shall generally be open to the public daily between the hours 6:00 a.m. and 10:00 p.m.
5. **Alignment Relocation.** Ambiente retains the right to make reasonable alignment adjustments to the Canopy Walk post-construction at Ambiente's expense, provided ingress and egress points remain unchanged, at least one emergency access point other than the ingress and egress points remain in existence, the minimum width of 10' is maintained, and the adjusted alignment continues to meet applicable City codes and regulations, namely the City's Land Development Code in effect as of the date of the propose adjustment.
6. **City Financial Participation.** The City shall participate financially in the Canopy Walk by reimbursing Ambiente the amount of One Hundred Forty Thousand Dollars (\$140,000.00) (the "City Contribution") for eligible costs incurred by Ambiente directly in connection with the design, construction, and installation of the Canopy Walk. Reimbursement shall be made by the City to Ambiente within thirty (30) calendar days following the opening of the Canopy Walk to the public and the City's receipt of reasonable documentation evidencing such expenditures from Ambiente.
7. **Preservation of Oak Creek.**
 - 7.1. **Limitation on Public Access.** In recognition of the sensitivity of Oak Creek's riparian environment and the mutual interest in preserving its ecological integrity, the City expressly agrees and covenants that the City will not pursue or finance additional public access on the Property or public access on US Forest Service Property within one thousand (1,000) feet of Ambiente's property boundary along Oak Creek ("Oak Creek Protection Area") except as follows: (i) the elevated Canopy Walk Structure as designed and constructed pursuant to this Agreement, and (ii) Canopy Walk connections for the Creek Walk (as generally depicted in **Exhibit C**) and/or to Huckaby trail that are clearly defined and fenced as allowed by the US Forest Service.
 - 7.2. **Obligations Regarding Oak Creek Protection Area.** The City shall not, at any time during the term of this Agreement, plan, permit, encourage, or facilitate public access within the Oak Creek Protection Area, other than via the Canopy Walk, or Canopy Walk connections to the Creek Walk and/or Huckaby Trail that are clearly defined and fenced as allowed by the US Forest Service. If the City constructs the Creek Walk, the City shall take reasonable and appropriate steps to enforce these

restrictions, including, as applicable, installation of signage, fencing, and other measures designed to clearly define, limit, and enforce permissible public access routes and uses consistent with this Agreement.

8. **Lot Line Adjustment.** The City agrees to process Ambiente's requested lot line adjustments to allow the planned 36 lodging units to be situated as shown on **Exhibit B**, subject to the procedures and requirements of the Sedona Land Development Code. The City agrees that Sedona Land Development 8.5(C)(4)(g), which requires lots to be combined to have the same zoning designation, does not apply to Ambiente's requested lot line adjustments. The lots, as adjusted, shall retain their existing zoning designations of CO (commercial) west of Oak Creek and RS-35 (Single Family Residential) east of Oak Creek, as the case may be. Nothing in this Agreement shall preclude Ambiente from submitting a future application for a subdivision plat.
9. **Art Barn Road.** The City agrees not to require Ambiente to convert Art Barn Road to a 1-way road and that it will be permitted to remain a 2-way road. Ambiente agrees to connect its interior circulation system to Art Barn Road, in a location to be determined by Ambiente, so that traffic from neighboring parcels can exit at the Owenby Way roundabout. See **Exhibit B** for the current conceptual alignment.
10. **Roadway Easement Abandonment.** Upon or prior to the issuance of building permits by the City for the hotel, spa, and/or restaurant, the City hereby agrees to formally abandon, relinquish, and vacate its interest in that certain portion of those certain roadway easements, as legally described in the form of Declaration of Partial Abandonment of Easements attached hereto as **Exhibit D**.
11. **Sewer Line Relocation.**
 - 11.1. The parties agree that Ambiente may, at its sole cost and expense, relocate one or more portions of the existing public sewer line on the Property by constructing a new alignment and abandoning the existing line in place. Any such relocation shall be subject to the prior review and reasonable approval of the City Engineer and Wastewater Department.
 - 11.2. Upon completion of the relocation, Ambiente shall convey to the City all necessary and appropriate easements for the operation, maintenance, and access to the relocated public sewer line on the Property, in a form acceptable to the City. Each such easement shall expressly provide that Ambiente reserves the right to reasonably relocate the easement area in the future subject to the prior review and reasonable approval of the City Engineer and Wastewater Department. Ambiente shall bear all costs associated with relocating any portion of the public sewer line located within the easement.

- 11.3. Upon finalization and City approval of the Ambiente project development plans, and successful relocation of the existing sewer lines and conveyance of all required easements, the City agrees to abandon or quitclaim any existing sewer line easements affecting the Property that are no longer in use, including, without limitation, any unrecorded easements on file with the office of the City Clerk.
12. **Regulation of Development.** The existing City Code, rules, regulations, policies, development standards, general engineering standards, and other development guidelines will apply to the development of the Property (collectively, the "Rules") for a period of 2 years from the Effective Date.
13. **Anti-Moratorium.** The Parties hereby acknowledge and agree that the development of the Property will be phased and that, for the term of this Agreement, no moratorium shall be imposed except as permitted by A.R.S. § 9-463.06 in effect on the Effective Date.
14. **2-Year Development Impact Fee Freeze.** The City agrees that, for a period of twenty-four (24) months commencing on the date of issuance of the first building permit for the Property, the development impact fees applicable to the Property shall not be increased. During this period, any building permit issued for the Property shall be subject to the development impact fee schedule in effect as of the date of issuance of the first building permit. This fee freeze shall not apply to any modifications to the Project that change the land use in a manner that would result in higher impact fees.
15. **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated in accordance with the provisions set forth herein (the "Term"). The Term may be extended by mutual written agreement of all Parties, which agreement shall specify the period of extension and any applicable terms. The public access easement shall survive the Term of this Agreement and expire ninety-nine (99) years from the Effective Date.
16. **Termination. This Agreement may be terminated prior to the expiration of the Term as follows:**
- 16.1. **By Mutual Agreement.** The Agreement may be terminated at any time by mutual written consent of all Parties.
- 16.2. **For Default or Material Breach.** Any Party may terminate this Agreement upon a material breach by another Party, provided that the terminating Party gives written notice describing the breach in reasonable detail and the breaching Party fails to cure such breach within thirty (30) days after receipt of such notice, or such longer period as may be reasonably necessary so long as diligent efforts to cure are commenced within the initial thirty (30) day period and thereafter pursued to completion.

16.3. **By Failure of Condition Subsequent.** The Parties expressly agree that this Agreement is subject to the following conditions subsequent:

16.3.1. Ambiente's successful closing on the purchase of the Property on or before September 29, 2025; and

16.3.2. Ambiente's successful obtainment of governmental Approvals on or before December 31, 2025, satisfactory to Ambiente in its sole discretion to permit it to build and operate the Project.

If the condition subsequent in 16.3.1 fails to occur, then any Party may terminate this Agreement by providing written notice to the other Parties on or before December 31, 2025. Likewise, if the condition subsequent in 16.3.2 fails to occur, then Ambiente or the City may terminate this Agreement by providing written notice to the other parties on or before January 31, 2026. Upon such termination, all rights and obligations of the Parties under this Agreement shall be null and void, and any Approvals previously granted in connection herewith, including, without limitation, any governmental approvals, entitlements, or easement abandonments, may be revoked without penalty, cost, or liability to any Party for the revocation.

17. **Automatic Termination for Inactivity.** Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate and be of no further force or effect if neither (a) a building permit has been issued for any portion of the Project, nor (b) physical construction of the Project has commenced, within two (2) years after the Effective Date. Such termination shall occur automatically and without further action required by any Party. Upon request of any Party, the other Parties shall cooperate in executing and recording any document reasonably necessary to evidence the termination of this Agreement and the release of any related encumbrances.

18. **Covenants of the City.**

18.1. **No Further Legislative Action.** The City agrees that no further legislative action by the City shall be required for Ambiente and/or its successors and assigns to develop the Property in accordance with Ambiente's most recently submitted plans and this Agreement.

18.2. **Plan Review for Project.** The City shall review the Project application and plans in accordance with the established time frames for review of building permits. Approval of such plans shall be granted or withheld on the basis of the most current standards and requirements.

- 18.3. **No Other Dedications or Exactions.** Except as expressly set forth herein or in Sedona City Code or Land Development Code (including Development Impact Fees, Wastewater Capacity Fee, Building Permit and Inspection Fees) (or on final Application documents), the City shall not require any other dedications or exactions in connection with the development of the Project. Without limiting the generality of the foregoing, the City shall not include the Project in any special improvement district or community facilities district, or similar special taxing district without Ambiente's consent.

19. Representations and Warranties.

19.1. By the City.

- 19.1.1. The City's execution and delivery of this Agreement have been duly authorized by the Sedona City Council and agreed to in compliance with the requirements of the Sedona City Code.
- 19.1.2. All City consents necessary to the execution and delivery of this Agreement by the City have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- 19.1.3. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to evidence and implement this Agreement.
- 19.1.4. The execution and delivery of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the City is a party or is otherwise subject.
- 19.1.5. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

19.2. By Ambiente.

- 19.2.1. Ambiente has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Ambiente has been duly authorized and agreed to in compliance with the organizational documents of Ambiente .
- 19.2.2. All consents necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

- 19.2.3. Ambiente will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- 19.2.4. As of the Effective Date, Ambiente knows of no litigation, proceeding or investigation pending or threatened against or affecting Ambiente, which could have a material adverse effect on Ambiente's performance under this Agreement that has not been disclosed in writing to the City.
- 19.2.5. This Agreement (and each undertaking of Ambiente contained herein) constitutes a valid, binding and enforceable obligation of Ambiente, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Ambiente will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provision of this Agreement or the authority of Ambiente or the City to enter into or perform any provision under this Agreement and shall indemnify the City against any cost, expense, liability or judgment (including attorney's fees, court costs and expert witnesses) incurred by the City in connection with any such litigation or proceeding. The severability and reformation provisions of this Agreement shall apply in the event of any successful challenge to this Agreement.
- 19.2.6. The execution, delivery and performance of this Agreement by Ambiente is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Ambiente is a party or to which Ambiente is otherwise subject.
- 19.2.7. Ambiente has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.
- 19.2.8. Ambiente has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

20. Default and Remedies.

- 20.1. **Events of Default by Ambiente.** Default or an Event of Default by Ambiente under this Agreement shall mean one or more of the following:
- 20.1.1. Any representation or warranty made in this Agreement by Ambiente was materially inaccurate when made or shall prove to be materially inaccurate during the Term of this Agreement;

- 20.1.2. Ambiente fails to observe or perform any material covenant, obligation or agreement required of it under this Agreement.
- 20.2. **Events of Default by the City.** Default or an Event of Default by the City under this Agreement shall mean one or more of the following:
- 20.2.1. Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate during the Term;
- 20.2.2. The City fails to observe or perform any material covenant, obligation or agreement required of it under this Agreement.
- 20.3. **Grace Periods; Notice and Cure.** Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) calendar days (or twenty (20) calendar days in the event of a monetary default) after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within thirty (30) calendar days shall be commenced within such period and diligently pursued to completion.
- 20.4. **Remedies on Default.** Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 20.3 of this Agreement, the non-defaulting Party has all remedies available at law or equity.
- 20.5. **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the non-defaulting Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.
- 20.6. **Force Majure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, fire, communication line failures, power failures, or earthquakes.
- 20.7. **Rights and Remedies Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall

not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

21. Cooperation and Alternative Dispute Resolution.

- 21.1. **Representatives.** To further the cooperation of the Parties in implementing this Agreement, the City and Ambiente each shall designate and appoint a representative to act as a liaison between the City and its various departments and Ambiente. The initial representative for the City shall be its Director of Community Development as designated by the City Manager from time to time (the "City Representative") and the initial representative for Ambiente shall be its Project Manager, as identified by Ambiente from time to time (the "Ambiente Representative"). The City and the Ambiente Representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Canopy Walk.
- 21.2. **Impasse.** If at any time Ambiente believes an impasse has been reached with the City staff on any issue affecting the Canopy Walk which is not an Event of Default, Ambiente shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section 21.2. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give Ambiente a final administrative decision within seven (7) business days after Ambiente's request for an expedited decision. Both the City and Ambiente agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.
- 21.3. **Status Statements.** Any Party (the "Requesting Party") may, at any time, and from time to time, deliver written notice to any other Party requesting such other Party (the "Providing Party") to provide in writing that, to the knowledge of the Providing Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the Requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A Providing Party receiving a request hereunder shall execute and return such Status Statement within fifteen (15) calendar days following the receipt thereof. The City acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. The City shall have no liability for monetary damages to Ambiente, or any transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

21.4. **Development Rights.** Except as otherwise permitted pursuant to Arizona Revised Statutes Section 9-462.01(E), the City agrees that, without limiting any other deemed or vested development rights, for a period of two (2) years from the effective date of this Agreement, Ambiente and its successors and assigns shall have vested rights to develop and use the Property in accordance with the Approvals and shall be deemed to have the right to develop the Property in accordance with the Project application, subject to required administrative Approvals (the “Development Period”). If the Ambiente obtains a time extension for the approved application from the City pursuant to Section 8.3(H) of the Sedona Land Development Code, the Development Period shall be automatically extended consistent with the terms of the time extension.

22. **Miscellaneous.**

22.1. **Termination for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

22.2. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by certified mail and email to the Parties at the following addresses or at such other addresses as the Parties may designate in writing:

If to Ambiente:

Dutchman’s Cove, LLC
c/o Michael Stevenson
900 W State Rte 89A
Sedona, AZ 86336
safarimjs@gmail.com

With a copy to:

Boyle, Pecharich, Cline, Whittington & Stallings, PLLC
c/o Stephen W. Polk, Esq.
125 N. Granite St
Prescott, AZ 86301
spolk@bpcws.com

If to City:

City of Sedona

c/o Anette Spickard, City Manager
102 Roadrunner Dr #106
Sedona, AZ 86336
ASpickard@sedonaaz.gov

With a copy to:

City of Sedona
c/o Kurt Christianson, City Attorney
102 Roadrunner Dr #106
Sedona, AZ 86336
KChristianson@sedonaaz.gov

- 22.3. **Time of Essence.** Time is of the essence of this Agreement and each of its provisions
- 22.4. **Entire Agreement.** This Agreement, including exhibits, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- 22.5. **Headings.** The descriptive headings of the Paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 22.6. **Amendment.** No change or addition is to be made to this Agreement except by written amendment executed by the City and Ambiente. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Coconino County, Arizona.
- 22.7. **Good Faith of Parties.** Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.
- 22.8. **Survival.** In addition to the other provisions identified in this Agreement as surviving the termination of this Agreement, the indemnifications provisions of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.
- 22.9. **Nonliability of City Officials.** No City Council member, official, representative, agent, attorney or employee of the City shall be personally liable to Ambiente, or to any successor in interest to Ambiente, in the event of any Default or breach by

the City or for any amount which may become due to Ambiente or its successors, or with respect to any obligation of the City under the terms of this Agreement.

- 22.10. **Construction.** The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each Party hereby waives the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.
- 22.11. **Limited Severability.** In the event that any provision of this Agreement is declared invalid, illegal, void or unenforceable (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Should a court of competent jurisdiction or any administrative agency with oversight authority determine that any part of this Agreement is contrary to established Federal, State and City laws applicable to the respective responsibilities of the Parties as described herein, this Agreement, and any part thereto that is in conflict with said laws, shall be modified upon mutual agreement of the Parties in order to bring the Agreement into full legal compliance.
- 22.12. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 22.13. **Covenants Running With Land; Inurement; Assignment.** The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns. Ambiente may assign all of its rights, obligations and benefits under this Agreement to another party pursuant to written agreement with assignee; provided that Ambiente shall provide the City written notice of such assignment.
- 22.14. **No Third-Party Beneficiaries.** Nothing in this Agreement creates rights in favor of any third parties.

- 22.15. **Exhibits and Recitals.** Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.
- 22.16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- 22.17. **Further Acts.** Each of the Parties shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the intent and purposes of this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations under this Agreement at any time.
- 22.18. **Recordation.** Within ten (10) days after execution, the City shall record this Agreement in the Official Records of Coconino County, Arizona.
- 22.19. **Consents and Approvals.** Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.
- 22.20. **No Agency Created.** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Ambiente. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.
- 22.21. **Recreational Use Immunity.** The Parties acknowledge and agree that the Canopy Walk is being established and maintained for the purpose of providing recreational use to the public. Accordingly, the Parties intend that the protections afforded under A.R.S. § 33-1551 shall apply to the fullest extent permitted by law. Nothing in this Agreement shall be construed to limit or waive any statutory immunity or defense available to either Party under A.R.S. § 33-1551 or otherwise, including but not limited to immunity from liability to recreational users or educational users, except upon a showing of willful, malicious, or grossly negligent conduct that is a direct cause of injury, as specified in the statute. Furthermore, the Parties expressly state that the Canopy Walk is not intended for use as a transportation corridor or for commuting purposes. Its function is to provide a recreational experience. This

clarification is made to ensure that the recreational use immunity under A.R.S. § 33-1551 is preserved.

- 22.22. **Indemnification.** To the fullest extent permitted by law, Ambiente will indemnify, defend and hold harmless the 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 Ambiente, its officers, employees, agents or any tier of Ambiente’s contractors or subcontractors in connection with the design, construction, maintenance, and operation of the Canopy Walk.

To the fullest extent permitted by law, the City will indemnify, defend and hold harmless Ambiente, and each of its officers, directors, members, managers, employees, or agents (collectively, Ambiente 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 the City, its officers, employees, agents, or any tier of the City’s contractors or subcontractors in connection with the design, construction, maintenance, and operation of the Creek Walk.

- 22.23. **Attorney’s Fees; Jury Trial Waiver.** The Parties hereto expressly covenant and agree that in the event of litigation arising from this Lease, neither party shall be entitled to an award of attorney fees, either pursuant to contract, State or Federal statute, court rule, case law, or common law. The parties agree that any judicial action brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Coconino County, 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.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY:

The City of Sedona, an Arizona municipal corporation

By: _____

Name: Scott Jablow

Title: Mayor

Attest:

Name: JoAnne Cook

Title: City Clerk

Approved as to form:

Name: Kurt Christianson

Title: City Attorney

AMBIENTE:

Dutchman's Cove LLC, an Arizona limited liability company

By: _____

Name: Jennifer May

Title: Manager

STATE OF ARIZONA)

County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Jennifer May, the Manager of Dutchman's Cove LLC, an Arizona limited liability company dba Ambiente Creekside.

Notary Public

My Commission Expires: _____

SCHEDULE OF EXHIBITS

Exhibit A – Legal Description of the Property

Exhibit B – Project Conceptual Plan

Exhibit C – Creek Walk Map

Exhibit D – Declaration of Partial Abandonment of Easements

DRAFT

Exhibit A
Legal Description of the Property

EXHIBIT A LEGAL DESCRIPTION

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

Parcel No. 1 (401-08-002A)

A parcel of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter, of said Section 8;

thence South 00° 58' 45" East, a distance of 333.55 feet to the Southeast corner of said Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence South 89° 20' 42" West, a distance of 325.38 feet to the Southwest corner of said Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence South 00° 50' 56" East, a distance of 665.72 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of the Northwest quarter, of said Section 8;

thence continuing South 00° 50' 56" East, a distance of 104.48 feet to the Northeast corner of the parcel of land described in Docket 1375, page 865;

thence South 89° 34' 57" West, a distance of 290.20 feet to the Northwest corner of last said parcel;

thence North 33° 47' 57" East, a distance of 53.80 feet to the most Easterly corner of the parcel of land described in Docket 1563, page 391;

thence North 63° 11' 53" West, a distance of 108.86 feet to the most Southerly corner of the parcel of land described in Docket 683, page 559;

thence North 24° 52' 13" East, a distance of 305.80 feet to the most Easterly corner of last said parcel;

thence North 51° 22' 47" West, a distance of 204.59 feet to the most Northerly corner of last said parcel and a point on the Southeasterly right-of-way of U.S. Highway 89-A;

thence along said right-of-way of the following courses and distances:

thence along the arc of a curve in a Northeasterly direction, said curve being concave to the Northwest, having a radius of 640.00 feet, arc length of 95.92 feet, central angle of 08° 35' 15", a chord bearing of North 36° 21' 51" East, to Highway Sta. 95+00, 40.00 feet right;

thence South 56° 06' 16" East, along a non-tangent line, a distance of 40.00 feet to Highway Sta. 95+00, 80.00 feet right;

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ALTA Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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EXHIBIT A (Continued)

thence along the arc of a non-tangent curve in a Northeasterly direction, said curve being concave to the Northwest, having a radius of 680.00 feet, arc length of 4.81 feet, central angle of 00° 24' 18", a chord bearing of North 33° 41' 35" East, to C.S. Sta. 95+04.24, 80.00 feet right;

thence along an offset line, 80.00 feet from the centerline spiral said offset line having a chord bearing of North 29° 23' 20" East, a distance of 139.55 feet to S.T. Sta. 96+35.14 BK and Sta. 96+34.79 AHD., 80.00 feet right;

thence North 27° 14' 26" East, a distance of 165.21 feet to Sta. 98+00, 80.00 feet right; .

thence North 62° 45' 34" West, a distance of 14.00 feet to Sta. 98+00, 66.00 feet right; .

thence North 27° 14' 26" East, a distance of 112.46 feet to the Southwest corner of the parcel of land described in Docket 1601, page 70;

thence leaving said right-of-way, South 62° 45' 34" East, a distance of 35.00 feet to the Southeast corner of last said parcel;

thence North 27° 14' 26" East, a distance of 50.00 feet to the Northeast corner of last said parcel;

thence North 62° 45' 34" West, a distance of 35.00 feet to the Northwest corner of last said parcel and to said Southeasterly right-of-way;

thence North 27° 14' 26" East, along said right-of-way, a distance of 87.36 feet to Sta. 100+50, 66.00 feet right;

thence North 62° 45' 34" West, along said right-of-way, a distance of 33.00 feet to Sta. 100+50, 33 feet right;

thence North 27° 14' 26" East, along said right-of-way, a distance of 41.18 feet to the North line of the Southeast quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence North 89° 13' 22" East, a distance of 366.08 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2 (401-08-006A)

A Tract of land in the Northeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, BEGINNING at Corner No.1 which is a point on the East right of way line of 89A that lies North 30° 53' 52" East, 1236.88 feet (which point is the PC on the centerline of 89A at Station 1146 +38.6);

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EXHIBIT A
(Continued)

Thence North 51° 7' East, 785 feet;

Thence South 38° 43' East, 40 feet from the West ½ corner of Section 8;

Thence North 51° 17' East, 180.6 feet to Corner No. 2 which is a concrete highway marker at Station 1156+04.2 which is part of curvature;

Thence North 48° 22' East, a cord distance of 168.5 feet on a spiraled curve to the left to Corner No. 3;

Thence South 51° 43' East, 203.65 feet to Corner No. 4;

Thence South 24° 32' West, 305.80 feet to Corner No. 5;

Thence North 63° 28' West, 290.50 feet to Corner No. 6;

Thence North 38° 43' West, 63.70 feet to the POINT OF BEGINNING;

EXCEPTING therefrom that portion conveyed to the City of Sedona in Document No. 3872373, records of Coconino County, Arizona described as follows:

That portion of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at Bureau of Land Management brass cap in a hand hole marking the West quarter corner of said Section 8, from which a brass cap in asphalt 2 inches below grade marking the Northwest corner of said Section 8 bears North 0°28'11" West a distance of 2629.66 feet;

Thence North 40°49'53" East, a distance of 2018.63 feet to the Southeasterly right of way of SR89A and to the POINT OF BEGINNING, said point being North 51°22'11" East, a distance of 324.72 feet from a found nail in concrete with a tag marked "LS 29263" marking the Northwesterly corner of Parcel 2 as described in Document No. 3596392, records of Coconino County, Arizona;

Thence along said Southeasterly right of way, North 51°22'11" East, a distance of 146.29 feet to the point of curvature of a spiral curve;

Thence along the right of way, along said spiral curve whose chord bears North 51°17'33" East, a distance of 25.34 feet;

Thence leaving said right of way south 11°35'06" West, a distance of 74.80 feet to a point on a non-tangent curve to the right having a radius of 65.00 feet, a central angle of 77°33'52" and a chord that bears South 59°39'36" West 81.43 feet;

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EXHIBIT A
(Continued)

Thence along the arc of said curve a distance of 87.99 feet;

Thence North 81° 33' 28" west, a distance of 49.29 feet to the southeasterly right of way of SR89A and to the POINT OF BEGINNING.

Parcel No. 3 (401-09-001A)

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, describes as follows:

COMMENCING at the West quarter corner of said Section 8; thence along the West line of said Section 8, North 0°33'30" East, 999.8 feet; thence South 89°27' East, 1426 feet to the POINT OF BEGINNING for the herein described Tract, being also the POINT OF BEGINNING for Parcel 1 of Cove Enterprises, Inc. property;

thence along the Westerly and Northerly lines of said Parcel 1, North 28°00' East, 113.0 feet;

thence North 62°00' East, 107.0 feet;

thence North 34°13' East, 100.0 feet;

thence East 280.0 feet to the East line of the West half of the East half of said Northwest quarter of Section 8;

thence Southwesterly in a straight line to a point that bears South 64°00' East, 370 feet from the POINT OF BEGINNING;

thence North 64°00' West, 370 feet to the POINT OF BEGINNING.

Parcel No. 4 (401-09-001B)

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 8, then along the West line of said Section 8, North 0°33'30" East, 999.8 feet;

thence South 89°27' East, 1465 feet to the POINT OF BEGINNING for the description of Parcel 1 of Cove Enterprises, Inc. property;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT A
(Continued)

thence South 64°00' East, 175 feet;

thence South 26°00' West, 125 feet;

thence North 64°00' West, 175 feet to the westerly line of said Cove Enterprises Inc. property;

thence along said property line, North 26°00' East, 125 feet to the POINT OF BEGINNING.

Parcel No. 5 (401-09-001C)

A tract of land in the Southeast quarter of the Northwest quarter Section 8, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8; thence North 0°33'30" East, 999.8 feet along the West line of said Section 8; thence South 89°27' East, 1465 feet to the POINT OF BEGINNING.

thence North 38°00' East, 113.0 feet;

thence North 62°00' East, 107.0 feet;

thence North 34°13' East, 100.0 feet;

thence East, 280.0 feet to the East line of the West half of the East half of the Northwest quarter of Section 8;

thence South, 560 feet more or less along said East line to the Southeast corner of the Southeast quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 8;

thence West 330.0 feet more or less to the Southeast corner of the Southeast quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of said Section 8;

thence South 108 feet;

thence West 257.9 feet;

thence North 264.0 feet;

thence North 26°00' East, 200.0 feet to the POINT OF BEGINNING;

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ALTA Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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EXHIBIT A
(Continued)

EXCEPTING THEREFROM the following described parcels:

Parcel A

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8; thence North 0°33'30" East, 999.8 feet along the West line of said Section 8;
thence South 89°27' East, 1465 feet;
thence South 26°00' West, 200 feet;
thence South 115 feet to the POINT OF BEGINNING;
thence South 149 feet;
thence East 60 feet;
thence North 119 feet;
thence North 62°00' West, 67.1 feet to the POINT OF BEGINNING.

Parcel B

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 8, then along the West line of said Section 8, North 0°33'30" East, 999.8 feet;
thence South 89°27' East, 1465 feet to the POINT OF BEGINNING for the description of Parcel 1 of Cove Enterprises, Inc. property;
thence South 64°00' East, 175 feet;
thence South 26°00' West, 125 feet;
thence North 64°00' West, 175 feet to the westerly line of said Cove Enterprises Inc. property;
thence along said property line, North 26°00' East, 125 feet to the POINT OF BEGINNING.

Parcel C

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, describes as follows:

COMMENCING at the West quarter corner of said Section 8; thence along the West line of said Section 8, North 0°33'30" East, 999.8 feet; thence South 89°27' East, 1426 feet to the POINT OF BEGINNING for the herein described Tract, being also the POINT OF BEGINNING for Parcel 1 of Cove Enterprises, Inc. property;
thence along the Westerly and Northerly lines of said Parcel 1, North 28°00' East, 113.0 feet;
thence North 62°00' East, 107.0 feet;
thence North 34°13' East, 100.0 feet;
thence East 280.0 feet to the East line of the West half of the East half of said Northwest quarter of Section 8;
thence Southwesterly in a straight line to a point that bears South 64°00' East, 370 feet from the POINT OF BEGINNING;
thence North 64°00' West, 370 feet to the POINT OF BEGINNING.

Parcel No. 6 (401-13-059)

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ALTA Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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EXHIBIT A
(Continued)

A tract of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Highway 89A, a distance of North 1323.79 feet and East 1067.93 feet from the West quarter corner of said Section 8, said Point of Beginning is also distant along said highway line, North 51° 17' 00" East, a distance of 119.01 feet from the most Northerly corner of the H.H. Neninger property as described in Book 41 of Official Records, pages 576-577;

thence along the Northeasterly Line of Sedona Art Center property, South 51° 41' 00" East, (Record South 63° 07' 13" East) a distance of 143.5 feet and South 53° 18' 00" East, (Record South 54° 44' 13" East), a distance of 64.37 feet;

thence leaving said Art Center property South 62° 09' 00" East, a distance of 289.2 feet to the Northwesterly line of the Arizona Water Company property;

thence along said Northwesterly line, North 37° 03' 00" East (Record North 38° 00' 00" East), a distance of 20 feet, and North 61° 13' 00" East, (Record North 62° 00' 00" East), a distance of 107 feet and North 33° 26' 00" East (Record North 34° 13' 00" East), a distance of 100 feet;

thence leaving said Arizona Water Company property North 33° 26' 00" East, a distance of 53.2 feet;

thence North 63° 28' 00" West, along a Southerly prolongation of, and along the Westerly boundary of that parcel described in Book 50 of Official Records, page 291, a distance of 398.9 feet to the most Easterly corner of the Vue Motel property;

thence along the Vue Motel boundary line, South 30° 36' 00" West, a distance of 139.97 feet;

thence North 38° 43' 00" West, a distance of 20 feet;

thence South 31° 37' 00" West, a distance of 90.7 feet;

thence North 61° 53' 00" West, a distance of 135.0 feet to a point on the Southeasterly line of Highway 89A;

thence along said Highway, South 51° 17' 00" West, a distance of 21.35 feet to the POINT OF BEGINNING.

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ALTA Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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Exhibit B

Conceptual Plan

PROJECT INFORMATION:

ADDRESS: 520 N. State Route 89A
Sedona, Arizona 86336
APN: 401-08-006A
OWNER: Dutchmans' Cove LLC
ZONING: CO / RS-18

SITE AREA:

OVERALL PROJECT SITE AREA:	842,448 S.F. (19.34 ACRES)
PARCEL SITE AREA:	
PARCEL 1:	134,942 S.F. (3.10 ACRES)
PARCEL 2:	44,281 S.F. (1.02 ACRES)
PARCEL 3:	39,627 S.F. (0.91 ACRES)
PARCEL 4:	449,356 S.F. (10.32 ACRES)
PARCEL 5:	121,047 S.F. (2.78 ACRES)
PARCEL 6:	53,195 S.F. (1.22 ACRES)

BUILDING AREA CALCULATIONS:

TOTAL BUILDING AREA:	77,315 S.F.
INDIVIDUAL BUILDING AREA:	
SITE ELEMENT:	AREA:
ATRIUMS (LODGING):	29,952 S.F.
STANDARD: 816 S.F. X 33 UNITS =	26,928 S.F.
PREMIUM: 1008 S.F. X 3 UNITS =	3,024 S.F.
ARRIVAL BUILDING:	9,900 S.F.
ADMINISTRATION:	6,525 S.F.
MANAGER QUARTERS (2 UNITS):	3,375 S.F.
RESTAURANT / GROTTO / ORANGERIE:	15,439 S.F.
RESTAURANT / KITCHEN:	8,157 S.F.
ROOF TERRACE/SOLARIUM:	3,400 S.F.
FITNESS CENTER (GROTTO LEVEL):	1,732 S.F.
GROTTO:	2,150 S.F.
HEALTH SPA:	14,100 S.F.
MAINTENANCE BUILDING (PARTIAL 2-STORY):	10,424 S.F.
(INCLUDES 4 UNITS OF STAFF HOUSING)	

LODGING UNIT DENSITY:

MAX LODGING UNITS PER PARCEL:	6
LODGING UNITS PROVIDED:	
PARCEL 1:	6-ATRIUMS
PARCEL 2:	6-ATRIUMS
PARCEL 3:	6-ATRIUMS
PARCEL 4:	6-ATRIUMS
PARCEL 5:	6-ATRIUMS
PARCEL 6:	6-ATRIUMS
TOTAL LODGING AREA:	29,952 S.F.

BUILDING LOT COVERAGE:

MAX PERMITTED LOT COVERAGE:	60% IMPERVIOUS / 80% TOTAL
LOT COVERAGE PER PARCEL:	
PARCEL 1:	12.4% BUILDING
PARCEL 2:	7.6% BUILDING
PARCEL 3:	8.9% BUILDING
PARCEL 4:	3.6% BUILDING
PARCEL 5:	8.4% BUILDING
PARCEL 6:	4.9% BUILDING

BUILDING HEIGHT:

MAX PERMITTED HEIGHT:	27' ABOVE NATURAL GRADE WITH ALT. STANDARDS 40' TOTAL AT LOWEST ADJACENT BUILDING EXTERIOR
MAX PROPOSED BUILDING HEIGHTS (SEE HEIGHT TABLES ON BUILDING SHEETS):	
SPA BUILDING:	27' TO RIDGE
ATRIUM (1-STORY):	19' MAX (FIN. FL. 5' ABOVE NATURAL GRADE)
RESTAURANT BUILDING:	27' (DOES NOT INCLUDE SKYLIGHT)
ARRIVAL BUILDING:	27' TO RIDGE
ADMINISTRATION:	27' TO RIDGE
MAINTENANCE:	27' TO RIDGE

PARKING:

REQUIRED PARKING:	142 SPACES
PROVIDED PARKING:	256 SPACES (ADA PARKING PROVIDED BY VALET)
REQUIRED PARKING PER USE:	
ATRIUMS (LODGING):	1 SPACES PER UNIT + 10% = 40 SPACES
HEALTH SPA (50/50):	24 SPACES (1 SPACE PER 300 S.F.)
RESTAURANT (50/50):	26 SPACES (1 SPACE PER 100 S.F.)
OUTDOOR SEATING (50/50):	8 SPACES (1 SPACE PER 100 S.F.)
BAR/LOUNGE (50/50):	4 SPACES (1 SPACE PER 250 S.F.)
STAFF PARKING:	40 SPACES

Detailed Site Plan - Southwest

Detailed Site Plan - North

Detailed Site Plan - Southeast

VIEWING PLATFORM
(FUTURE PUBLIC
INGRESS/ EGRESS)

PUBLIC CANOPY WALK
ACCESS @ QUINCY
WAY ROUNDABOUT

PRIVATE CANOPY WALK (NO PUBLIC
RIGHT OF ACCESS)

FLOODWAY LINE

CITY OF SEDONA
BOUNDARY

NATIONAL FOREST
BOUNDARY

MORMON
WASH

SHEET INDEX:

SITE	HEALTH SPA
1 SITE PLAN - 1:60 / PROJECT INFORMATION	15 FLOOR PLANS / ROOF PLAN
2 SITE PLAN - 1:40	16 ELEVATION / SECTION / HEIGHT PLAN
3 SITE PLAN - DETAILED - NORTH - 1:20	
4 SITE PLAN - DETAILED - SOUTHWEST - 1:20	MAINTENANCE BUILDING / STAFF HOUSING
5 SITE PLAN - DETAILED - SOUTHEAST - 1:20	17 FLOOR PLANS / ROOF PLAN
6 (NOT USED)	18 ELEVATION / SECTION / HEIGHT PLAN
7 PRE-EXISTING TOPOGRAPHIC PLAN	
	CIVIL ENGINEERING PLANS (BY OTHERS)
ATRIUMS (LODGING)	ALTA SURVEY
8 1 STY UNIT - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION	TOPOGRAPHIC SURVEY
9 1 STY UNIT ALTERNATE - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION	
ARRIVAL BUILDING	TREE SURVEY AND INVENTORY
10 FLOOR PLANS / ROOF PLAN	GRADING CONCEPT PLAN
11 ELEVATIONS / SECTIONS/ HEIGHT PLAN	UTILITY PLAN
	ADDITIONAL ARCHITECTURAL EXHIBITS (COLOR)
RESTAURANT/ BAR / GROTTO	CIRCULATION PLAN
12 1ST FLOOR PLAN / BASEMENT PLAN	COLOR ELEVATIONS / MATERIALS
13 2ND FLOOR PLAN / ROOF PLAN	ARCHITECTURAL DETAIL
14 ELEVATION / SECTION/ HEIGHT PLAN	EXISTING TREE LOCATION PLAN
	PHASING PLAN

VICINITY MAP

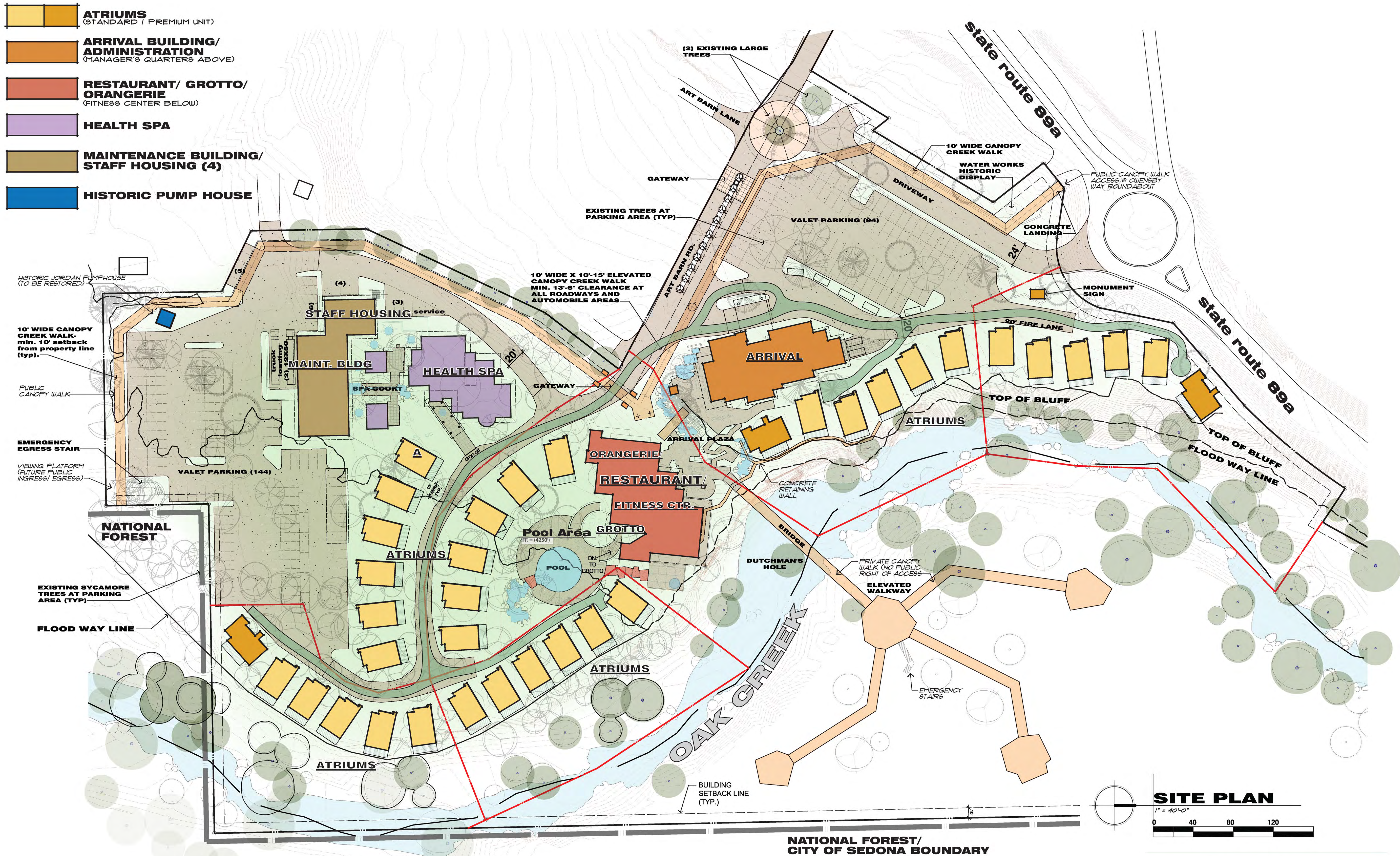
MASTER SITE PLAN

1" = 60'-0"

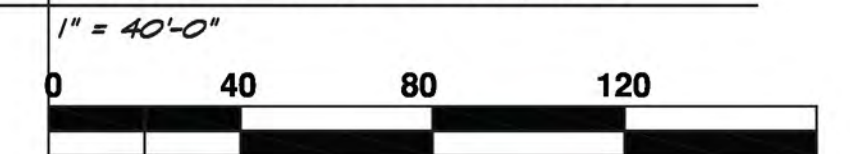
AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 5/15/2025

- ATRIUMS**
(STANDARD / PREMIUM UNIT)
- ARRIVAL BUILDING/
ADMINISTRATION**
(MANAGER'S QUARTERS ABOVE)
- RESTAURANT/ GROTTTO/
ORANGERIE**
(FITNESS CENTER BELOW)
- HEALTH SPA**
- MAINTENANCE BUILDING/
STAFF HOUSING (4)**
- HISTORIC PUMP HOUSE**



SITE PLAN



AMBIENTE CREEKSIDE

520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect, Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 5/15/2025

Exhibit C

Creek Walk Map

EXHIBIT C

Overall Creek Walk Plan

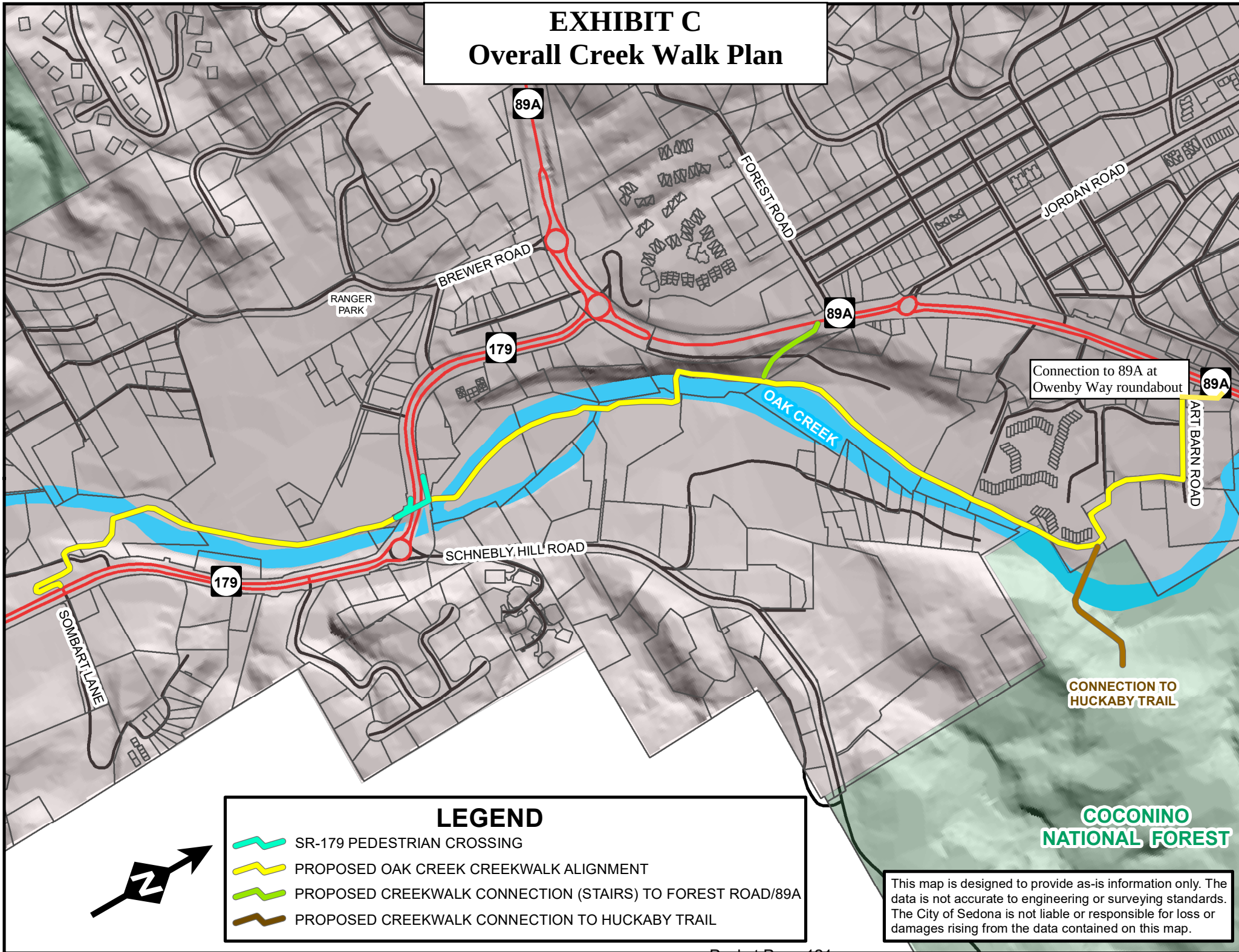


Exhibit D
Declaration of Partial Abandonment of
Easements

RECORDING REQUESTED BY

And when recorded, return to:

Stephen W. Polk, Esq.
Boyle, Pecharich, Cline,
Whittington & Stallings, P.L.L.C.

No Affidavit of Value required
Exempt under A.R.S. § 11-1134(A)(2)
Affecting APN 401-13-059

**DECLARATION OF PARTIAL ABANDONMENT OF
EASEMENTS**

BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, PLLC
125 NORTH GRANITE STREET, PRESCOTT, ARIZONA | PHONE: (928) 445-0122

DECLARATION OF PARTIAL ABANDONMENT OF EASEMENTS

This Declaration of Partial Abandonment of Easements is made and entered into by **The City of Sedona**, an Arizona municipal corporation, as Grantor, as of the date set forth below.

WHEREAS, the undersigned Grantor is a beneficial holder of those certain easements for sewer lines and ingress and egress purposes, as the case may be, granted, declared, set forth, and recorded at:

Docket 238, Page 206, as recorded July 15, 1965, in the Official Records of Coconino County; and

Docket 254, Page 742, as recorded June 29, 1966, in the Official Records of Coconino County; and

Docket 322, Page 465, as recorded on January 10, 1969, in the Official Records of Coconino County; and

Docket 2047, Page 690, as recorded December 5, 1997, in the Official Records of Coconino County; and

Docket 2108, Page 819, as recorded on November 4, 1998, in the Official Records of Coconino County (collectively, the “Easements”).

WHEREAS, Coconino County Assessor’s Parcel No. 401-13-059, as legally described in **Exhibit “A”**, is burdened by the Easements.

WHEREAS, Grantor desires to abandon only that portion of the Easements legally described in **Exhibit “B”** attached hereto (the “Abandoned Portion”), and to retain its easement rights and interests with respect to the remainder of the Easements not expressly abandoned herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor declares as follows:

1. **Abandonment of Portion of Easement.** Grantor hereby irrevocably abandons, terminates, and relinquishes all right, title, and interest in and to the Abandoned Portion of the Easements, as legally described in **Exhibit “B”** attached hereto and made a part hereof. The Abandoned Portion of the Easements is hereby forever extinguished, null, void, and of no further force or effect as of the date of execution of this Declaration of Partial Abandonment of Easements.

2. **Retention of Remainder.** Grantor expressly reserves, retains, and preserves all of its right, title, and interest in and to every other portion of the Easements not described as the Abandoned Portion.

3. **No Other Modification.** Except as expressly set forth in this Abandonment Portion, the Easements shall remain in full force and effect.

4. **Binding Effect.** This abandonment shall run with the land and be binding upon Grantor and its successors and assigns.

5. **Authority.** The undersigned acknowledge that they are the duly authorized representatives of the City and that they have full authority to execute and deliver this Declaration of Partial Abandonment of Easements on behalf of Grantor.

6. **Governing Law.** This Abandonment shall be governed by and construed in accordance with the laws of the State of Arizona.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Partial Abandonment of Easements to be executed as of the date written below.

DATED this _____ day of _____, 2025.

The City of Sedona, an Arizona municipal corporation

By: _____

Name: Scott Jablow

Title: Mayor

Attest:

Name: JoAnne Cook

Title: City Clerk

Approved as to form:

Name: Kurt Christianson

Title: Town Attorney

EXHIBIT A
LEGAL DESCRIPTION OF
BURDENED PARCEL APN 401-13-059

A tract of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Highway 89A, a distance of North 1323.79 feet and East 1067.93 feet from the West quarter corner of said Section 8, said Point of Beginning is also distant along said highway line, North 51° 17' 00" East, a distance of 119.01 feet from the most Northerly corner of the H.H. Neninger property as described in Book 41 of Official Records, pages 576-577;

thence along the Northeasterly Line of Sedona Art Center property, South 51° 41' 00" East, (Record South 63° 07' 13" East) a distance of 143.5 feet and South 53° 18' 00" East, (Record South 54° 44' 13" East), a distance of 64.37 feet;

thence leaving said Art Center property South 62° 09' 00" East, a distance of 289.2 feet to the Northwesterly line of the Arizona Water Company property;

thence along said Northwesterly line, North 37° 03' 00" East (Record North 38° 00' 00" East), a distance of 20 feet, and North 61° 13' 00" East, (Record North 62° 00' 00" East), a distance of 107 feet and North 33° 26' 00" East (Record North 34° 13' 00" East), a distance of 100 feet;

thence leaving said Arizona Water Company property North 33° 26' 00" East, a distance of 53.2 feet;

thence North 63° 28' 00" West, along a Southerly prolongation of, and along the Westerly boundary of that parcel described in Book 50 of Official Records, page 291, a distance of 398.9 feet to the most Easterly corner of the Vue Motel property;

thence along the Vue Motel boundary line, South 30° 36' 00" West, a distance of 139.97 feet;

thence North 38° 43' 00" West, a distance of 20 feet;

thence South 31° 37' 00" West, a distance of 90.7 feet;

thence North 61° 53' 00" West, a distance of 135.0 feet to a point on the Southeasterly line of Highway 89A;

thence along said Highway, South 51° 17' 00" West, a distance of 21.35 feet to the POINT OF BEGINNING.

EXHIBIT “B”
LEGAL DESCRIPTION OF
ABANDONED PORTION OF THE EASEMENTS

A portion of that certain Easement, of variable width, described as “EXHIBIT A” according to that Special Warranty Deed, recorded as Docket 238, Page 206, records of Coconino County, Arizona, and that certain Special Warranty Deed, recorded as Docket 254, page 742, records of said Coconino County, and that certain Joint Tenancy Deed, recorded as Docket 322, Page 465, records of said Coconino County, being a portion of that certain parcel of land, described as Parcel 2, according to that certain Trustees Deed, recorded as Document Number 3596392, Official Records of said Coconino County, being situated in a portion of the Northwest Quarter (NW1/4) of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Meridian, City of Sedona, Coconino County, Arizona, said parcel of land being known as Assessor’s Parcel Number (APN) 401-13-059, said Easement area being more particularly described as follows:

COMMENCING at a found Bureau of Land Management (B.L.M.) brass capped iron post in a handhole monumenting the West Quarter corner of said Section 8, from which a found aluminum cap stamped “SEC” monumenting the Northwest corner of said Section 8 bears North 00°22'50" West (a measured geodetic bearing and Basis of Bearings for this description), a distance of 2,629.21 feet;

Thence North 00°22'50" West (record North), along the West line of the Northwest Quarter (NW1/4) of said Section 8, a distance of 1,315.11 feet (record 1,323.79 feet), to a calculated point;

Thence North 89°37'10" East (record East), departing from said West line, a distance of 1,077.98 feet (record 1,067.93 feet), to a found concrete nail with brass tag stamped “RLS 42137” monumenting a point on the Southeasterly Right-of-Way line of State Route 89A, as depicted on the Right-of-Way plans for said State Route 89A, according to Arizona Department of Transportation (A.D.O.T.) Project Number 089A CN 375 F0154, Drawing Number D-3-T-714, dated November 17, 2023, being also the Southwesterly corner of said APN 401-13-059;

Thence South 61°54'39" East (record South 61°35'26" East), departing from said Southeasterly Right-of-Way line, along the Southwesterly line of said APN 401-13-059, a distance of 143.73 feet (record 143.77 feet), to a set concrete nail with washer stamped “RLS 37401” monumenting an angle point on said Southwesterly line;

Thence South 53°14'53" East (record South 52°55'40" East), continuing along said Southwesterly line, a distance of 64.42 feet (record 64.44 feet), to a set concrete nail with washer stamped “RLS 37401” monumenting an angle point on said Southwesterly line;

Thence South 62°07'44" East (record South 62°09'00" East), a distance of 289.04 feet (record 289.2 feet), to a found plastic capped rebar with illegible stamping (affixed brass tag stamped “RLS 37401”) monumenting the Southeast corner of said APN 401-13-059;

Thence North 37°06'08" East (record North 37°03'00" East), along the Easterly line of said APN 401-13-059, a distance of 15.20 feet, to a point lying 15.00 feet Northeasterly of and parallel with said Southwesterly line of said APN 401-13-059, being the **TRUE POINT OF BEGINNING**;

Thence North 62°07'44" West, along said parallel line, a distance of 20.26 feet, to a point lying 20.00 feet Northwesterly of and parallel with said Southeasterly line of said APN 401-13-059;

Thence North 37°06'08" East, departing from said line being 15.00 feet Northeasterly of and parallel with said Southwesterly line of said APN 401-13-059, along said line being 20.00 feet Northwesterly of and parallel with said Southeasterly line of said APN 401-13-059, distance of 12.17 feet, to a calculated angle point;

Thence North 61°10'43" East, along said line being 20.00 feet Northwesterly of and parallel with said Southeasterly line, a distance of 106.38 feet, to a calculated angle point;

Thence North 33°23'58" East, continuing along said parallel line, a distance of 146.46 feet, to a calculated point on the Northeasterly line of said APN 401-13-059;

Thence South 63°33'03" East (record South 63°28'00" East), along said Northeasterly line of said APN 401-13-059, a distance of 20.15 feet, to a calculated point in Oak Creek being the Northeast corner of said APN 401-13-059;

Thence South 33°23'58" West (record South 33°26'00" West), along the Southeasterly line of said APN 401-13-059, a distance of 153.85 feet (record 153.2 feet), to a set plastic capped rebar stamped "RLS 37401" monumenting an angle point on said Southeasterly line;

Thence South 61°10'43" West (record South 62°00'00" West), continuing along said Southeasterly line, a distance of 107.06 feet (record 107 feet), to a found plastic capped rebar stamped "RLS 14184" monumenting an angle point on said Southeasterly line;

Thence South 37°06'08" West (record South 37°03'00" West), a distance of 4.65 feet, to the **TRUE POINT OF BEGINNING**.

Containing 5,305.80 square feet or 0.122 acres, more or less.

2025/02/04

LE #1807-01

1807-01 AMBIENTE ESMT ABANDONMENT Rev1.docx

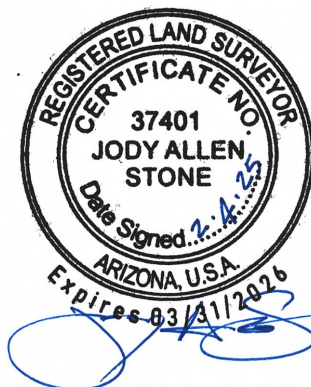
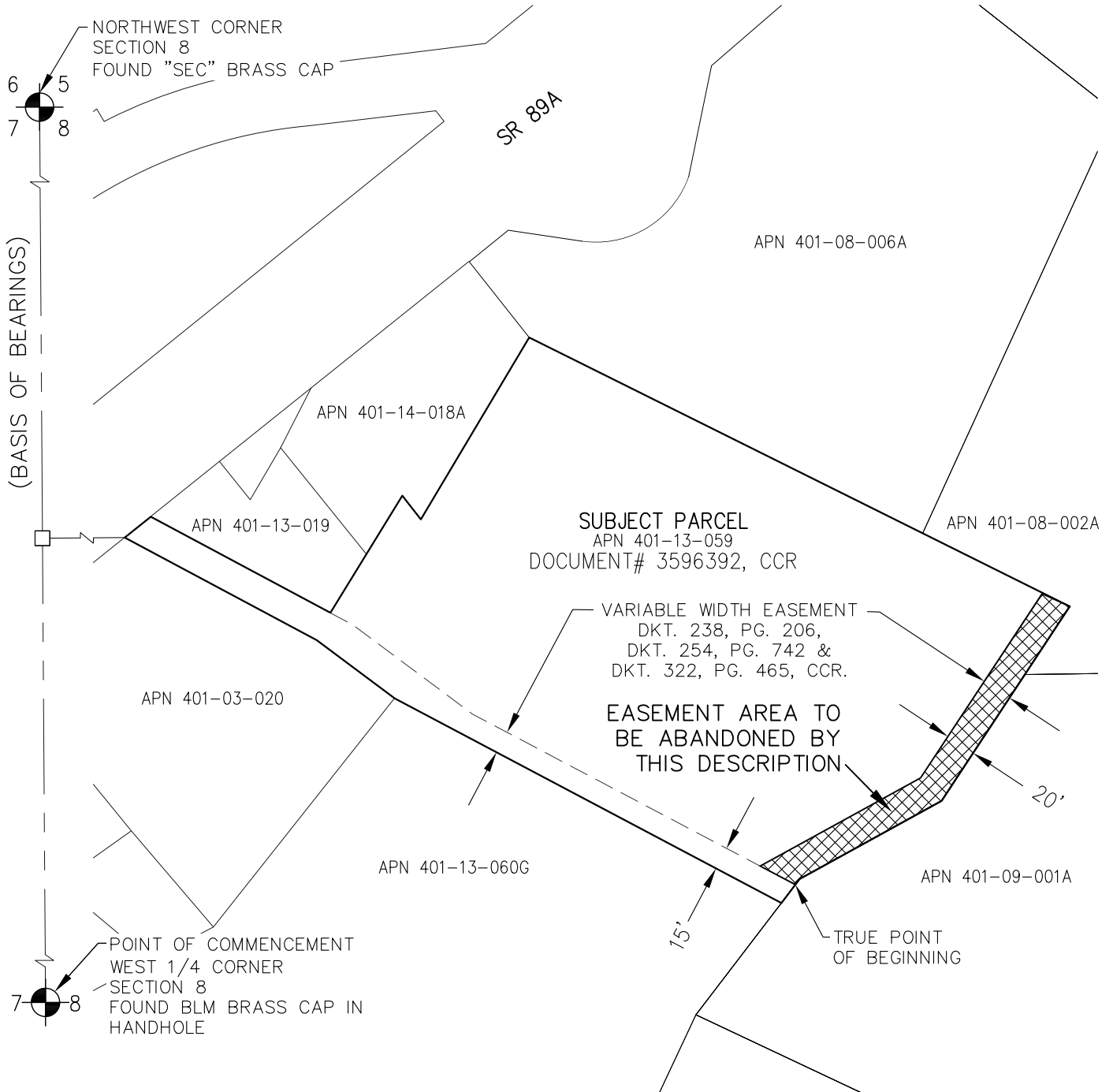


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN THE NORTHWEST QUARTER (NW1/4) SECTION 8,
T17N - R6E, G.&S.R.M.,
COCONINO COUNTY, AZ.

SCALE: 1"=100'



LE# 1807-01 EASEMENT ABANDONMENT EXHIBIT REV1

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A
DEVELOPMENT AGREEMENT WITH DUTCHMAN'S COVE, LLC, FOR
CONSTRUCTION OF PUBLIC SHARED USE PATH.**

WHEREAS, the City is authorized pursuant to A.R.S. §§ 9-500.05 to enter into development agreements with businesses or landowners located in the City.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA as follows:

SECTION 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Development Agreement with Dutchman's Cove, LLC, which provides for a financial contribution from the City towards the construction of a 99-year public access shared-use path located on the proposed Creekside Ambiente property near Owenby Way and Art Barn Road, Sedona, Arizona, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

SECTION 2. That the Mayor be authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 12th day of August, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3243
August 12, 2025
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action for approval of the City's ("Local Agency") contribution to ADOT regarding the construction of SIM11Q – Shelby Drive Shared-Use Path, IGA 24-0009899-I. The City's contribution is estimated to be approximately \$1,000,000.

Department	Public Works/Sandy Phillips
Time to Present	10 mins
Total Time for Item	45 mins
Other Council Meetings	October 8 th , 2024 (Design Contract); November 12 th , 2024 (Approval of IGA)
Exhibits	A. Executed IGA

Finance Approval	Reviewed 7/28/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ 1,000,000
		Amount Budgeted
		\$ 750,000 in FY26 and 750,000 in FY27
City Manager's Recommendation	Recommend approval ABS 8/5/25	Account No. 22-5320-89-68E7 (FY26) If 100% of match is required in FY26, then \$250,000 available to borrow from other SIM Projects.

SUMMARY STATEMENT

Staff is requesting City Council approval of the City's contribution to the construction cost in the amount of \$1,000,000 for the SIM11Q - Shelby Drive Shared-Use Path Project based on the current engineer's estimate. This project begins on the south end of 2260 Shelby Drive, adjacent to Sedona Recycles, and ends at Whippet Way on the north end. The scope of work for this project includes a concrete shared use path with stamped concrete or paver driveway crossings as well as other miscellaneous improvements as shown on the construction plans and described in the specifications. The project is located on the east side of Shelby Drive with a total length of approximately 1950 feet.

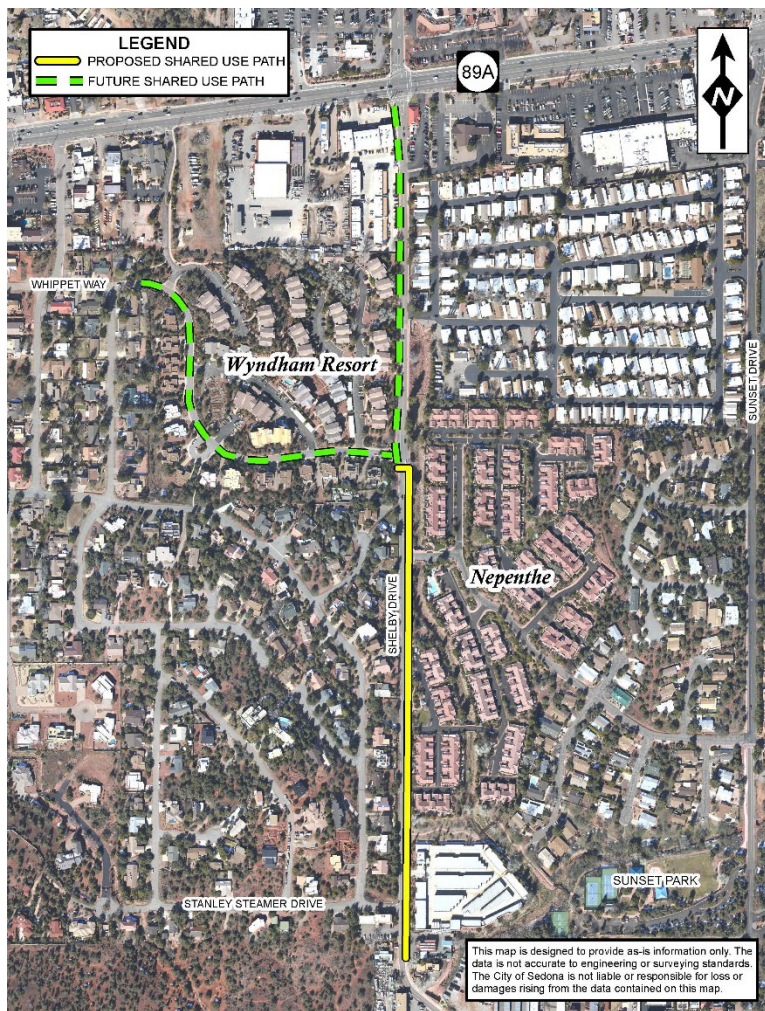


Figure 1: Proposed Alignment

Background:

The 2018 Transportation Master Plan, Strategy 11, Walking and Bicycling Facilities, indicates these improvements collectively encourage use of alternative modes of travel in Sedona, and support a park-once culture where visitors and residents are encouraged to leave their vehicles at their place of lodging/residence. To have a measurable impact on traffic congestion, shared use path connections will be required. Shelby Drive is a perfect candidate for expansion due to its connections to dense housing areas, Sunset Park, Forest Service trails, the Humane Society with volunteer dog walkers, and many popular businesses.

Over the past 25 years, many plans have supported the increased availability of bicycle and pedestrian routes. Some of these plans specifically supported improving the route along Shelby Drive. These plans include the following:

- 1994 Red Rock Pathways Plan
- 1996 Trails and Urban Pathways Plan 007 Sedona Bicycle Plan
- 2017 Community Survey
- 2018 Transportation Master Plan (Strategy 11)
- FY2020/2021 Budget Survey
- 2020 GO Sedona, Trails and Pathways Plan
- Continued support from many residents through recent surveys for more pathways.

By investing in bicycle and pedestrian infrastructure, the City of Sedona is showing a commitment of providing safe and convenient alternatives (or “active”) transportation options. In addition, accessibility to active transportation infrastructure encourages healthier lifestyles.

Project Description:

The City of Sedona received Congressionally Directed Spending (CDS) funding for the development of Shelby Drive in FY2022. However, the timing for use of funds did not work for the project in 2022, so the funds were rolled over towards this project or “Phase 2” which includes widening the existing sidewalk on the north/south alignment of Shelby Drive to 8 to 10 feet on one side, to create a shared-use path (SUP). On November 12, 2024 the Council authorized the city to enter into an agreement with the State whereby the State provides \$500,000 towards construction of the SUP, with a City match of \$1,000,000 and any additional costs.



Figure 2: Shelby Drive at wash crossing, looking north.

The SUP built under ST-04 currently ends in front of Sedona Recycles, at the south end of Shelby Drive, where it narrows to 5'. This project will extend the shared-use pathway to the north by widening the existing 5' sidewalk on the east side of Shelby Drive, between Sedona Recycles and Whippet Way. At the raised crosswalk just south of Whippet Way, the path will cross Shelby Drive to the southwest corner of the road, at the Wyndham property. The current roadway does not have bike lane striping.

The original intent was for this project to complete the entire length of Shelby Road, from Sedona Recycles to State Route 89A. Unfortunately, many obstacles were encountered. One obstacle is the sidewalk easement needed from Wyndham Resorts. Although Wyndham Resorts is supportive of the project, acquiring the sidewalk easements to widen the detached meandering sidewalk has exceeded the timeline to meet the State's deadlines. The second obstacle is the grade difference at the commercial development on the southwestern corner of 89A and Shelby. This section of existing sidewalk, north of the Wyndham property (along 55 Shelby Drive and 2301 W SR89A), is adjacent to a retaining wall and private parking areas with a significant change in grade. For this section, Shelby Drive may need realignment,

narrowing, or other modifications to ensure this portion of the path is at least 8' in width. Widening the existing sidewalks will require new access easements from several property owners. Retaining walls, potential impacts to parking and acquiring easements has complicated this portion of the project and requires a closer look at the best way to move forward in this area. The third concern was to maximize the funding contribution to the overall cost of the project. Grant funding is helpful to fund projects but also adds additional layers of requirements and costs to a project. The funding has less benefit as the cost to meet the state's requirements costs, close to or exceeds the contribution amount. Staff is recommending that the scope of this project be limited to the approximate 1950 linear foot length, from Sedona Recycles to the crossing at Whippet Way. This keeps the engineer's estimate closer to the amount established in the IGA. Staff is requesting Council direction regarding this reduced scope.

The proposed pathway will maintain a 24-foot minimum street width throughout the length of the project. Along the Nepenthe development, the existing back of walk location will be held and the shared use pathway and curb and gutter will be moved out into the paved area. Existing turn lanes are maintained at the Whippet Way and S Monte Verde Dr intersections. The existing speed table will be replaced and the associated striping will be enhanced.

One ADA and 3 regular parking stalls will be added at the connection to Sunset Park. This location currently has a dog waste station trash can and we will add a bench in this area. These parking stalls can also serve as parking for the Shelby Trailhead, however during site visits, staff has observed significant pedestrian traffic in this area.

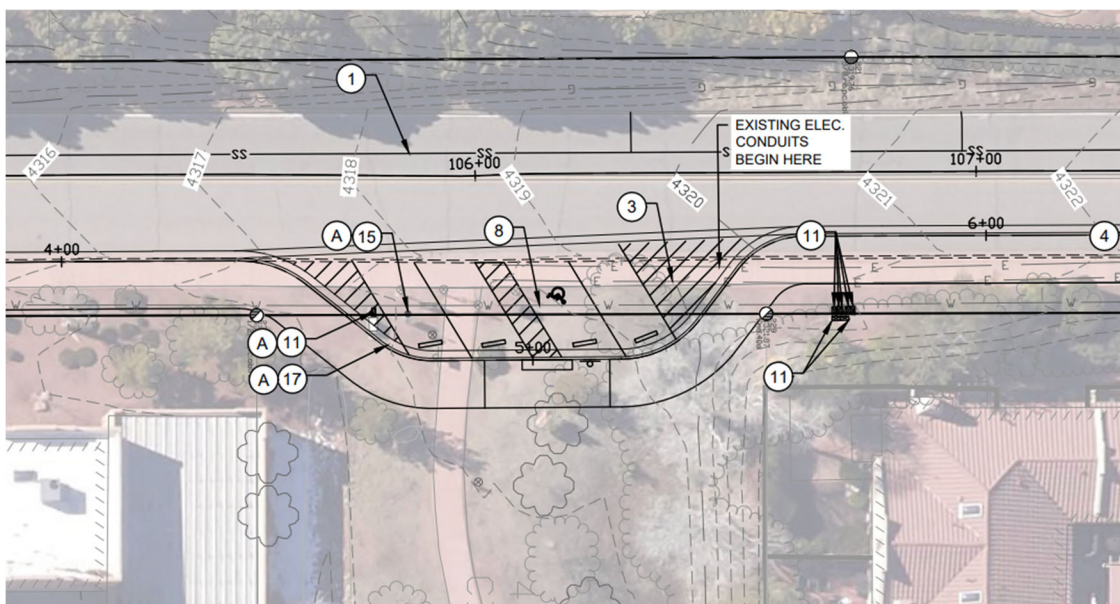


Figure 3: Shelby SUP at Sunset Park Trail connection, just south of Nepenthe and north of storage units.

Just north of Little Bluestem Lane, the existing sidewalk meanders outside of the right-of-way into the tract of Nepenthe subdivision. The widened SUP will continue to meander in this area and preserve the majority of existing shade trees. Staff has met with the Nepenthe HOA Board regarding these improvements and found the Board to be supportive of the project. Staff is currently finalizing the sidewalk easement and temporary construction easement in this area with the Board.

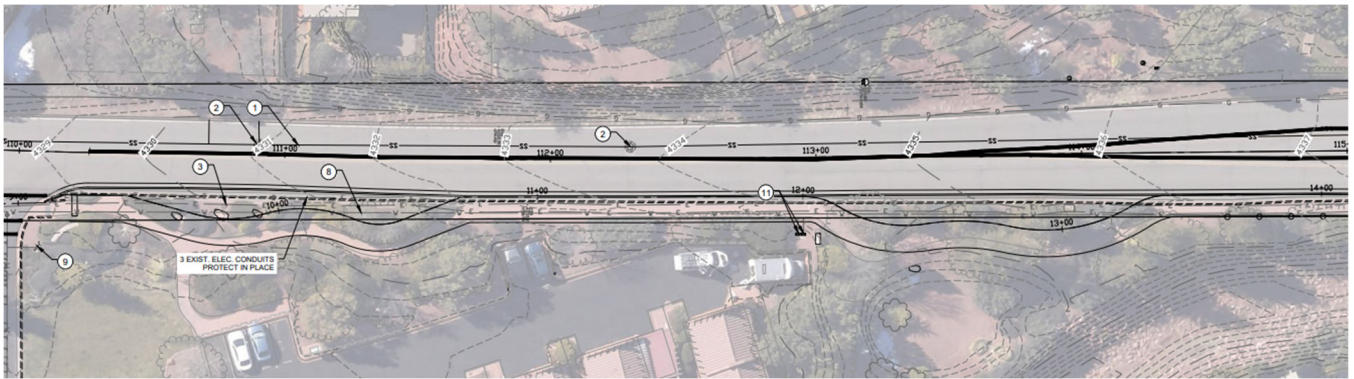


Figure 4: Shelby SUP, north of Little Bluestem Lane.

Amenities:

Interest has been expressed in amenities accompanying the shared-use pathway projects, the following are elements incorporated in this project:

- Complete street elements included in this project are sidewalk/shared use path (with accessibility), green space (both existing mature trees being protected and in planter areas where pathway is detached from curb), amenities (trash can and bench planned at Sunset Park access), traffic calming (narrowing street, and speed table at Whippet Way), and the context of the project location has been considered.
- Additional parking (3 spaces plus 1 ADA space) near trailhead access and park access.
- Benches will be added at a later date in strategic locations. A bench and shade structure will be installed at the Sunset Park access shown below in Figure 6. The standardized design for bench and shade structures along SUP's is underway, separate from this project design. Installation is expected prior to project completion. Staff is also coordinating with Nepenthe regarding a potential bench and shade structure adjacent to their neighborhood.



Figure 6: Sunset Park access, looking east.

Project Area Outreach Efforts:

Staff met with the Nepenthe HOA Board on April 24th, 2025, and has ongoing correspondence with the Board. Staff presented the preliminary drawings of the project and walked the meandering sidewalk areas with the Board. The Board is very supportive of the project. During

these meetings, significant pedestrian traffic from the surrounding neighborhoods was observed, in the Shelby Drive area.

Staff is also in on-going communication with the property owners of the property that is located on the southwestern corner of Whippet Way and Shelby Drive. These owners are very supportive of the project and we are in the process of procuring the signed easements.

Staff has walked the project area adjacent to Sedona Recycles with their Board of Directors. Adjustments were made to maintain the island and desert willow tree along the frontage. It is our understanding that the project has the Board's support.

Since there have been unpredictable aspects of this project and funding, staff began by only contacting property owners with direct impacts from which we will need to obtain easements. More recently, outreach letters were sent to all properties within 500' of the alignment.



Figure 5: Properties that have received notice of project, 500ft.

Schedule and Access:

With funding authorization anticipated in late September and a simple utility relocation expected in November, we anticipate beginning construction in Winter 25/26. As a courtesy, following conversations with neighbors, we plan to avoid holiday and seasonal peaks like fall break, Thanksgiving, Christmas, and New Years. We anticipate construction to take approximately 6 months, with completion by Summer 2026. Complete street closure is not anticipated with this project. However, short duration 1-lane traffic control operations will occur during the construction.

Procurement Method:

As outlined in the IGA, ADOT will be administering the procurement and project management. We expect the work to be awarded to the lowest, qualified bidder at the time. However, the contract will return to City Council for final approval prior to construction.

Priority Matrix:

Staff evaluated the project through the priority matrix. The score was determined to be 149, which correlates with the following scale:

- Immediate Priority > 160
- High Priority 131 - 160
- Medium Priority 101 - 130
- Low Priority 0 - 100

Budget

The IGA, with the Arizona Department of Transportation (ADOT), was approved by Council at the November 12, 2024 meeting. This IGA indicates \$500,000 is to be provided by ADOT for construction of the project, and a minimum \$1,000,000 will be contributed by the City. ADOT requires the City portion to be paid to ADOT prior to bidding.

- The Engineer's Opinion of Cost estimated the construction cost of this portion of the shared-use pathway at \$1,364,212.
- The amount budgeted for Shelby SUP project is \$750,000 in FY26, and \$750,000 in FY27, from Transportation Sales Tax.

Due to the full City cost needing to be paid in FY26, the shortage in FY26 will be transferred from other SIM Projects.

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

In the Climate Action Plan, transportation related desired actions includes bike/pedestrian infrastructure, and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking, biking and other active forms of transportation. This project addresses those desired actions and strategies.

One of the Climate Action Plan's implementation strategies is to accelerate the development of ST&PS pathways and to implement the GO! Sedona Pathways Plan. The GO! Sedona Pathways Plan specifically calls out Shelby as having a "proposed" pathway.

Furthermore, new or disturbed landscaped areas will be lined with red rock gravel which was excavated from the parking garage site and crushed by our own Maintenance crew, which lowers costs and emissions otherwise related to transportation and new material.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council could elect to not approve the contribution amount. Not approving this would result in:

- Potential forfeiture of \$500,000 in grant funding.

- Shelby Drive remains in its current state with design available for future construction.
- Not moving forward with a project that creates a more walkable and bike-able community as supported in many plans and citizen surveys.

MOTION

I move to: approve the City's contribution to ADOT regarding the construction of SIM11Q – Shelby Drive Shared-Use Path, per IGA 24-0009899-I. The City's contribution is estimated to be approximately \$1,000,000.

ADOT CAR No.: IGA 24-0009800-I
AG Contract No.: P0012024001928
Project Location/Name: Shelby Dr
Business Development Phase 2
Type of Work: Shared Use Path
Federal-aid No.: SED-0(204)T
ADOT Project No.: T0620 01D/01C
TIP/STIP No.: ERMK 22-001C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 102766

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT ("Agreement") is entered into this date November 21, 2024, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 9-499.01 and its City Code to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The City has received funding through the Fiscal Year (FY) 2022 Allocation of Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects (Earmarks) for the work proposed under this Agreement consisting of the widening of an existing Shared Use Pathway (SUP) along approximately 0.6 miles of Shelby Drive, from the intersection of Stanley Steamer Drive to State Route 89A, (the "Project"). The current SUP is four to six feet wide and will be widened to approximately eight feet to ten feet wide. The Project cost, shown in Exhibit A, is estimated at \$1,530,000, which includes federal aid and the Local Agency's contribution. The Local Agency will administer the design and the State will advertise, bid and award, and administer the construction phase of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant

to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached are incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
 - e. The Project will be completed in accordance with the memorandum dated June 28, 2022 shown in Exhibit B.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$30,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs

are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

- c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.
 - d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$1,000,000. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.

- c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$1,000,000, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or

improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

- 1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
- 2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
- 3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
- 4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that

in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Sedona
 Attn: Sandra Phillips, Assistant
 City Engineer
 102 Roadrunner Drive
 Sedona, AZ 86336

928.203.5076
SPhillips@SedonaAZ.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Sedona
Attn: Sandra Phillips, Assistant
City Engineer
102 Roadrunner Drive
Sedona, AZ 86336
928.203.5076
SPhillips@SedonaAZ.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Sedona
Attn: Sandra Phillips, Assistant
City Engineer
102 Roadrunner Drive
Sedona, AZ 86336
928.203.5076
SPhillips@SedonaAZ.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IGA 24-0009800-I

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

By  Date 11/13/24
SCOTT JABLOW
Mayor

ATTEST:

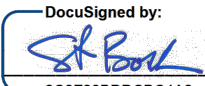
By  Date 11/13/24
JOANNE COOK
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Sedona, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By  Date 11-13-24
KURT CHRISTIANSON
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By  Date **11/21/2024**
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Sedona, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

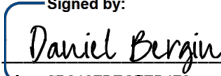
Signed by:
By  Date **11/21/2024**
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0620 01D/01C**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Local Agency's costs @ 100%	<u>\$ 30,000</u>
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Construction:*

Federal-aid funds (Earmark) @ 94.3%	\$ 500,000
Local Agency's costs @ 5.7%	30,223
Local Agency's contribution @ 100%	<u>969,777</u>

Subtotal – Construction	\$ 1,500,000
--------------------------------	---------------------

Estimated TOTAL Project Cost	\$ 1,530,000
-------------------------------------	---------------------

Total Estimated Local Agency Funds	\$ 1,030,000
Total Federal Funds	\$ 500,000

* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **ACTION:** Allocation of Highway Infrastructure
Programs Projects designated in Division L of the
Consolidated Appropriations Act, 2022
[CFDA No. 20.205]

Date: June 28, 2022

In Reply
Refer to: HISM-40

From: Peter J. Stephanos **PETER JOHN
STEPHANOS**
Director, Office of Stewardship, Oversight,
and Management

Digitally signed by PETER JOHN
STEPHANOS
Date: 2022.06.28 13:25:36 -0400

To: Brian R. Bezio
Chief Financial Officer

Division Administrator

The Consolidated Appropriations Act, 2022 (Public Law 117-103) appropriates a total of \$2,444,927,823 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2022. Of such amount, \$846,927,823 is set aside for “Community Project Funding / Congressionally Directed Spending.” The project descriptions for the 309 projects can be found in the “Community Project Funding / Congressionally Directed Spending” table in the Joint Explanatory Statement incorporated by reference in Division L of the Consolidated Appropriations Act, 2022. State departments of transportation (DOTs) are the recipients for 307 projects totaling \$845,719,823 and the Office of Federal Lands Highway (FLH) was allotted funding for two Gila River Indian Community projects totaling \$1,208,000. These funds are in addition to any other funds, including contract authority, provided in FY 2022.

With this memorandum, we are allocating \$845,719,823 for 307 projects to the States, as indicated in the attachment to this memorandum, to be administered in the Fiscal Management Information System (FMIS) (FMIS program code Y928; DELPHI fund value 1550574B50 050). This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

These funds remain available for obligation through September 30, 2025. Any such amounts not obligated on or before September 30, 2025, shall expire. Once the period for obligation has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553.

Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2030. After that date, any unexpended balances of obligated earmark funds shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2022. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C. Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of these funds and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332.¹

The Federal share for these State projects is governed by 23 U.S.C. 120, as amended by the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”) (BIL). It is generally 80 percent (See 23 U.S.C. 120(b)). The Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (See 23 U.S.C. 120(a)). For projects that add single occupancy vehicle capacity, that portion of the project will revert to the 80 percent level. An upward sliding scale adjustment is available to States having public lands ([Sliding Scale Rates In Public Land States](#)). States may use a lower Federal share on Federal-aid projects as provided in 23 U.S.C. 120(h). These funds may not be used as the non-Federal match for other Federal programs unless there is specific statutory authority (2 CFR 200.306(b)(5)). The Consolidated Appropriations Act, 2022, does not provide authority for use of these funds as a non-Federal match for other Federal programs, including Federal-aid programs under title 23, U.S.C.

Generally, Project Agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see [Q&As on Obligation of Earmarked Funds for Federal-Aid Projects](#).

¹ Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

By copy of this memorandum, we request that the Office of the Chief Financial Officer:

- 1) create the Demo IDs identified in the attached table, and
- 2) process these allocations.

If there are any questions, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov or Amy Inglis at 605-776-1009 or by email at Amy.Inglis@dot.gov.

Attachment

FHWA: HIPA: AINGLIS: 06/27/2022

S:\HIPA10\Correspondence\FY_2022\Legislative Projects - Demos\20220627 Allocation of HIP Projects

cc:

HISM-1 (Stephanos, Peter)

HISM-40 (Marrero, Moises; Bartz, David; Amy Inglis, DeSimone, Anthony)

HIF (Young, Charlena; Sullivan, Amy)

HCF (HCFB_SystemsTeam@dot.gov; Sim, Miranda; Kwok, Lily)

HPLS (Arnade, Tim; Lomax, Brian; Zaidi, Alina; Dane, Heather)

FHWA-#ALLDA-OfficialMailbox

FHWA-#ALLDFS-OfficialMailbox

FHWA Financial Management-All

Consolidated Appropriations Act, 2022 (Public Law 117-103) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-103	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-103	Amount available under P.L. 117-103		Allocation of Y928 Funds This Memorandum		Obligation Authority This Memorandum (DELPHI Code 1550574B50.2022.050Y928500)	
				Project	State Total	Project	State Total	Project	State Total
AL	AL207	Baldwin County - Eastern Shore Trail construction	633,050	633,050		633,050		633,050	
AL	AL208	Fairground Road Expansion	702,941	702,941		702,941		702,941	
AL	AL209	Miliry Road Resurfacing	265,000	265,000		265,000		265,000	
Alabama					1,600,991		1,600,991		1,600,991
AK	AK177	Kotzebue Cape Blossom Road	27,662,000	27,662,000		27,662,000		27,662,000	
Alaska					27,662,000		27,662,000		27,662,000
AZ	AZ078	Highline Canal Recreational Path Lighting Replacement, Guadalupe	501,824	501,824		501,824		501,824	
AZ	AZ079	Gila River Indian Community Traffic Sign Replacement *See Note 1	915,000	915,000		0		0	
AZ	AZ080	32nd Street and Thomas Road Intersection Safety Improvements	960,000	960,000		960,000		960,000	
AZ	AZ081	Shelby Drive Business Development Improvements to Roadways	500,000	500,000		500,000		500,000	
AZ	AZ082	Snowflake Street Light and Sidewalk Improvements to SR 77	1,200,000	1,200,000		1,200,000		1,200,000	
AZ	AZ083	SR 87 Capacity and Safety Improvements - Gila River Indian Community *See Note 1	293,000	293,000		0		0	
Arizona					4,369,824		3,161,824		3,161,824
AR	AR147	Future I-57 Corridor	5,000,000	5,000,000		5,000,000		5,000,000	
AR	AR148	Future I-69 Corridor Improvements	18,000,000	18,000,000				18,000,000	
AR	AR149	Highway 67 Corridor Improvements	18,000,000	18,000,000		18,000,000		18,000,000	
AR	AR150	Future I-49	18,000,000	18,000,000		18,000,000		18,000,000	
Arkansas					59,000,000		59,000,000		59,000,000
CA	CA870	Tillotson Parkway Extension	320,000	320,000		320,000		320,000	
CA	CA871	Interstate 15 Smart Freeway Pilot Project	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA872	Bradley Road Bridge Over Salt Creek	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA873	Concord Smart Signals Project	1,200,000	1,200,000		1,200,000		1,200,000	
CA	CA874	Iron Horse Trail Bridge, Nature Park, and Pedestrian Safety Project	350,000	350,000		350,000		350,000	
CA	CA875	Danville Townwide Traffic Signal Modernization/ITS Project	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA876	Traffic and Safety Improvement Along the Alameda de las Pulgas Corridor	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA877	Santa Clarita Circulation and Safety Improvement	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA878	Henry Mayo Hospital Ingress and Egress Access Improvement	1,120,000	1,120,000		1,120,000		1,120,000	
CA	CA879	State Route 91 Improvement Project	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA880	Pennsylvania Avenue Widening Project, Beaumont	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA881	County of Los Angeles Rosemead Boulevard Complete Street Improvements	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA882	US 101/SR 92 Area Improvement Project	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA883	La Media Improv. Siempre Viva to Truck Rte, San Diego, CA	400,000	400,000		400,000		400,000	
CA	CA884	Telfair Avenue Multi-Modal Bridge Over Pacoima Wash Project	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA885	Bicycle and Pedestrian Safety Near Woodside High School	800,000	800,000		800,000		800,000	
CA	CA886	Accessible Recreational Trails at Rockville Trails Preserve (Solano County, California)	431,250	431,250		431,250		431,250	
CA	CA887	Accessible Pedestrian Pathways and Parking at Lake Solano County Park	867,648	867,648		867,648		867,648	
CA	CA888	E. Sir Francis Drake Blvd Gap Closure	700,000	700,000		700,000		700,000	
CA	CA889	Hammond Trail Bridge Replacement	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA890	California State University, Fullerton Titan Gateway Bridge	5,000,000	5,000,000		5,000,000		5,000,000	



CITY COUNCIL AGENDA BILL

AB 3066
August 12, 2025
Regular Business

Agenda Item: 8c

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

Department City Manager

Time to Present 2 Minutes

Total Time for Item 5 Minutes

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

Exhibits A. Future Agenda Items

Finance Approval	Reviewed 7/30/25 BGW	
City Attorney Approval	Reviewed 7/30/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 7/30/25 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
8/26/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3248 Approval of a Final Plat for Navajo Lofts, to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road (Bowers Subdivision). The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Case Number: PZ21-00020 (SUB) Owner/Applicant: 741 Forest Road LLC (David Bowers)	Consent	Meyer	N/A
				AB 3250 Public hearing/presentation regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2022-23 and 2023-24.	Regular	Stanley	10 min
				AB 3251 Discussion and possible action for the City to serve as the sponsor and applicant for Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program. The proposed project—Broken Arrow Trailhead Improvements, that will be in partnership with the U.S. Forest Service (USFS). The scope of work includes infrastructure upgrades to improve traffic flow and entrance design, the addition of restroom facilities to address ongoing environmental concerns at the site, and the construction of an OHV staging area to reduce noise pollution affecting the nearby neighborhood.	Regular	Tyler Kamarata Grants Analyst	15 min
				AB 3230 Discussion/possible action to approve the Arts & Culture Organizations Grants program effective in FY26.	Regular	Anette	30 min
				AB 3245 Discussion/possible action for the approval of a Linking Agreement with Axon Enterprise, Inc., for the purchase of police Tasers, patrol car cameras, body worn cameras and related hardware/software in the amount of \$1,200,700.70.	Regular	Foley	10 min

				AB 3187 Discussion/possible action regarding approval of a contract for software purchase, with xxxxxx, in the amount of \$xxxxx.	Regular	Dickey	30 min
				AB 3252 Discussion/possible action regarding approval of a contract with Abdo Financial Solutions for assistance with the implementation of a new Enterprise Resources Planning (ERP) system in an amount not-to-exceed \$323,000 with an eight-month project management timeline.	Regular	Whitehorn	10 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
8/27/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3249 Discussion/possible action regarding an Intergovernmental Agreement (IGA) with Northern Arizona University to conduct an RFP to procure clean energy through an offsite energy project.	Special	Beck	15 min
				Tentative HOLD - AB 3241 Presentation/discussion by Coconino County Criminal Justice Coordinating Council regarding their community services and initiatives.	Special	Spickard	1 hour
9/9/2025		1:00 p.m.					
				Tentative HOLD City Council Magistrate Interviews- 1	Exec Session	Martin	3 hours
9/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Approval of The Sedona Women Day Proclamation, September 6, 2025	Consent	Jablow/Ploog	NA
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				The Sedona Women Day Proclamation, September 6, 2025	Proclamations	Jablow/Ploog	5 min
					Regular		
9/10/2025	Wednesday	12:00 p.m.	Special Meeting				
				Tentative HOLD City Council Magistrate Interviews- 1	Exec Session	Martin	3 hours

9/10/2025	Wednesday	2:00 p.m.	Special Meeting				
				AB 3206 Discussion/possible direction regarding the Draft Western Gateway Master Plan.	Special	Meyer	120 min
9/23/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXX.	Regular	Phillips	30 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of \$XXXXXXX.	Regular	Hall	15 min
9/24/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3135 Discussion/possible action regarding the Sedona in Motion transportation program.	Special	Harris	120 min
10/14/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Tentative Sister City follow up	Regular	Spickard	45 min
10/15/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3215 Discussion/possible direction regarding the needs assessment and strategic plan to address homelessness with a focus on recommendations, including a regionally coordinated implementation plan for addressing homelessness in the Verde Valley.	Special	Blum	2 hours
10/28/2025	Tuesday	4:30 p.m.	Regular Meeting				
10/29/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3232 Presentation/discussion by Arizona Water Company and City staff regarding water conservation initiatives.	Special	Beck	60 min