

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 23, 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 - September 9, 2025 City Council Special Meeting - Executive Session.
- b. Minutes - September 9, 2025 City Council Regular Meeting.
- c. Minutes - September 10, 2025 City Council Special Meeting - Executive Session.
- d. Minutes - September 10, 2025 City Council Special Meeting.
- e. Approval of National Constitution Week Proclamation, September 17-23, 2025.
- f. AB 3101 Approval of Amendment #1 to the Home Energy Retrofit Project Agreement with CozyHome LLC in an amount up to \$90,000.
- g. AB 3251 Approval of a Resolution for the U.S. Forest Service's AZ State Parks OHV grant application sponsored by the City of Sedona.
- h. AB 3264 Approval of the Western Gateway Master Plan Contract Revision to Dig Studio, Inc. in an amount not-to-exceed \$106,921.

4. APPOINTMENTS - None

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

- a. Executive Session Report.

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. National Constitution Week Proclamation, September 17-23, 2025.

8. REGULAR BUSINESS

- a. AB 3135 **Discussion/possible direction** regarding Sedona In Motion (SIM) projects overview with general updates on Transit and Uptown Parking.
- b. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 23, 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.

Page 2, City Council Meeting Agenda Continued

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:

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

10. ADJOURNMENT

Posted: 09/16/25

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 9, 2025, 1:00 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 1:00 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: Human Resources Manager Russ Martin and City Clerk JoAnne Cook.

3. Executive Session

Chad Anderson dropped as a candidate prior to the interviews.

Councilor Kinsella clarified the interviews are for appointment of Presiding Magistrate Judge instead of Special Magistrate Judge.

Pete Furman urged council to hold interviews in open session. Councilor Fultz supported his request.

Motion: Councilor Kinsella moved to go into Executive Session at 1:01 p.m. Seconded by Vice Mayor Ploog. Motion carried with five (5) in favor (Jablow, Ploog, Dunn, Kinsella, and Pfaff) and two (2) opposed. Councilors Pete Furman and Brian Fultz opposed.

JoAnne Cook gave the admonition.

- a. 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. Marc Roy

ii. Richard Speer

Break at 2:22 p.m. Reconvened at 2:28 p.m.

iii. Nicole Countryman

iv. Danielle Dulaney

Break at 2:59 p.m. Reconvened at 3:37 p.m.

v. Chad Anderson

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

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

4. Adjournment

Mayor Jablow adjourned the meeting at 3:41 p.m. without objection.

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

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 9, 2025, 4:30 p.m.

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

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

Council Present: Mayor Scott Jablow, Vice Mayor Ploog, Councilor 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, Deputy City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, City Attorney Kurt Christianson, PD Commander Chris Dowell, Police Chief Stephanie Foley, Executive Assistant to the Police Chief Jessica Bryson, Police Support Services Manager Erin Loeffler, Public Works Director/City Engineer Kurt Harris, Parks & Recreation Manager Josh Frewin, Facilities Manager Larry Farhat, Director of Community Development Steve Mertes, Planning Manager Cari Meyer, Assistant Planner Megan Yates, Assistant Engineer Hanako Ueda, Associate Engineer Jonn Hall, Procurement Administrator Ian Coubrough, Public Relations Analyst Kegn Hall, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

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

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

4. Appointments - None.

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

Assignments

Anette Spickard advised the grass project for Yappy Hour has been completed at 221 Brewer Road. Summer hours are 7:00 - 8:00 a.m., and winter hours 8:00 - 9:00 a.m. for the greyhound dog group. Summer hours for non-greyhound groups 8:00 - 9:00 a.m., and winter hours are 9:00 - 10:00 a.m. The gate will be open for public use during the regular business hours for the Municipal Court. Anette thanked the school district for allowing the city to install a fence on the property.

Mayor Jablow encouraged all to attend the 911 Memorial that will take place 8:20 a.m. and the pancake breakfast that will immediately follow.

Vice Mayor Ploog advised that the Sedona Historical Museum and the Dead Quilt Society were featured in the Art Source Magazine, along with an article written by Arts & Culture Specialist, Nancy Lattanzi.

Councilor Furman said he was reelected as vice chair for the Coconino Plateau Regional Water Advisory Council. The Council plans to continue the ground water resiliency workshops.

a. Executive Session Report

Kurt Christianson advised there was no action taken during today's executive session meeting held at 1:00 p.m.

6. Public Forum

Opened to the public at 4:47 p.m.

John Martinez, Sedona, provided information on the activities and programs of the Sedona Area Veteran & Community Outreach Organization (SAVCO). SAVCO meetings are held on the second Thursday of each month at the Sedona Elks Lodge located on Airport Rd. Their moto is "To Continue to Serve".

Jack Ross, Sedona, encouraged all to participate in the upcoming SAVCO Charity Golf Tournament that will be held at the Oak Creek Country Club on Saturday, September 27, 2025 at 8:30 a.m.

Tim Perry, Sedona, called for the resignation of Mayor Jablow.

Brought back to City Council at 4:54 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

Item 8d AB #3253 and 8c AB #3230 were moved ahead of item 8a AB #3256.

- a. AB 3256 Public hearing/presentation/discussion regarding the City of Sedona Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RS-18 (Single Family Residential) to CO (Commercial) to allow for development of additional parking for the Hillside Shopping Center. The subject properties are located at 62 & 86 Royal Glen Lane, east of the Hillside Shopping Center and northeast of the intersection of State Route 179 and Sombart Lane. APN: 401-19-012 & -013A.**

Case Number: PZ25-00003 (ZC) Property Owner: MCA Hillside, LLC (Tyler Mattox) Applicant: MCA Realty, Inc (Tom Hanrahan)

Councilor Pfaff recused himself from this item.

Presentation by Assistant Planner Megan Yates and Planning Manager Cari Meyer, and Applicant, Tom Hanrahan, MCA Realty, Inc.

Questions and comments from City Council.

Opened Public Hearing at 6:04 p.m.

The following spoke in favor of the zone change:

Betsy Klein, Sedona and Sheena Curl, Clarkdale owner of Javelina Cantina, Nick Sinck, Sedona.

The following spoke in opposition to the zone change:

John Burst, Sedona, and Aaron Lumkin, Flagstaff.

Closed Public Hearing at 6:16 p.m.

Brought back to City Council at 6:16 p.m.

Questions and comments from City Council.

Break at 6:49 p.m. Reconvened at 7:01 p.m.

Motion: Councilor Dunn moved to approve Ordinance No. 2025-09, regarding case number PZ 25-00003 (ZC), Hillside Sedona Parking Rezone, rezoning the property identified herein from its present designation of RS-18 (Single-Family Residential) to CO (Commercial), based on compliance with ordinance requirements, consistency with the Sedona Community Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development Code, and the requirements for approval, as specified in LDC Sections 8.3 and 8.6, and satisfaction of the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report and accompanying exhibits, which staff report and exhibits are hereby adopted as the findings of the City Council and The Conditions of Approval, as amended. Seconded by Councilor Kinsella. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed. Councilor Derek Pfaff had recused himself from this item.

b. AB 3261 Discussion/possible direction for citizen working group regarding ALPR policies.

Presentation by Anette Spickard.

Questions and comments from City Council.

The following completed speaking cards in opposition to the cameras but elected not to speak based on City Council's intent to cancel the contract and remove cameras: Jessica Williamson, Sedona, Tim Perry, Sedona, Mikkel Jordahl, Sedona, Michelle Jack.

Comments from City Council.

Motion: Councilor Kinsella moved to cancel the contract with Flock and remove the cameras completely from the City. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- c. AB 3230 Discussion/possible action to approve the Arts & Culture Organizations Grants program effective in FY26.**

Presentation by Anette Spickard.

Questions and comments from City Council.

Motion: Mayor Jablow moved to approve the formation and eligibility criteria for the Arts & Culture Organizations Grant Program and direct staff to implement the program for FY26. Seconded by Councilor Kinsella. Vote: Motion passed with five (5) in favor (Jablow, Ploog, Dunn, Kinsella, Pfaff) and two (2) opposed (Fultz, Furman) opposed.

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

Presentation by Parks & Recreation Manager Josh Frewin and Facilities Manager Larry Farhat.

Questions and comments from City Council.

Opened to the public at 5:07 p.m.

Aaron Brandt, Cottonwood and member of Sedona Ultimate, spoke in favor of the lights.

Brought back to City Council at 5:10 p.m.

Motion: Councilor Fultz moved to approve the linking agreement with Musco Sports Lighting, LLC, in the amount of \$248,025 for the field lighting at the Multi-Use Field in Posse Grounds Park utilizing funds from CIP PR-12. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- e. AB 3066 Discussion/possible action regarding future meeting/agenda items.**
- Mayor Jablow advised there is a City Council meeting tomorrow.

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 7:20 p.m. without objection.

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

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Wednesday, September 10, 2025, 12:00 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 12:00 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: City Manager Anette Spickard, City Attorney Kurt Christianson and Deputy City Clerk Marcy Garner.

3. Executive Session

Motion: Pursuant to Sedona City Code Section 2.20.100, Councilor Kinsella moved to suspend for the duration of this Executive Session, City Code Section 2.10.040.A. and the City Council Rules of Procedure Rule 3.B.1 and designate the Vice Mayor to chair and preside over this Executive Session. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to go into Executive Session at 12:01 p.m. Seconded by Councilor Dunn. Vote: Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation** with the City Attorney for legal advice and to discuss or consider the disciplining of a public officer. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1) & (3).
- b. **Return to open session. Discussion/possible action regarding executive session items.**

Reconvened in open session at 1:40 p.m.

Motion: Councilor Kinsella moved as per Council Rules of Procedures Rule 2.L. and Rule 3.A.5.a, that it is the opinion of Council that,

Whereas, Mayor Jablow has engaged in conduct that violates the Sedona City Council Rules of Procedure, and has lost the confidence of the Council, staff and the public; and

Whereas, these actions include but may not be limited to: Interference with city staff/departments, Creating/fostering a hostile work environment, Breaking the confidentiality of attorney/client privilege, Circumvention of city council process, acting

beyond the authority of the office of mayor, acting unilaterally, violating principles of ethical conduct for elected officials; and

Whereas, in accordance with Rule L of the Council Rules of Procedure, Mayor Jablow was previously issued two private reprimands for continued violations of the same nature; and

Whereas, upon further continuation of the conduct, the matter was referred to the City Council for consideration and Mayor Jablow was provided notice and an opportunity to be heard; and

Whereas, Mayor Jablow's repeated violations of the City Council Rules of Procedure undermine the professional standards expected of a Mayor/Councilor and disrupts the effective functioning of the City government; and

Whereas, Council wishes to uphold the professional standards and integrity of the City Council and to ensure adherence to the Council-manager structure of the Sedona City government; therefore, be it that the City Council censures Mayor Jablow for his action undermining the council and staff and for losing the faith and good will of the council, staff, and the public; and be it further that the council requests that, for the good of the community, the mayor resign his office.

Seconded by Councilor Furman. Vote: Motion passed with (5) in favor (Ploog, Fultz, Kinsella, Furman, Dunn) and two (2) opposed (Jablow, Pfaff).

Comments by Council.

Mayor Jablow apologized and stated he would not resign.

4. Adjournment

Vice Mayor Ploog adjourned the meeting at 1:51 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 10, 2025.

Marcy Garner, Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, September 10, 2025, 2:00 p.m.**

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

Mayor Jablow called the meeting to order at 2:01 p.m.

2. Roll Call

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Deputy City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, Parks and Recreation Manager Josh Frewin, Administrative and Recreation Assistant Cathy Carpenter, Public Relations Analyst Kegn Hall, Community Development Director Steve Mertes, Housing Manager Jeanne Blum, Planning Manager Cari Meyer, Sustainability Coordinator Zach Schwarz, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3206 Discussion/possible direction regarding the DRAFT Western Gateway Master Plan.

- i. Introductions**
- ii. Project History**
- iii. Summary of Public Input to date**
- iv. Why Housing/Housing Needs Update**
- v. Site Characteristics & Analysis**
- vi. Preferred Plan Alternative**
- vii. Break**
- viii. Public Testimony**
- ix. Council Discussion**
- x. Next Steps**

Presentation by Steven Mertes, Cari Meyer, Partner and Senior Economist for Elliott Pollack, Danny Court, and Principal, Landscape Architect with Dig Studio Jay Hicks.

Questions and comments by City Council during the presentation.

Break at 4:30 p.m. Brought back to City Council at 4:38 p.m.

Opened public comment at 4:38 p.m.

Sylvia Sepielli, Sedona, expresses concerns with project timelines and cost, wants citizen access to property and transparency. Tracy Randall, President VVCC Sedona, voiced concerns about the existing trail system, the need for a trails coordinator and clarity on

the primary use of the property. Christine Adams, Sedona, has concerns about lack of diversity and creativity with the plan.

The following spoke in favor of the DRAFT Western Gateway Master Plan:

Jessica Williamson, Sedona, Guy Lamunyon, Sedona, Mark Jacobson, Sedona, David Key, Sedona Chamber of Commerce, Sedona, Lars Romig, VVCC Board Member, Sedona, Anne Emerson, Sedona, Patrick Schweiss, Sedona Film Fest Executive Director, Sedona, Sean Smith, Sedona, Tom Binning, Village of Oak Creek.

The following spoke in opposition of the DRAFT Western Gateway Master Plan.

Guy Grand, Sedona, John and Dana Jezisek, Sedona, Jennifer May, Cornville, Tim Perry, Sedona, Robert Koster, Sedona, Stephen Thompson, Sedona, Tim Jessup, Sedona, Henry Silbiger, Sedona, Christopher Ford, Sedona, Alan Affeldt, Sedona, Joetta Winter, Sedona.

Brought back to City Council at 5:44 p.m.

Questions and Comments by Council.

By majority consensus, Council directed staff to set up a meeting with the School Board and City Council to explore their needs; explore recreation center initial costs and comparables to other cities; explore options for buildings no higher than three stories; continue public outreach through the *Plan Sedona* website to help determine ideal and/or creative housing types; explore the allocation of each block listed in the master plan and provide more details of mixed-use blocks; and maintain or increase the size of the natural areas. Additionally, Council directed staff to complete a housing strategy that will outline what types of housing are needed in the future to assist them with housing allocation with the Western Gateway Master Plan and bring back to Council.

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 was held.

5. Adjournment.

Mayor Jablow adjourned the meeting at 7:12 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 10, 2025.

Marcy Garner, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Roberta Rust
Contact Phone Number	480-294-7841
Contact Mailing Address	20 Rue de Lynn Lane Sedona Az. 86336
Contact Email Address	bertier1@earthlink.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	National Daughters of the American Revolution Oak Creek Chapter National Constitution Week September 17- 23 202 ~~4~~ ⁵
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Scott Jablow Holli Ploog
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	September 17- 23, 202 ~~4~~ ⁵
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.	Anne Crosman 40 Gunsight Circle Sedona, Az. 86351-7644 928-284-9252

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

The National Society of the Daughters of the American Revolution; Oak Creek Chapter, wish to address a "Proclamation" application with the City of Sedona to recognize "National Constitution Week" September 17- 23, 2025. Public law 915 guarantees the issuing of a Proclamation each year. We are asking our citizens to reaffirm the ideals of the framers of the Constitution had in the year 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties. The Constitution must be maintained, for it is the only safeguard of our liberties. "Abraham Lincoln".

The Daughters of the American Revolution Oak Creek Chapter was founded June 26, 2006. Our mission is to promote the memory and spirit of the men and women who achieved American independence, by the acquisition and protection of historical spots and documents, and relics and the protection of the records of service of the Revolutionary soldiers, and patriots. Our members provide a avenue of American Flags and banner at the Pine cemetery honoring our Veterans on Memorial Day. We display a exhibit on Memorial Day in the Sedona Library. We fund and participate in the placement of National Wreaths Across America. Chapter Volunteers will place American Flags at the entrance of the Sedona Heritage Museum on Armed Forces DAY. THANK YOU, the Oak Creek Chapter endeavors to provide patriotic

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?

The National Society of Daughters of the American Revolution Oak Creek Chapter Sedona Arizona, whereas, it is fitting and proper to officially recognize this magnificeny document and the anniversary of its creation. On September 17 2024 marks the 237 anniversary of the drafting of the Constitution of the United States. Oak Creek Chapter promotes educating the community on the history of the Constitution by displaying an exhibit in the Sedona Library on the Constitution. We will ring a bell at 4:00pm EST on September 17 which will be heard around the United States for celebrating the beginning of Constitution Week. Chapter volunteers will be handing out booklets and information on the Constitution in the Sedona Library at different times September 17- 23, 2025. We hope to promote patriotism, and preserve "American History". Thank you Oak Creek Chapter representative Roberta Rust

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

Office of the Mayor
City of Sedona, Arizona



Proclamation
CONSTITUTION WEEK
September 17 through 23, 2025

WHEREAS, September 17, 2025 marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations that will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2025 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 23rd day of September, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



CITY COUNCIL AGENDA BILL

AB 3101
September 23, 2025
Consent Items

Agenda Item: 3f

Proposed Action & Subject: Approval of Amendment #1 to the Home Energy Retrofit Project Agreement with CozyHome LLC in an amount up to \$90,000.

Department	Sustainability
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	Project Discussed in Sustainability Updates on February 8, 2022; September 28, 2022; June 28, 2023; May 29, 2024; September 10, 2024
Exhibits	A. Amendment #1 to the CozyHome LLC Home Energy Retrofit Program Agreement B. Home Energy Retrofit Project Agreement

Finance Approval	Reviewed 9/8/25 BGW	
City Attorney Approval	Reviewed 9/9/25 KWC	Expenditure Required
		\$ Up to \$90,000 / FY
		Amount Budgeted
		\$ 90,000 / FY
City Manager's Recommendation	Recommend approval ABS 9/16/25	Account No. 10-5350-01-6405 (Description) Professional Services

SUMMARY STATEMENT

Background:

The Home Energy Retrofit Project launched in March of 2022 as an initiative of the city's Climate Action Plan. CozyHome LLC has been the project's partner since that time. In the summer of 2023, Request for Qualification (RFQ) No. 2023/24-003 was released for the project. CozyHome was awarded the project through the competitive evaluation process of the RFQ. The first year of the agreement was City Manager approved on October 27th, 2023, and the 2nd year of the contract was approved by City Council on September 10, 2024.

CozyHome has successfully performed weatherization and energy efficiency work across 92 homes over the past four years and builds upon the over 1,200 homes that CozyHome has contracted with since 2012. CozyHome has performed exemplary work in performing duct sealing, air sealing, home energy audits, insulation repair, weatherization, and mini-split installations over each round of the program. They have been responsive to community

member inquiries, scheduling, and servicing, and have helped establish the Home Energy Retrofit Project as a valued community program that helps serve disadvantaged community members.



Figure 1: Before and After Insulation Repair performed by CozyHome

Surveying of the participants in the first round of the project showed 85% of respondents being very satisfied, and CozyHome consistently rated high in scheduling, work performed, project results, and staff categories. On the following graph, the purple bars represented the number of instances respondents provided a score of 5 (Very satisfied) in a variety of areas. CozyHome's customer service and expertise has been well-received by the community, and they have provided strong communication, project documentation, and flexibility throughout the program years.

How satisfied were you with the following areas?

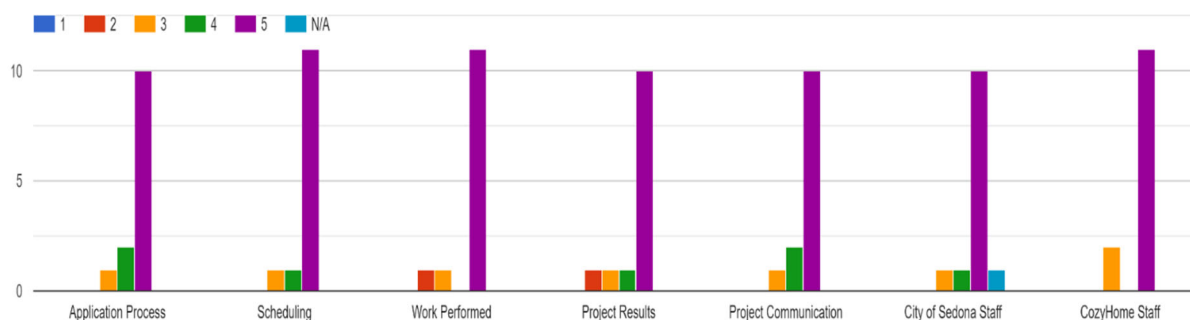


Figure 2: Home Energy Retrofit Project - First Round Survey Results

The Home Energy Retrofit Project has averaged roughly 23 households per year of the program. CozyHome has delivered on the project needs and have satisfactorily met all agreement criteria in each year of the project. Their staff has completed this work through courteous and knowledgeable interactions with community members and extensive expertise in home energy, weatherization, and building retrofits.

Amendment #1 to the Agreement will increase the not-to-exceed amount by \$90,000, to a new not-to-exceed amount of the Agreement of \$270,000.

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

The Home Energy Retrofit Project was initiated directly from ideas and actions from the city's Climate Action Plan. The project aims to reduce greenhouse gas emissions, improve equity, and enhance the livability of residences with city limits. CozyHome services under the project have led to an estimated average reduction of 1.4 metric tons of greenhouse gas emissions per household.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Do not approve the renewal of the agreement and advise to resolicit partners for the Home Energy Retrofit Project or renew for option years 3 through 5 at up to \$90,000 per year.

MOTION

I move to: approve Amendment #1 to the Agreement with CozyHome LLC for Year 3 of the Home Energy Retrofit Project in an amount up to \$90,000.

AMENDMENT #1
TO AGREEMENT FOR CONTRACTED SERVICES
Comprehensive Residential Energy Assessment and Retrofit Services
RFQ No. 2023/24-003

This Amendment to the Agreement for Contracted Services ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and CozyHome LLC, an Arizona limited liability company ("CONSULTANT") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. WHEREAS, CITY and CONSULTANT previously entered into the Agreement for home energy audits, retrofitting services to improve homeowners' quality of life, reduce utility demand and consumption, reduce associated greenhouse gas emissions for the benefit of the residents of the on or about the 31st day of October 2023; and
- B. WHEREAS, CITY and CONSULTANT agreed on September 10, 2024 to extend the Agreement from October 27, 2024 to October 27, 2025, and to fund an additional year of services in an amount not to exceed \$90,000; and
- C. WHEREAS, CITY and CONSULTANT now desire to renew the Agreement for an additional year from October 27, 2025 to October 27, 2026 and to amend the Agreement to increase the compensation for the additional year of services.

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows:

2. PAYMENT:

The not-to-exceed amount of compensation the City agrees to pay the CONSULTANT is increased by \$90,000, amending the not-to-exceed amount of the Agreement to \$270,000, subject to the availability of funds from the City.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

City Manager or City Department Head

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

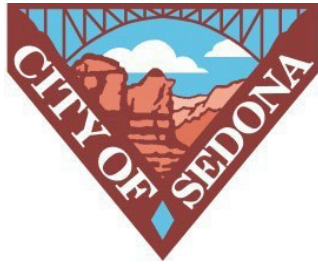
Kurt W. Christianson, City Attorney

**CozyHome LLC, an Arizona limited
liability company**

By:_____

Title:_____

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



Comprehensive Residential Energy Assessment and Retrofit Services

RFQ No. 2023/24-003

Contracted Services Agreement

CITY OF SEDEONA

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

AGREEMENT FOR CONTRACTED SERVICES

FOR

THE CITY OF SEDONA

This Agreement for Contracted Services (“Agreement”) is made and entered into this 27th day of October, 2023 (“Effective Date”) by and between the City of Sedona, an Arizona municipal corporation (“City”) and CozyHome LLC, an Arizona limited liability company, and licensed, bonded, and insured Arizona contractor (“Contractor”).

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Arizona and entitled to provide services and enter into contracts for the purpose of obtaining services or benefits which it otherwise could provide; and

WHEREAS, the City issued a Request for Qualifications on the 17th day of August, 2023 for home energy audits, weatherization and retrofitting services and Contractor was the selected respondent.

WHEREAS, the Contractor is a private contractor dedicated to maintaining a standard of excellence and service towards improving building utility efficiencies, reducing environmental impacts, and reducing utility costs for residents and entities who reside in Northern Arizona.

WHEREAS, the City desires to contract for assistance with home energy audits, retrofitting services to improve homeowners’ quality of life, reduce utility demand and consumption, reduce associated greenhouse gas emissions for the benefit of the residents of the City, and Contractor desires to provide the City certain services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, and other good and valuable consideration, the parties agree as follows:

1. **Term:** The term of this Agreement shall be from October 27, 2023, to October 27, 2024, with the option to extend for four (4) additional one (1) year terms upon agreement of the City and Contractor.
2. **Payment:** Contractor and the City acknowledge that the services and programs to be provided to Sedona residents are a direct public benefit to the City. The services benefiting the City are set forth in Section 4 below. In consideration of services provided by Contractor, the City agrees to pay Contractor in an amount not to exceed **NINETY THOUSAND DOLLARS (\$90,000.00)**, subject to the availability of funds from the City, for services provided beginning October 19, 2023, and ending October 19, 2024.

Contractor agrees to provide up to \$5,000 in home energy audits, weatherization and retrofitting services per household served. The City agrees to reimburse Contractor up to FIVE THOUSAND DOLLARS (\$5,000) per City-approved household served by Contractor. Payment will be made within 30 days of the City's receipt of an approved invoice. All households served shall not exceed the cumulative Agreement total of NINETY THOUSAND DOLLARS (\$90,000.00).

- a. Approved funding allotments per household will be agreed upon based on the area's median income (AMI) and shall not exceed the dollar limits as follows:
 - i. Households that are under 80% of the AMI would receive up to FIVE THOUSAND DOLLARS (\$5,000.00) towards home retrofitting and weatherization projects.
 - ii. Households between 80-100% of the AMI would receive up to THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) towards home retrofitting and weatherization projects.
 - iii. Households between 100-120% of the AMI would receive up to TWO THOUSAND DOLLARS (\$2,000.00) towards home retrofitting and weatherization projects.
 - iv. Households above 120% of the AMI would receive up to ONE HUNDRED DOLLARS (\$100.00) towards the completion of an energy audit.
 - v. Households below 120% of AMI who do not continue with weatherization and retrofitting services provided by this project will still have the cost of the energy audit covered as part of the funds that would have been allotted for that household.
 - vi. All requests for payment from Contractor for services rendered must include the following:
 - i. Dates of Service
 - ii. Description of services provided; and
 - iii. Fees for services
 - iv. Prior written approval by City of services rendered.

- v. vii. Initial payment will not be made to Contractor by the City until the City has received a valid, signed IRS Form W-9.

viii. Contractor shall complete and document all services rendered per Sedona household prior to invoicing the City. Contractor shall invoice the City no later than the end of the month following the month in which the work is performed.

- b. The following chart will be utilized to determine the funding level awarded per Sedona household based on the AMI:

Household size		1	2	3	4	5	6	7	8
Max. Household Income	80%	\$50,900	\$58,200	\$65,450	\$72,700	\$78,550	\$84,350	\$90,150	\$96,000
	100%	\$63,625	\$72,750	\$81,812	\$90,875	\$98,187	\$105,437	\$112,687	\$120,000
	120%	\$76,350	\$87,300	\$98,175	\$109,050	\$117,825	\$126,525	\$135,225	\$144,000

- c. Estimated costs for services rendered varies with each household depending on the size of the household, equipment, extent of problems and repairs needed, size of equipment, etc. To provide increased cost clarity, Contractor has submitted the estimated cost ranges below that the City should expect invoiced services to typically range from. The following cost ranges are for services commonly rendered by Contractor and align with agreed upon services as found in Section 4 Part VII of this document:

Service Category	Cost Range
Duct Sealing	\$500-\$1,750
Air Sealing	\$200-\$1,750
Insulation Repair	\$500-\$4,000
Lighting Upgrades	\$300-\$2,000
Mini-split Installations	\$3,500-\$6,500
Head Pump Installations	\$6,500-\$15,000

- d. Weatherization and home retrofitting rebates and incentives that currently exist at the County, State, and Utility Provider levels shall be sought after by the Contractor and utilized prior to the use of City funds. City funds for this project are to be in addition to currently available incentives that may be found at the County, State, and Utility Provider levels.

3. **Funding Obligation:** The City's obligation to provide the funding herein stated is conditioned on the availability of funds as provided in the City's annual budget, and the ultimate realization of budgeted revenues being received by the City. The City's fiscal year

ends on June 30th of each year. Otherwise, the City warrants and represents it will not reduce Contractor's funding during any period because of private donations or business received by Contractor that is generated outside of this project.

4. **Services & General Process:** Contractor shall provide the following goods and services:

- a. Contractor shall provide home weatherization and energy retrofitting services to residents of the City of Sedona to advance the City's sustainability initiatives. Services provided by Contractor under this agreement shall be applied only to homeowner occupied residences within City limits, providing a minimum standard of service to qualified applicants and the services shall include, but are not limited to:
 - i. Collection of project signup forms from prospective project applicants will occur from two different avenues
 1. Primary avenue: Participants will complete signup forms by accessing the City's website. Completed forms will be submitted to the City's Sustainability Team email and physical addresses, independent from Contractor.
 2. Secondary avenue: In the event that Contractor has direct contact with a potential project participant, Contractor may collect and submit received signup forms to the City's Sustainability Department by email or to the physical address of the City.
 - a. Contractor shall not verify or assess a participant's eligibility.
 - b. Secondary avenue is to be auxiliary and complementary of primary avenue.
 - ii. Applications received will be submitted to the City's Sustainability Team, who will verify recipient qualifications.
 1. The City's Sustainability team will evaluate signup forms.
 2. Verification of Recipient Qualifications will be assessed through information obtained on the signup form, on which applicant must report the following:
 - a. Income Level – Participant-reported on a scale of the Area's Median Income (AMI)
 - b. Homeowner Verification – Participant-reported physical address of property receiving services.
 - c. Additional information may be requested from copies of tax returns, pay stubs, utility bills, property deeds etc. to assess an applicant's responses and qualifications. This information will be found within signup form documentation and is independent of this agreement.
 - iii. Submit applicant signup forms to the City Sustainability Team for review if application delivered to Contractor. The City shall attempt to review applications and provide notice in a timely manner.
 1. The City shall notify applicants of evaluation outcomes, and approved applicants should be contacted to confirm applicants' awareness of project scope and services.
 - iv. Perform an energy audit of every approved household receiving services under the Home Energy Retrofit Project.

- v. Report results of the energy audits to the City's Sustainability Team.
 - vi. Contractor shall prepare, upon request from the City, a price proposal for a given project. The scope of work for each individual household will vary, but work shall be consistent with the kind of work described in article vii below.
 - vii. Upon agreement of services to be rendered with a homeowner and approval by the City. Provide home weatherization and retrofitting services for approved homeowner occupied residences which may include but not limited to:
 - 1. Duct sealing
 - 2. Air Sealing
 - 3. Insulation repair
 - 4. Lighting upgrades
 - 5. Mini-split installations
 - 6. Heat pumps installations
 - viii. Provide a post services energy audit or outcome calculations report to City Sustainability Team. Initial energy audit can be submitted with outcome report.
 - ix. Throughout duration of the project, coordinate with City staff for project outreach, reporting, and resident participation.
 - 1. Provide project photographs for inclusion in City outreach and reporting materials.
 - x. Provide yearly and end of contract review of Home Energy Retrofit Project to identify successes, challenges, and future opportunities.
 - xi. Provide an outreach and contact page related to the Home Energy Retrofit Project on Contractor's website.
 - b. Contractor will provide appropriate notice to City staff prior when conducting outreach events and posting outreach on social media.
5. **Financials:** Contractor shall use City funds only for purposes in relation to home weatherization and retrofitting services and provide written accounting to the City describing the manner and use of City funds at the City's request. The City shall have the right to audit the books of Contractor at all reasonable times for the purpose of confirming the expenditures of City funds with reasonable notice to Contractor.
6. **Project Disagreements with Homeowners:** In the event that a disagreement on selected services rendered occurs between Contractor and a homeowner, attempts should be made between Contractor and the homeowner(s) to collaborate and identify alternative project solutions in good faith. If all attempts have been exhausted and a disagreement on services rendered still exists, the City will favor the expertise of Contractor in identifying solutions and services provided to the home that would provide the most effective utility cost savings, emissions reductions, and home livability.
- a. If an agreement cannot be made on services to be rendered for the respective household, Contractor and the City are not obligated to continue weatherization and retrofitting services. No services are required to be provided to a respective household. Only agreed upon services will be permitted.

7. **Applicant Misreporting:** In the event that an application has been deemed invalid, does not meet project income and homeowner verification, or is misreported and/or falsified information is present, Contractor will not be held liable for applicant errors, application disqualification or rejected determinations, or any other scenario where an applicant has been deemed to misrepresent or misreport on forms and activities relating to the Home Energy Retrofit Program.
8. **Service Costs Considerations:** After a home energy audit has been performed, the total monetary amount of weatherization and retrofitting services needed to fully restore a home to optimal efficiency may exceed the funding from City sources and from external rebates. Homeowners participating in this program will not be obligated to perform all recommended services that exceed funding allotments. Participants in the program will be allowed to proceed with weatherization and retrofitting services up to the amount of total funding available.
9. **Reporting to City:** Contractor shall provide status/performance reports yearly and at the end of each contract term that will include statistics related to the Home Energy Retrofit Project as a result of the home energy and retrofitting services provided by Contractor's staff on behalf of the City. Upon the request of the City Council or City Manager, Contractor will provide an annual presentation to City Council on the activities and accomplishments of the agency and the service provision within the City of Sedona.
10. **Termination:** Either party may terminate this Agreement, without penalty, upon 30 days written notice to the other. Upon such termination, the parties shall assess the services rendered to the date of termination and the City shall make any necessary payment, or Contractor shall make any necessary reimbursement as may be required so that payment for the services rendered to the date of termination shall have been paid by the City.
11. **Legal Compliance:** 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.
12. **ADA:** Contractor must conform to the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) (ADA) and the Rehabilitation Act of 1973, as amended. This includes prohibiting discrimination against the handicapped in employment, programs, services and activities and making reasonable accommodations to allow their full and equal access to all such employment, programs, services, and activities. Contractor shall comply with all other federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.
13. **Legal Compliance; Venue; Jury Trial Waiver:** Contractor agrees to comply with all Federal, State, local and City laws or regulations applicable to Contractor's business or services or to the performance of these services. This Agreement shall be governed by and enforced using the law of the State of Arizona. 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 Yavapai County, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

14. **Liability:** The City shall not be liable for any act or omission occurring in Contractor's performance of this contract. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, demands, claims or damages to persons or property, and losses of whatever nature, arising out of or resulting from any services performed under this contract by Contractor or Contractor's negligence or misconduct.

- a. Contractor will provide the City with proof of liability insurance in an amount acceptable to the City.
- b. The City shall have no liability under this contract beyond payment of fees, not to exceed the stated amount, for services rendered. Contract payments to be made under this contract are contingent upon the availability of funds to the City, authorized for expenditure in the manner and for the purpose of home weatherization and retrofitting services described.
- c. Contractor shall require each approved participant to sign and provide a waiver of liability that indemnifies the City for participation in the home energy audits, weatherization and retrofitting services.

15. **INSURANCE.**

a. General:

- The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:
- Worker's Compensation Insurance:
 Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
 Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
- Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate for the project.
- Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION

DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

- Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.
- b. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- c. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.
- d. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336 ATTN:
City Clerk
- e. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- f. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all

documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

- g. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - h. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
- 16. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
 - 17. **Registered Contractor:** Contractor agrees to maintain Bonded and Insured licensing under State of Arizona Requirements for contractors in its field of service.
 - 18. **Performance:** Contractor agrees to provide a specific product which consists primarily of development and delivery of home weatherization and retrofitting services. The City does not have the authority to control the actual work of Contractor, but the City may establish deadlines for delivery and standards for the quality of work.
 - 19. **Non-Assignment:** This agreement is non-assignable. Any attempt to assign any of the rights, duties, or obligations of this Agreement is void.
 - 20. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
 - 21. **Written Changes:** This Agreement contains the entire Agreement of the parties with respect to the subject matters hereof and it may be amended or modified only by an instrument in writing signed by both parties.

- a. Written notices to City shall be sent to:

City Manager
City of Sedona
102 Roadrunner Drive Sedona,
AZ 86336

b. Notices to Contractor, shall be addressed to:

CozyHome LLC
Eli Chamberlain
2700 S Woodlands Village Blvd Ste 300-375
Flagstaff, AZ 86001

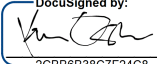
22. Independent Contractor:

- a. The parties agree that Contractor provides specialized services, and that the Contractor enters this agreement with the City as an independent contractor. Nothing in this contract shall be construed to constitute that Contractor, nor any of its personnel, volunteers, or directors, are agents, employees, or representatives of the City.
- b. As an independent contractor, Contractor is solely responsible for all labor and expenses in connection with this agreement and for any and all damages that may arise during the operation of this Agreement.
- c. As an independent contractor, Contractor is not entitled to Workers' Compensation benefits from the City. Contractor shall be responsible for obtaining any required business registration or license required for performance of this contract, as well as any tax liability created by the Agreement.
- d. Contractor shall carry appropriate insurance and shall indemnify and hold the City and its officials, employees and agents harmless from any and all claims, demands, actions and causes of action (including administration or alternative dispute resolution proceedings) penalties or costs (including attorneys' fees) or liability for damages for personal injury or property damage resulting from the acts or omissions of Contractor's officers, directors, agents, employees, or volunteers, in connection with this agreement or in any way arising from the activities or services of Contractor as set forth in this agreement. Contractor shall provide a copy of the insurance certificate, which lists the City of Sedona as an additional insured, to the City Manager's Office prior to the first installment release.
- e. It is understood and agreed that Contractor is free to contract with other parties or to otherwise provide additional services.

(Signatures to follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

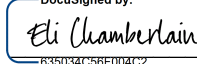
CITY OF SEDONA, ARIZONA

By: 
2CBB6B38C7F24C8...

City Manager

Date: 10/31/2023

CONTRACTOR

By: 
635034C56F004C2...

Owner

Date: 10/31/2023

ATTEST:


F3F3974389784E3...

City Clerk

Date: 10/31/2023

APPROVED AS TO FORM:


DA6BB971B6AF411...

City Attorney

Date: 10/31/2023



CITY COUNCIL AGENDA BILL

AB 3251
September 23, 2025
Consent Items

Agenda Item: 3g

Proposed Action & Subject: Approval of a Resolution for the U.S. Forest Service's AZ State Parks OHV grant application sponsored by the City of Sedona.

Department	Public Works Kurt Harris/ Transit Amber Wagner & Tyler Kamarata
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	August 26, 2025
Exhibits	A. Resolution

Finance Approval	Reviewed 9/8/25 BGW	
City Attorney Approval	Reviewed 9/9/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Recommend approval ABS 9/16/25	Amount Budgeted
		\$ N/A
		Account No. (Description)

SUMMARY STATEMENT

Background: The City of Sedona is partnering with the U.S. Forest Service to sponsor their application to the AZ State Parks Off-Highway Vehicle (OHV) Competitive Grant Program. The grant funds will go towards the Broken Arrow Trailhead Improvement Project. The grant application has been submitted as of 8/28/25 after receiving approval from Council on 8/26/25.

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 No. 2025-__ for the AZ State Parks OHV Grant application, acceptance and expenditure, in which the City of Sedona served as a sponsor for the U.S. Forest Service.

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING APPLICATION, ACCEPTANCE, AND EXPENDITURE OF A
AZ STATE PARKS OFF-HIGHWAY VEHICLE (OHV) COMPETITIVE GRANT
PROGRAM IN PARTNERSHIP WITH THE U.S. FOREST SERVICE FOR THE
BROKEN ARROW IMPROVEMENT PROJECT.**

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

Section 1. Approves the filing of an application for motorized or non-motorized assistance;

Section 2. Certifies that the application is consistent and compatible with all adopted plans and programs for motorized/nonmotorized trails facility development; and

Section 3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Parks as a part of the application process; and

Section 4. Certifies that City of Sedona will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and

Section 5. If applicable, certifies that City of Sedona has matching funds; and

Section 6. Appoints the City Manager as agent of Sedona City Council to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

Section 7. Authorizes and approves the acceptance and expenditure of the AZ State Parks Off-Highway Vehicle (OHV) Competitive Grant Program in partnership with the U.S. Forest Service for Broken Arrow Improvement Project.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this ____ day of _____ 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 3264
September 23, 2025
Consent Items**

Agenda Item: 3h

Proposed Action & Subject: Approval of the Western Gateway Master Plan Contract Revision to Dig Studio, Inc. in an amount not-to-exceed \$106,921.

Department	Community Development/Steve Mertes and Cari Meyer
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	July 9, 2024 – Original Dig Studio Contract Approval
Exhibits	A. Original Contract B. Contract Revision

Finance Approval	Reviewed 9/8/25 BGW	
City Attorney Approval	Reviewed 9/9/25 KWC	
City Manager's Recommendation	Recommend approval ABS 9/16/25	
		Expenditure Required
		\$ 106,921
		Amount Budgeted
		\$ 0.00
		Account No. BLIT from 10-5310-31- (Description) 6405 (W.G. Implementation Plan)

SUMMARY STATEMENT

Background: The proposed 12-month Western Gateway Master Plan process started in September of 2024 and expanded beyond the original scope of the contract as the level of complexity grew. The increases in the scope included the originally proposed bi-weekly meetings with staff increasing to weekly meetings, and the number of stakeholder meetings, public outreach meetings, public meetings with P&Z and City Council, concept designs and revisions have also increased. Other additions to the scope include extra design elements such as base elevations and view sheds along with street-level elevations and views. These increases in scope have necessitated an increase in requested services from our consultant Dig Studio, Inc. This contract revision will allow the City and Council to better vet and consider the input from our residents and to better understand the benefits of the future, final proposed master plan.

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

Board/Commission Recommendation: ☐ Yes - ☐ No - ☒ Not Applicable

Alternative(s):

MOTION

I move to: approve the Contract Revision to the professional services contract with Dig Studio, Inc. for continued services for the Western Gateway Master Plan process in an amount not-to-exceed \$106,921, subject to approval of a written contract by the City Attorney's Office, and to approve the transfer of funds in the amount of \$106,921 to support the contract amount.

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

This Professional Services Agreement ("Agreement") is made and entered into on this 15th day of July, 20 24 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Dig Studio, Inc.** a Colorado Corporation ("CONSULTANT").

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **Cultural Park Master Plan** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into

any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

- C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$254,242**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.
4. **PROFESSIONAL RESPONSIBILITY.** CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.
5. **COMPLIANCE WITH LAW.** It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. INSURANCE.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:
 2. Worker's Compensation Insurance:
 - Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
 - Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
 3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
 5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.
- D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits

are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

- E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
 - F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
 - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. **TERM; TERMINATION.**
- A. Term. This Agreement shall terminate on **September 30, 2025**, or at such time as the work in the Scope of Work is completed, whichever occurs first.
 - B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If,

however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
 - E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.
14. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
 - B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or

maintenance of any structure, building or transportation facility or improvement to real property.

- D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
 - E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
 17. **DELAYS.** CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
 18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
 19. **CONFLICT OF INTEREST.** From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE.** Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Steve Mertes
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Dig Studio, Inc.
Attn: Jeff Lothner
3003 N. Central Ave, Suite 800
Phoenix, AZ 85012

21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.
22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.
24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

DocuSigned by:

Anette Spickard

28E2EB04E4F84B8
Anette Spickard, City Manager

ATTEST:

DocuSigned by:

JoAnne Cook

AF3F35Z4289794FE3
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Kurt Christianson

DA6BB971B6AF411
Kurt W. Christianson, City Attorney

DIG STUDIO, INC.

DocuSigned by:

By: *Jay Hicks*

E507CABFB8A341F...

Title: Senior Principal

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

EXHIBITS

Exhibit A

- ☒ Scope of Work and Associated Costs.

Exhibit B

- ☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- ☒ Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

Dig Studio Inc.
3003 N. Central Ave, Suite 800
Phoenix, AZ 85012
T: 602.595.4101
digstudio.com



To: Ian Coubrough, Procurement Officer, City of Sedona
From: Jeff Lothner, Principal, Dig Studio
Jay Hicks, Principal, Dig Studio
Date: June 26, 2024
Subject: Proposal for Professional Services for the City of Sedona Cultural Park Master Plan

Dear Ian,

Dig Studio is pleased to present The City of Sedona (City) the following Scope of Services to provide Professional Services for the Cultural Park Master Plan. This will include thorough site evaluation and existing conditions assessments, stakeholder engagement, public involvement, planning, visioning, and a high-level implementation plan.

Dig Studio anticipates this contract to begin **August 5th, 2024 and extend to 52 weeks (356Calendar Days) to August 4th, 2025.** The current project schedule dates listed throughout are based on correspondence with the City of Sedona and may be modified with Client approval. The total number of meetings is identified in the Deliverables section under each task. For the professional services described in the following Scope of Work, Dig Studio proposes the following Professional Fee, to be completed on a Time and Materials Basis.

Scope and Fee for services to be provided by Dig Studio and Design Team

Our Team's proposed services include the following:

- **Project Management of consultant team, administrative tasks, and project design deliverables** by Dig Studio
- **Information Gathering and Analysis** by Dig Studio
- **Public Participation** by Dig Studio, Barnhart, and RSP
- **Analysis and Evaluation** by Dig Studio and RSP
- **Alternative Concept Analysis** by Dig Studio and RSP
- **Final Master Plan Report** by Dig Studio
- **High-Level Traffic Trip Generation Analysis** by Lokahi

Detailed Scope of Work:

Task 1 – Project Management – 12 Month Timeframe

The scope and deliverables outlined in Task 1 highlight a highly collaborative project and a team-oriented approach with an engaged and interactive project management style.

Task 1.1 – Project Management. Dig Studio shall establish a project management system to provide adequate scope, schedule and budget control and be responsive to input from the City. Dig Studio shall track all project correspondence within the team and with the City to ensure project progress, direction, and details are recorded for clear and open communication as well as, informed decision making. Dig Studio will submit timely and properly formatted invoices to the City Project Manager and Contracts Manager.

Coordination of All Submittals. Dig Studio shall coordinate the formatting and delivery of each submittal as required per task; both digital and hardcopy, as outlined in this proposal. As project manager Dig will coordinate all sub-consultants’ deliverables and submittals; both individual and team wide.

Task 1.2 -1.3 – Project Meetings. Dig Studio shall arrange for a **Kickoff Meeting (1)** through the City Project Manager. This meeting shall serve to clarify the lines of communication and other administrative details. Dig Studio’s Design Team shall then meet with the City for **Bi-Weekly Scheduled Project Meetings (206)** to report project progress, identify key issues, and review schedule, work completed, and deliverables status. Dig Studio will coordinate with the City of Sedona to schedule meetings and create meeting agendas. Meeting minutes documenting the decisions made and action items shall be prepared by Dig Studio and submitted to the attending parties.

Task 1.4 – Detailed Project Work Plan. Dig Studio shall maintain a project schedule showing project meetings, project deliverables, and the major milestones required by the City. The schedule shall be updated on a monthly basis.

Task 1 Deliverables:

Meetings with Client: (27 Total Meetings)

- Project Kick-Off Meeting (1)
- Project Design Meetings w/ City (26 Total)

Project Schedule

- Create and Maintain Project Schedule through Final Plan Deliverable

Task 2 – Information Gathering & Analysis

Task 2.1 –Stakeholder Interviews

Internal engagement with the City will include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on potential programs and services provided within the Park. These meetings are anticipated to be hosted and organized by City. We plan to assist and facilitate these in person meetings with:

- City of Sedona Planning and Cultural Park Team members
- Planning and Zoning Commission
- City of Sedona Council Members
- Various Regional Agencies
- Event Organizers
- Chamber of Commerce
- Neighboring Educational Institutions
- Adjacent Property Owners
- Park Maintenance + Operations Staff
- Others To Be Determined

Sedona Cultural Park Master Plan

Task 2.2 – Plans and Previous Studies Review

Review City’s existing plans and policies which are relevant to the Cultural Park. This includes the Sedona Community Plan, Western Gateway CFA Plan, and the Sedona Land Development Code (LDC).

Task 2.3 – Site Data Gathering

Dig Studio will perform field surveys of the Cultural Park elements to document current site, structures and infrastructure conditions. The assessment will include existing park amenities, facilities, open space, and viewshed analysis. This analysis will consider examples of multi-family development on terraced hillside and mixed-use development in other communities, to help planning process participants understand some of the key issues and opportunities and help them to visualize a range of scales and types of development that might be considered for this plan.

- Ground Surveys and GIS Data Collection
- Vegetation and Natural Feature Inventory
- Architectural Studies
- Identify existing transportation infrastructure adjacent to the park including trail, road, bike, and pedestrian networks.
Assess public transit connection and integration
- Program Analysis

Task 2.4 – Summary Presentation

The Team will organize all the people and place research completed in Task 2.1-2.3 into sequence of presentation segments, for use in subsequent community meetings. We will provide these to City in draft form for review and comment and will refine them into final memorandum that summarizes input the Team received about the Cultural Park during Task 2.1.

Task 2 Deliverables:**Design Team Deliverables**

- Stakeholder Meetings (8 total, in person meetings will be those with stakeholder groups)
 - List to be finalized with the City of Sedona
 - Dig to provide to interview summaries
- Existing Conditions and Site Analysis Report; including a summary of existing park amenity conditions.
- Relevant Code and Previous Studies Review Summary

Task 3 – Public Participation**Task 3.1 – Public Engagement Program**

The Master Plan Team will work with the City of Sedona Project Manager to develop a robust public involvement plan for Cultural Park that will feature a variety of outreach methods. As we develop a Public Engagement Strategy with the City, we will discuss both virtual and in-person options, identify key community members and collaborators, develop a schedule for the promotion and coordination of public input events, and identify specific stakeholder interview and focus group questions.

Task 3.2 -3.3 – Online Outreach, Website and Engagement Portal

Dig will prepare a project fact sheet, graphic and text content that will be put on City’s web page in order to provide updates about the project and/or solicit input from the public about the project.

Dig will also generate content for the City to send through the City’s social media platforms such as Facebook, Instagram and other platforms the City deems appropriate. The social media content will be centered around elements of the Master Plan and progress being made. A social media calendar will be developed so the team can organize post content in a systematic way and strategically aim to deliver the appropriate content at the appropriate times during the Master Plan process.

Sedona Cultural Park Master Plan

The Master Plan team will develop a general open link survey to gather public and stakeholder input as it relates to the Cultural Park Master Plan. The survey will be disseminated by email, hosted on the City's website, available at community events, and on Master Plan information pieces posted at key community gathering areas. For example: posters with Master Plan information and survey (QR code), posted at places where the community typically gathers, such as grocery stores, community centers, libraries, etc.

Task 3.4 –Public Outreach Meetings and Community Workshops

Our Team will define the details as well as determine the workshop format – these will be developed in close consultation with the City – the objective and result is to provide and receive information on all the main topics in an organized manner, so that we leave the workshop with a clear idea of the community's preferences, concerns, and priorities. These techniques will be accessible to all community members and foster community buy-in and ownership of the final plan

Community Workshop #1 - We will work closely with City staff to schedule and organize the meeting and will prepare flyers and web announcements for publicizing this initial community meeting. In this workshop we will present background information –an overview of the Plan Area and primary goals, an overview of Verde Valley Existing Conditions and Gap Assessment, an overview of mixed-use residential development in general. Alternatively, we can organize discussions by topic at stations around the room to allow people to focus on subjects of most interest to them.

Community Workshop #2 - Based upon the input received during the online survey and community during meeting #1, Dig will present the recommendations and three (3) conceptual plans, and will invite questions and discussion. The details of the community meeting format would be worked out in consultation with City staff, but its main elements would include:

- Summary presentation of the online survey results and main points of stakeholder input to date
- Presentation of 3 conceptual Plans
- Small group discussions focused on specific areas of focus, i.e. Housing type, Public Realm Character, Massing and Design, to name a few
- Findings will be reported and common themes/next steps will be identified

Community Workshop #3 - Dig will provide the recommendations derived from the previous meetings, the three (3) conceptual plans, and the preferred Master Plan Option. The details of the community meeting format would be worked out in consultation with City staff.

Task 3 Deliverables:

Meetings with Public, City & Stakeholders: (15 Total Meetings)

- Public Participation Plan
- Public Meetings (3 total)
 - Information Gathering (In Person)
 - Initial Alternatives and Strategies Review (In Person)
 - Final Master Plan Presentation
- Planning and Zoning Commission + City Council (2 Total)

Design Team Deliverables:

- Presentation Graphics for Public Meetings
- Public Meeting Summaries

Task 4 – Analysis and Evaluation

Task 4.1 – Land -use Policy and Regulatory Analysis

Dig and Team will review the City Community Plan, Western Gateway CF, the LDC, all applicable federal, state and local laws, and

Sedona Cultural Park Master Plan

will prepare a short report and presentation summarizing policies, programs, regulations and actions that are supportive of or potentially in conflict with the objective of fostering sufficient housing supply and mixed-use development within the Plan area, preserving viewshed to the north, and maintaining access to trails and national forest. Maps and diagrams will be prepared illustrating these findings.

Task 4.2 – Existing Conditions Mapping and Analysis

Dig will integrate topographic surveys provided by City, and other analysis as appropriate. We will photo document the Plan Area and prepare a unified planning base map of the Plan Area and vicinity, based on GIS data and on satellite photography and mapping data. Base maps will be prepared in AutoCAD and Adobe Illustrator formats for use by the Team throughout the plan preparation process.

This analysis will consider examples of multi-family development on terraced hillside and mixed-use development in other communities, to help planning process participants understand some of the key issues and opportunities and help them to visualize a range of scales and types of development that might be considered for this plan.

Dig will also prepare a sequence of analytical diagrams that clarify existing architectural and development patterns in Sedona and surrounding the Plan Area. Topics addressed will include existing block and street network patterns, existing building footprint patterns, existing building heights and massing types, existing parking lots and existing design character. Photography of existing development, streetscape and public spaces will be included.

Task 4.3 – Planning and Design Principles

Based on the analysis described above, input from public participation, stakeholder interviews, and through consultation with City staff, the Team will prepare an organized set of planning and design principles. These principles will be based on the values of the current City Community Plan and Western Gateway CFA, on the essential and historic nature and character of Sedona, on current best practices for higher-density, mixed-use and attainable residential development, and will seek to begin to synthesize and balance these and other factors toward a vision for the Plan Area.

Task 4 Deliverables:

- Base Map – AutoCAD, Illustrator, GIS
- Architectural Diagrams & Precedent
- Planning and Design Principles

Task 5 – Alternative Concept Analysis

Task 5.1 – Visioning, Conceptual Plans, Diagrams, and Illustrations

Based on initial rounds of public outreach and input, seen and learned through analysis, stakeholder interviews and community meeting #1, we will propose a series of concepts, including housing and mixed-use development types and adaptive reuse possibilities, streetscape, mobility, connectivity and public realm improvements, and trail and national forest access points design. An important step in this work will be a half- or full-day charrette in our Phoenix office, in which our full Team will work rapidly and collaboratively to generate an initial set of building form alternatives, public realm plan alternatives, and network and connectivity alternatives.

We would invite City staff representatives to join us for portions of this working session or can later brief staff on the results. After reviewing these concepts and interventions with Staff, we will illustrate these concepts and suggestions through a variety of media, including hand sketches, neighborhood diagrams, 3D modeling, and photographs of precedents that illustrate building and public space typologies and design character that may play a role in the plan. Then, depending on direction from City staff, we will finalize the concepts into three (3) conceptual plans and share these concepts with key stakeholders prior to presenting them at community meeting #2. The Alternative Conceptual Plans will include the previously mentioned site plans, photos, graphics, tables, matrices, and other methods for facilitating easy use and understanding of the plans.

Our team will develop a comprehensive plan that develops strategies to preserve, enhance or transform existing park amenities,

Sedona Cultural Park Master Plan

facilities, open spaces and trails. We will build defensible recommendations for thoughtfully integrated development, park amenities and facilities to respond to future demands. Our team will recommend updates to existing park site that identifies and prioritizes recommendations and modifications to existing park programs, amenities, facilities, open space system and connectivity.

Task 5.2 – Planning & Zoning Commission / City Council Study Session(s)

We anticipate that the initial three (3) conceptual plans will receive input from the Planning & Zoning Commission / City Council and may take the form of a study session, or two successive study sessions. We find these to be valuable forums that allow an open discussion of the possibilities, enabling us and the public to get a clear sense of the direction and preferences coming from the City leadership, and allowing the leadership to hear the community concerns and aspirations. We listen very carefully to the feedback we receive, refining and adjusting our suggestions and developing alternative conceptual plans in response to the on-going community conversation. Dig Studio anticipates a total of two (1) Planning and Zoning Commission Presentation and (1) City Council Work Session Presentation. Dig Studio will produce graphics, assist with presentations, and record feedback.

Task 5.3 – Architectural Typology Studies

Our team will develop a variety of Architectural typologies that respond to the site, current plans, priorities and provide a high-level plan for implementation. This will also include high level design guidelines providing vision, precedent, and material look and feel.

Task 5.4 – Open Space Management Policy Recommendations

Our team will develop a high-level plan that includes strategies and priorities for Open Space within the Cultural Park, as well as connectivity to adjacent open space, trails and recreation programs and services.

Task 5.5 – Implementation Plan

Our team will develop a high-level implementation plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the Cultural Park, open space, trails and recreation programs and services.

Task 5.6 – Partnerships Recommendations *If Applicable

Our team will identify key Partners in program and governance, these would be in response to findings from Task 5.8.

Task 5.7 – Areas of Service Recommendations (Future Projections) *If Applicable

Our team will inventory priorities and services currently provided, and provide a high-level needs assessment based upon our Community workshops and findings from Task 5.8.

Task 5.8 – Programming Plan based on Demand Analysis

Dig Studio will assess Cultural Park program based on anticipated demand. The design team will incorporate data and analysis into graphic formats for discussion with the City Staff, and other involved entities.

Task 5 Deliverables:

- 3 Concept Plans – AutoCAD, Illustrative Plans
- Planning & Zoning Commission and City Council Work Session Presentation Graphics
- Architectural Typologies and Precedent
- Implementation Diagram
- Programming Plan

Sedona Cultural Park Master Plan

Task 6 – Final Master Plan Document

The culmination of our collaborative journey with the City of Sedona in shaping the future of the Cultural Park, will be the creation of the Final Master Plan Document. This document will encapsulate the collective vision, thoughtful analyses, and strategic planning efforts dedicated to revitalizing and sustaining the park.

Task 6.1-6.4 – Final Master Plan Preparation

Dig will compile input from Task 1 through Task 5.8 and finalize the conceptual plan that receive the most community support and with the best chance of market-drive implementation, based on feasibility evaluation from our Team and City into the final master plan. This Plan is essentially a “preferred alternative” that still has a range of contingent sub-alternatives that will allow the plan to respond to market conditions over time. The Final Master Plan will include a conceptual plan for new development, table and matrices of the plan, public realm and connectivity diagrams and illustrations, and clear descriptions and illustrations of the range of development types and the scales and characters of development and to be enabled by current or updated zoning if applicable. The Final Master Plan will be presented with City, Planning & Zoning Commission and City Council, and other involved parties identified by City, below we present an early draft overview of the key elements that will be included in the **Final Master Plan Document**.

Introduction

- Executive Summary of Tasks

Existing Conditions and Analysis

- Diagrams of the existing conditions including all aspects of the park site; including but not limited to program, connectivity, physical, built and natural features, and utilities.

Public Participation Summary

- Overall Summary of Stakeholder and Public Engagement

Master Plan Recommendations

- Vision Statement + Project Goals
- Graphics depicting overall vision and direction for the future of the Cultural Park:
 - Overall Master Plan Options (3)
 - Proffered Overall Master Plan Option
 - Site Diagrams
 - Vehicular Circulation + Parking Diagram
 - Pedestrian Circulation
 - Programming + Amenities Diagram
 - Building and Structures

Implementation Plan

- High-Level implementation matrix including priorities, high level budget analysis and funding mechanism recommendations.

Task 6 Deliverables:

- Final Master Plan Document
- Presentation Materials

Sedona Cultural Park Master Plan

Fee Proposal:

For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following Professional Services Fee, to be billed on a time and materials basis.

TASK NUMBER	TASK NAME	DESIGN FEE
Task 1	Project Management	\$ 28,540
Task 2	Information & Data Gathering	\$ 19,960
Task 3	Public Participation	\$ 17,290
Task 4	Analysis and Evaluation	\$ 18,050
Task 5	Alternative Concept Analysis	\$ 26,720
Task 6	Final Master Plan Document	\$ 38,690
DIG STUDIO PROFESSIONAL SERVICES T+M FEE:		\$ 149,250
SUB-CONSULTANT	PRIMARY SCOPE	DESIGN FEE
RSP	Architecture & Planning	\$ 61,052
Banhart	Public Engagement	\$ 13,000
Lokahi	Traffic (OWNER REQUESTED SERVICE)	\$ 3,990
SUB-CONSULTANT PROFESSIONAL SERVICES T+M FEE:		\$ 78,042
SUB TOTAL DESIGN TEAM PROFESSIONAL SERVICES T+M FEES (Tasks 1-6):		\$ 227,292
EXPENSES ALLOWANCE		\$ 2,500
ADDITIONAL TRAFFIC ANALYSIS ALLOWANCE		\$ 1,950
CITY CONTINGENCY ALLOWANCE		\$ 22,580
TOTAL DESIGN TEAM PROFESSIONAL SERVICES T+M FEES + ALLOWANCES:		\$ 254,242

Excluded Services (Not in Scope)

- See exclusions throughout scope document, including subconsultants, for more detail. Services in addition to Dig Studio’s Scope of Work, when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional Services shall include, but are not limited to the following:
- A. ADDITIONAL MEETINGS - meetings in excess of those indicated in each stage of the Scope of Work, including Community Outreach.
 - B. DELAYS AND TIME EXTENSIONS beyond the duration listed above or due to issues out of the consultant’s control.
 - C. GEOTECHNICAL analysis is not part of this scope
 - D. STATISTICALLY VALID SURVEY, NEEDS ASSESSMENT AND GAP ANALYSIS are not part of this scope.
 - E. TOPOGRAPHIC SURVEY is to be provided by the City and is not part of the base scope.
 - F. OTHO IMAGERY is not included as part of this project.
 - G. BATHYMETRY is not included as part of this project.
 - H. RESOURCE MANAGEMENT POLICY RECOMMENDATIONS for Highlands Ditch, Trails, and Pasture Management are not part of this Scope.
 - I. DETAILED FUNDING STRATEGIES are not part of this Scope. Implementation Plan is to remain high-level..
 - J. DETAILED BUILDING DESIGN is not included within Scope.
 - K. TRAFFIC STUDY is not included in Scope.
 - L. HYDRAULIC ANALYSIS AND MODELING is not included within Scope.

Sedona Cultural Park Master Plan

Dig Studio Billing Rate Table:

Category	Amount
Sr. Principal	\$ 230
Principal II	\$ 210
Principal I	\$ 185
Sr. Landscape Architect	\$ 160
Landscape Designer III	\$ 135
Landscape Designer II	\$ 115
Landscape Designer I	\$ 110

Reimbursable Expenses:

- Printing, reproduction, postal delivery, travel, mileage, and meals will be billed at cost and will not exceed \$10,000 for the full design team. Payment will be based on progress billings and reimbursable schedule as defined in Scope of Services above. Dig has estimated the basic deliverables and costs associated with travel for in-person meetings specified within scope outlines above.
- Any approved reimbursable expenses will be paid at the actual cost without any markup.

Attachments:

- 1) Detailed Fee Schedule
- 2) Detailed Subconsultant Scope and Fee:
 - a) Lokahi

These fees are based on our current understanding of the project and desired scope of services, and we would appreciate the opportunity to further tailor the scope and fee to best meet your project requirements.

Sincerely,



Jeff Lothner, PLA
Principal, Dig Studio, Inc.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com														
INSURED Dig Studio Inc. 1521 15th St Denver, CO 80202	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Travelers Casualty Ins Co of America</td> <td data-bbox="1437 451 1572 478">19046</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Travelers Casualty and Surety Company</td> <td data-bbox="1437 478 1572 506">19038</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Charter Oak Fire Insurance Company</td> <td data-bbox="1437 506 1572 533">25615</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D : Berkley Insurance Company</td> <td data-bbox="1437 533 1572 560">32603</td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty Ins Co of America	19046	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6803K78390223	11/26/2023	11/26/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒	☒	6803K78390223	11/26/2023	11/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	☒	☒	CUP3K78438223	11/26/2023	11/26/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒	UB3K50973A	11/26/2023	11/26/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made			AEC907233106	11/26/2023	11/26/2024	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Sedona Attn: City Clerk 102 Roadrunner Drive Sedona, AZ 86336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. 30 Day Notice of Cancellation applies in favor of Certificate Holder. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: Cultural Park Master Plan.
Additional Insured: City of Sedona.

Certificate Of Completion

Envelope Id: F807BF76D3CA46FB8144C65A44F51B0C

Status: Completed

Subject: Please DocuSign: PSA - DIG Studio Cultural Park Master Plan

Source Envelope:

Document Pages: 22

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ian Coubrough

AutoNav: Enabled

icoubrough@sedonaaz.gov

Envelopeld Stamping: Enabled

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icoubrough@sedonaaz.gov

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Pool: Carahsoft OBO City of Sedona

Location: DocuSign

Signer Events**Signature****Timestamp**

Ian Coubrough

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icoubrough@sedonaaz.gov

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Procurement Officer

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Jay Hicks

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jay@digstudio.com

Jay Hicks

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Senior Principal

Signed: 7/15/2024 7:52:59 AM

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(None)

Signature Adoption: Pre-selected Style

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Kurt Christianson

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Sent: 7/15/2024 7:53:01 AM

kchristianson@sedonaaz.gov

Kurt Christianson

Viewed: 7/15/2024 10:53:27 AM

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(None)

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Electronic Record and Signature Disclosure:

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Anette Spickard

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Sent: 7/15/2024 10:53:38 AM

aspickard@sedonaaz.gov

Anette Spickard

Viewed: 7/15/2024 10:54:30 AM

City Manager

Signed: 7/15/2024 10:54:38 AM

City of Sedona

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Completed	Security Checked	7/15/2024 11:15:16 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Sedona (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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To contact us by email send messages to: chardy@sedonaaz.gov

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- ii. send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Carahsoft OBO City of Sedona as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Sedona during the course of your relationship with Carahsoft OBO City of Sedona.

**AMENDMENT # 1
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment to the Professional Services Agreement ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Dig Studio, Inc., a Colorado corporation ("CONSULTANT") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date").

RECITALS

A. WHEREAS, CITY and CONSULTANT previously entered into an Agreement for CONSULTANT to perform certain professional consulting and coordinating services for CITY, in connection with Cultural Park Master Plan (the "Project") on or about the 15th day of July, 2024; and

B. WHEREAS, CITY and CONSULTANT now desire to amend that Agreement to revise the scope of work, increase the not to exceed amount of compensation, and extend the term.

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows:

1. SCOPE OF WORK.

A. Scope of Work.

The "Scope of Work" attached as Exhibit A to the Agreement is amended as specified in **Exhibit A, Applicable Sections & Compensation as Amended**. Exhibit A is attached hereto and incorporated by this reference.

2. COMPENSATION; BILLING.

A. Compensation.

The not to exceed amount of compensation the City agreed to pay the CONSULTANT is amended from \$254,242 to **\$361,163**.

Exhibit A, Applicable Section & Compensation as Amended, is attached hereto and incorporated by this reference.

3. TERM; TERMINATION.

A. Term.

The termination date of the Agreement is extended from September 30, 2025 to **June 30, 2026**. The Agreement is being extended to allow for additional planning and coordination services.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

DIG STUDIO, INC.

By:_____

ATTEST:

Title:_____

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

APPROVED AS TO LEGAL FORM:



Dig Studio
3003 North Central Ave, Suite 800
Phoenix, Arizona 85012
602.595.4101

To: Steve Mertes/Cari Meyer, City of Sedona
From: Jeff Lothner / Yuan Liu, Dig Studio
Date: July 14, 2025
Subject: Add Service – Western Gateway Master Plan

Dear Steve and Cari,

We are pleased to present this Additional Services Request for Western Gateway Masterplan, in response to our discussion on July 3, 2025, and provided outline 'Dig Studio Contract Revision.docx'. As discussed, this contract extension proposal is based upon a number of key, unforeseen needs, additional requested deliverables and the City's want to extend the Master Planning process. This has resulted in hours and costs from the original contract having to be redirected to other areas such as additional meetings with staff, additional shareholder meetings, multiple changes to the specified conceptual plans, an additional Planning and Zoning Work Session, etc. Below is an outline of the scope of work, deliverables, and associated costs for your review:

Scope of Work and Deliverables:

- Virtual Public Outreach Meetings (In-person option as add alt)
 - (1) Meeting with Yavapai-Apache Tribe
 - (1) Combined Meeting with Yavapai College and Northern Arizona Healthcare (NAH)
 - (1) Meeting with US Forest Services (USFS)
 - (1) Additional TBD
- Planning & Zoning Commission (P&Z)/Council Meetings and Site Tour
 - (1) Site Tour with Councilors
 - (2) In-person Council Work Sessions
 - (1) P&Z Public Hearing
 - (1) Council Public Hearing
- Master Plan Draft Document
 - (1) Administration Draft for City Review
 - (1) Public Review Draft
 - (1) Final Draft for Adoption
- Virtual Meeting with Staff
 - (27) Coordination Meetings (July 2025 - March 2026)
- 3d Modeling
 - (3) pedestrian eye level simulations with architectural detail

*Note: Any meetings or revisions beyond the outlined scope will be billed at our standard hourly rates, subject to prior approval.

[Fee Summary on Following Page]

Fee Summary:

Virtual Public Outreach Meetings:	\$1,761
P&Z/ Council Meetings and Site Tour:	\$23,693
Master Plan Final Document:	\$47,920
Virtual Meetings with Staff:	\$13,501
3D Rendering:	\$12,000
Total Additional Service Fees:	\$98,875

Add Alternate Fee Summary:

In-person Public Outreach Meetings:	\$8,046
Total Add Alternate Service Fees:	\$8,046

Total Additional + Add Alternate Service Fees:	\$106,921
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These fees are based on our current understanding of the project and desired scope of services.

Sincerely,



Dig Studio, Inc.
Jeff Lothner, PLA
Principal
t. 602-218-2015



Dig Studio, Inc.
Yuan Liu, AICP
Associate
t. 602-595-4101 ext. 20



**CITY COUNCIL
AGENDA BILL**

**AB 3135
September 23, 2025
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible direction regarding Sedona In Motion (SIM) projects overview with general updates on Transit and Uptown Parking.

Department Public Works / Kurt Harris

Time to Present 120 min

Total Time for Item 150 min

Other Council Meetings March 27, June 13, August 15, December 11, 2018; March 27, May 29, July 23, October 22, 2019; February 11, June 24, October 14, 2020; February 24, June 9, October 12, 2021; January 25, May 11, October 12, 2022; April 11, August 9, December 13, 2023; April 24, July 10, November 13, 2024, February 26, 2025; May 28, 2025

Exhibits A. Presentation to be sent to council prior to council meeting.

Finance Approval	Reviewed 9/8/25 BGW		
City Attorney Approval	Reviewed 9/9/25 KWC	Expenditure Required	
City Manager's Recommendation	Reviewed ABS 9/16/25	\$	NA
		Amount Budgeted	
		\$	NA
Account No. (Description)			

SUMMARY STATEMENT

Background:

The January 2018 City of Sedona Transportation Master Plan (TMP) evaluated Citywide transportation needs and concluded with recommended strategies to address the congestion and mobility needs of residents, visitors, and commuters. These strategies have been integrated into a system of capital improvement projects, collectively identified and promoted as the Sedona In Motion (SIM) program. The SIM program is a multi-modal transportation initiative embracing Sedona's community values for improved traffic flow, community connections, business and tourism connections, economic vitality and diversity, environmental stewardship, walkability, and a sense of place.

At the May 28, 2025, City Council meeting, staff provided a SIM update, which included a Transit update by Amber Wagner and parking management/planning projects by Lance Lunsway (resigned), and a traffic data dashboard update. The traffic data dashboard compared

over the last two years travel times, demonstrating the effectiveness of SIM uptown completed projects (SIM1B (Amara RHT Lane / Forest Road Traffic Signal Road/Zipper Lane), SIM 4C Pedestrian Crossing at Oak Creek. Another comparison will be made in the May 2026 SIM Update to capture traffic improvement from the completion of the SIM3D Forest Road extension project. On February 26, 2025, staff provided an introduction of Amber Wagner, the new Transit Administrator, and an update on the Traction Dashboard on traffic volume concerning travel time improvements.

Today's presentation on September 24 will start with a general overview of transit and parking (presentation on transit governance research and business analysis on the Transit Maintenance and Operations Facility to follow in October/ November). Then a continuation of the SIM overview of strategies, successes, and setbacks, focusing on funding source direction for proposed roundabouts at SIM5D Brewer/Ranger Roads and SIM5E SR89a/Forest/Ranger. This will include a request for input on proposed reconstruction alternatives for SR89a/Brewer Roundabout, and the SIM4F Y Roundabout Signal metering project as our first Intelligent Traffic System (ITS). SIM3A Uptown parking garage will be reviewed with a second invitation for a site visit. Current SIM11, Shared Use Paths will be presented, and a request for direction regarding pending high-priority Projects. Renderings, photos, and engineering plan sheets are limited here to include in the PowerPoint Presentation to remove redundancy, reduce presentation material, and improve understanding.

Capital Improvement Projects (CIP), public outreach reached a milestone when the city switched to “Questica” (new budgeting - Enterprise Resource Program (ERP)). This will save staff time and provide an easier current technology experience for the user. The “Open Book” program is the program that uploads information from Questica and presents projects on the city website on August 26. A big shout-out to the Finance and Communication Departments for making this happen. Please check it out here: [Capital Improvement Projects | City of Sedona](#)

Transit Update: SIM-7/8 Enhanced Transit Service

Sedona Shuttle Trailhead Routes

Key

FY25 ridership reached a record 358,813 rides, a 2.7% increase over FY24, with the system surpassing 1.13 million total rides since launch in March 2022.

Highlights:

FY25

The Trailhead Shuttle continues to demonstrate its value as a cornerstone of Sedona's traffic management strategy. Annual ridership hit 358,813, the highest since inception. This success highlights the community's ongoing commitment to effective transportation alternatives that reduce congestion in neighborhoods and at trailheads.

Performance:

Seasonal Highlights:

- Route 11 (Dry Creek/Mescal): Temporarily modified during peak summer heat to reduce afternoon hiking risk; full service resumed September 4.
- Route 12 (Posse Grounds/Dry Creek–Mescal): Suspended in August due to low performance; demand better met by higher-frequency service on Route 11.

What's Next:

- In partnership with the U.S. Forest Service (USFS), the City will pilot 30-minute frequency on Route 14 (Soldier's Pass) this fall.
- Staff and partners are analyzing long-term alternatives for Route 12 to optimize system efficiency.

Sedona Shuttle Connect – On-Demand Service

Key

Highlights:

Since launching in August 2024, Sedona Shuttle Connect has provided 14,396 rides through FY25, helping residents and visitors access jobs, services, and destinations without relying on single-occupancy vehicles.

FY25 Performance & Trends:

- Ridership peaked in March and April 2025, aligning with Sedona's spring visitor season.
- Summer 2025 outreach campaigns (free ride coupons via hotels and businesses) drove engagement, with 230 coupons redeemed in just two months.
- FY26 ridership is off to a strong start, with July–August demand consistent with prior months.

What's Next:

- A Chapel area pilot is in development, targeted for October/November 2025.
- Pending evaluation, the next expansion area is North of Sanborn in Spring 2026.

Uptown Circulator Study

The City of Sedona has contracted with AECOM to conduct the Uptown Circulator Study, funded through an FTA Section 5311 planning grant administered by ADOT. The total budget is \$45,650, with \$36,520 in federal funding (80%) and a \$9,130 local match (20%).

Project Overview: The study will evaluate the feasibility of a fixed-route circulator shuttle that connects the new Uptown Parking Garage with major destinations including Uptown, Tlaquepaque Arts & Shopping Village, and Hillside Sedona. In addition, the study will review existing transit services to identify opportunities for improved connectivity and system integration. The overarching goal is to promote a seamless “park once” experience, enabling visitors and residents to access key activity centers without having to drive between them. This supports broader City objectives of reducing traffic congestion, supporting local businesses, and enhancing mobility and the overall visitor experience in central Sedona.

In parallel, the City is evaluating parking management strategies in Uptown. These include the development of a residential parking program for adjacent neighborhoods to the new garage and business district, coordination with businesses to look at employee parking needs, and integration of parking supply, enforcement, and pricing strategies. Together, these initiatives will create a comprehensive approach to managing mobility in Uptown.

As part of this effort, a review of the 2006 RoadRunner circulator has been completed to understand why the previous system failed and how a new system can succeed. The RoadRunner failed because parking was still plentiful, demand was weak, and the City lacked

experienced transit staff to guide and improve the service. Today, Uptown parking is constrained, new permit and pricing tools encourage transit use, and the City has staff with the expertise to operate successful transit programs. By building on the proven trailhead shuttle system and integrating real-time technology and wayfinding, a new circulator is well positioned to succeed where the earlier effort could not. The Circulator will be evaluated through phased pilots and clear performance metrics to ensure demand justifies investment before full build-out.

To further strengthen this effort, public/private partnership opportunities will be explored. These may provide a way to share costs, support operations, and ensure long-term sustainability while aligning the service with local business and community interests.

Public outreach and data collection:

This effort began on August 21, 2025, and will remain open through September 21. Outreach tools include online and paper questionnaires, distribution to over 200 stakeholders (businesses, hotels, HOAs, concierges), QR-coded flyers in shops and restaurants, paper copies at the Visitor Center, and direct in-person engagement. As of August 29, more than 268 responses had been collected.

- Residents (179): 46% unlikely to use, 35% likely to use.
- Employees/Business Owners (51): 48% likely, 28% neutral.
- Visitors (38): 87% likely to use.

Feedback highlights that traffic congestion and limited parking remain top challenges, while the most desired circulator features include high service frequency (15–30 minutes) and convenient stops near key destinations and parking facilities.

Visioning Workshop:

A Visioning Workshop will be held on September 18, 2025, consisting of small-group stakeholder interviews at El Portal with business and property owners, followed by a public open house from 5:30–6:30 p.m. at the Sedona Hub. These sessions will help refine study goals, service priorities, and design considerations.

Next steps:

Will include developing three service alternatives in October 2025 with different routing scenarios, service hours, vehicle needs, ridership estimates, fare options, and cost ranges. A preferred alternative will be identified in late 2025/early 2026, including operating and capital cost estimates, vehicle recommendations, fare policy, and performance metrics.

The Final Report is scheduled for January 2026, timed to align with the completion of the Uptown Parking Garage and integration into Sedona’s broader transit and parking strategy.

Transit Maintenance & Operations Facility

The City is currently in the design phase for a proposed Transit Maintenance and Operations Facility, which will be constructed based on available grant funding. This facility is an important component of the City’s long-term transit strategy and essential to supporting a safe, efficient, and sustainable low to zero-emission transit fleet.

A design contract in the amount of \$1.8 million was awarded to Kimley-Horn in January 2025, with the project officially kicking off in March. The project is expected to take approximately 16 months to complete. It is currently in the space programming and concept design stage.

Funding & Site:

- \$720,000 FTA Section 5339 Bus & Bus Facilities Grant (via ADOT).
- \$180,000 local match.
- Facility will be constructed on City-owned land adjacent to the Wastewater Treatment Plant.
- Construction will be contingent on securing federal or state funding; no commitment of local construction funding is proposed at this stage.

Status Update:

30% design drawings completed, including:

- Preliminary site and building layouts.
- Water feasibility studies confirming reclaimed water use for bus washing, landscaping, and fire protection.
- Potable water well source and IT infrastructure to be coordinated with Wastewater.

Completed to date:

- Consultant contract executed.
- Project kickoff held.
- Initial site layout design underway.

Next Steps:

- Fall 2025: Continue design development; incorporate utility and site refinements.
- Oct/Nov 2025: Present facility business analysis to Council, including cost and partnership considerations. Still being developed.
- May 2026: Final design, grant pursuit for construction, and preparation for facility build-out.

Further discussion of transit governance research and the Transit Maintenance and Operations Facility businesses analysis will be held with Council, currently expected in November.

Parking Updates:

Athena Partners Strategy Group is assisting the City with Uptown Parking Management strategies. Key project areas include:

1. Parking Management System (including garage and residential permit program integration): Implement a districtwide system that integrates parking guidance, occupancy monitoring, enforcement, permitting, and fee collection.

- Technology Selection: The City is in contract negotiations with a guidance technology vendor for a pilot test. This system will be installed to provide real-time occupancy monitoring and wayfinding, helping to direct drivers efficiently to available spaces and ultimately into the Uptown Garage once operational.

- Integration with Fees: The City is also evaluating a vendor as the preferred mobile payment platform. This software and digital platform would allow for dynamic pricing, visitor-friendly app-based payment, permitting, enforcement and integration with physical kiosks for those without mobile access.
 - System Goals:
 - Reduce circulation and congestion by guiding drivers directly to available stalls.
 - Improve customer experience through mobile apps, kiosks, and wayfinding signage.
 - Enable dynamic fee adjustments based on occupancy, time of day, and seasonality.
 - Integrate with resident permits, employee parking programs, and the new garage for a single integrated platform.
 - Timeline: Pilot deployment of selected vendor's software and digital platform in Uptown during Fall 2025. Fee software integration to follow with phased rollout Winter 2025/Spring 2026, coordinated with residential permit zones and garage operations.
2. Resident Permit Parking (RPP): Develop and implement permit-only parking zones for Uptown residential streets (Smith, Wilson, Van Deren, and Price streets between Schnebly and Forest Roads). The program is designed to protect neighborhood access, manage spillover from commercial areas, and complement the new Uptown Garage and parking management system.
- Historic Context: Parking impacts near trailheads and neighborhoods have been a long-standing concern. Council discussions in 2016 (AB 2120) identified overflow from Soldiers Pass, Back O' Beyond, Chapel, and Sugarloaf trailheads as a source of neighborhood conflict, with Rim Shadows highlighted as a priority area.
 - Options ranged from expanded "No Parking" zones to selective restrictions and ultimately led to Council action in February 2017 (AB 2205), when a residential permit parking area was formally established in Rim Shadows.
 - These actions created precedent for managing neighborhood parking spillover with residential permit systems, balancing resident needs with Sedona's tourism-driven economy.
 - Current Outreach & Engagement:
 - Direct mailers to residents, Short-Term Rental (STR) operators, and property owners.
 - STR-specific email distribution lists, anticipating unique challenges with communication and parking at these properties.
 - Door-to-door engagement and FAQs/educational materials.
 - Consultant participation at the Circulator Study Visioning Workshop (September 18, 5:30–6:30 PM, Posse Grounds Hub).
 - Completed:
 - Outreach materials distributed September 9–12, 2025.
 - Initial outreach launched, combining neighborhood-specific mailings with broader Uptown communications.
 - Next Steps / Timeline:
 - Outreach concludes in October 2025, with program refinements based on resident feedback.
 - Phased implementation Winter 2025, coordinated with Uptown Garage construction and the parking management system rollout.

- Transition of approximately 123 currently available on-street stalls (Smith, Wilson, Van Deren, and Price Streets) to permit-only use once program is active.

3. Parking Consolidation: Analyze Uptown's existing public lots and on-street parking to improve circulation and promote garage use.

- Planned Changes: Implementation of the RPP Program will transition approximately 123 currently available on-street stalls (Smith, Wilson, Van Deren, and Price Streets) to permit-only use. While this reduces general public parking supply, it directly protects residential neighborhoods from visitor spillover.
- Other Supply Changes:
 - Lot 1 (Jordan Rd) purchased by Sedona Fire District for redevelopment.
 - Lot 2 (Red Rock News) converted to private fee-for-parking.
 - Lot 8 (Fire Station Lot) being sold, removing additional public supply.
- Strategic Role of Consolidation:
 - Consolidating Uptown parking into fewer, well-managed locations reduces circulation, improves safety during emergency evacuations, and strengthens wayfinding.
 - The Uptown Garage (south end) and Municipal Lot (north end) will serve as the primary public parking hubs, absorbing demand shifted from residential streets and smaller scattered lots.
 - Remaining small lots (Lots 3, 4, 6, 7, 9) are under review for potential repurposing, employee/resident reallocation, or consolidation into the garage/Municipal Lot system.
 - Guiding Findings (2023 Analysis): Consolidation paired with the Forest Road Garage was the highest-performing alternative for improving traffic congestion, safety, and access.
- Timeline: Consolidation strategy finalized by Fall 2025, with phased implementation beginning Winter 2025–26 in coordination with the garage opening and RPP program.

4. Employee Parking

Coordinate with Uptown businesses to assist them in potentially developing employee parking options.

- Engagement: Over 30 businesses consulted in April; ongoing outreach to employees and owners.
 1. Second round of outreach: Conducted the week of September 9-12 to identify employee/business impacts of the residential permit program.
- Strategy may include:
 1. Identifying leased areas or employee-only permits in commercial lots for businesses to champion and administer.
 2. Partnering with designated businesses to champion/ oversee employee parking options.
 3. The City's role will be to support businesses in developing self-administered solutions.
- Timeline: Strategy finalized by Winter 2025; implementation begins Spring 2026.

5. Parking Fee Structure

Develop a fee structure program for Uptown parking, beginning with Uptown and expanding to other areas of the City. The program will look to develop incentives and disincentives that support wayfinding, traffic efficiency, and transit.

- **Technology Integration:** The City is evaluating technology platforms to support mobile payment, real-time occupancy data, and integration with permit systems. These platforms will allow visitors to pay through both mobile applications and physical kiosks, and will support dynamic pricing adjustments.
- **Link with Guidance Technology:** Payment and enforcement tools will be paired with occupancy and guidance data, ensuring that pricing aligns with real-time stall availability. This coordination is designed to reduce circulation, direct drivers into the new Uptown Garage, and improve overall customer experience.
- **Demand Management:** Uptown parking occupancy often exceeds the effective 85% threshold, leading to 5,500 additional daily trips from vehicles circulating to find spaces on peak days. A tiered fee structure can direct these trips into the garage and underutilized lots, improving overall traffic flow.
- **Dynamic Pricing:** The fee program should consider location, time of day, and seasonality. Higher rates during peak periods (holidays, spring break, weekends) and in core Uptown lots can encourage turnover and direct visitors toward the garage, while lower rates during off-peak times and at edge lots improve efficiency.
- **Fee levels** will be phased in and subject to ongoing review to ensure they remain fair, competitive, and effective at balancing access and congestion.
- **Revenue Use:** Parking revenues will be reinvested into:
 - Covering garage operations, maintenance, and debt service.
 - Parking revenues are expected to be sufficient to cover the annual garage debt service and operations/maintenance costs, for a total annual cost of approximately \$1.07M–\$1.23M.
 - At \$2/hr in the garage, revenues would be marginal—covering base costs but potentially falling short under higher O&M assumptions.
 - At \$2.50/hr, the garage comfortably covers debt service and O&M, with a surplus of \$210k–\$370k annually.
 - At \$3/hr, revenues provide a much larger surplus (\$400k–\$700k annually), offering flexibility for reinvestment.
 - Existing on-street prime spaces (85 spaces), with updated pricing could generate an additional \$0.9M–\$1.05M annually, further strengthening coverage and funding for neighborhood protection and multimodal improvements.
 - With additional funds, consider funding the residential permit parking enforcement program to protect neighborhoods.
 - With additional funds, consider supporting Uptown transit and multimodal improvements that reduce future parking demand.
- **Timeline:** Athena Partners preparing dynamic fee structure recommendations, expected by Fall 2025. Implementation to begin Winter 2025–Spring 2026, coordinated with fee and guidance system software, residential permit program, and Uptown Garage operations.

Summary of Parking Objectives:

The following guiding principles, drawn from prior studies, remain central to current efforts:

- Uptown should strive to become a “park once” district supported potentially by the new transit circulator.
- Public and private parking should be managed as part of an integrated, districtwide system.
- Enforcement is a key tool to improve parking conditions, but enforcement is a relatively expensive strategy that cannot compensate for inefficient parking policies.
- Parking spillover impacts should be minimized for Uptown residential neighborhoods.
- Time limits have their place in low-demand areas, but in high-demand areas, parking pricing is the most effective tool to correct supply and demand imbalances.
- Embrace new parking technologies to maximize customer satisfaction, as well as to foster enhanced parking data management and analysis.
- Any proposed parking management strategy for Uptown should be evaluated based on how well it will likely help achieve these goals.
- Parking management strategies should address:
 - Peak and future demand.
 - Inefficient and scattered locations, small parking lots, and a lack of sidewalks.

SIM-5D Ranger/Brewer & SIM-5E Forest/Ranger/SR89a Intersections with Ranger Extension

These are imperative or must-do projects that are all integrated with improving connectivity in the proximity of the Y Roundabout. Regrettably, both were unsuccessful in obtaining grant funding. Both designs are 100% complete, which increases construction grant award opportunities (shovel-ready). Adjacent easements negotiations continue and are promising. Staff requests direction regarding funding sources. Specifically, does the council desire to self-fund or continue to apply for grants? Staff recommends pursuing FTA and FHWA grant sources as there is a higher probability for award based on these project's conditions. The current status allows value engineering for alternative analysis and potential economies of scale to interchange the construction footprint, construction sequencing, or phasing to leverage grant funding; most importantly, maximizing connectivity opportunities for both projects to be funded under one grant. Based on council direction, outstanding items are for value engineering to reduce cost and increase constructability for positive outcomes realized by the city and adjacent landowners. Construction sequencing will be carefully coordinated to minimize disruption to residents and businesses. Presentation to share staff recommendation rendering of Brewer Roundabout modification.

SIM-4F 'Y' Roundabout Adaptive Signals

This is an imperative or must-do project that is relatively low cost with high impact to relieve congestion in keeping the roundabout (RAB) in a free-flow condition by creating gaps and preventing vehicles from stopping within the RAB. They are proven to help manage peak-hour traffic at capacity-deficient roundabouts. The design contract is issued, with the next steps in partnering with ADOT to proceed under an extension or new Encroachment Permit or Intergovernmental Agreement (IGA) and to coordinate review responsibilities with corresponding timelines. An important finding is that metering traffic must occur before traffic saturation of the roundabout is to be effective and efficient.

As a reminder, the signal metering will relieve police callouts to manage traffic and will incorporate preemption for transit and emergency services, thereby providing priority access.

Typically, roundabout metering signals are installed on selected approaches and used on a part-time basis since they are required only when heavy demand conditions occur during peak periods. This is a relatively new approach to solving roundabout capacity deficiencies. There are about half a dozen metered roundabouts operating in the United States in 2020. This will be the first in Arizona. Although this will be Arizona's first, similar systems are in successful operation across the U.S., providing a tested and effective model. The Y roundabout is rated as having a low level of service at specific hours of the day. Metering also allows for safety benefits to pedestrians/bicyclists in crossings while controlling traffic at those peak hours of the day. The metered signals can be used to improve the flow of traffic on each leg of the roundabout where long vehicle queues tend to form.

SIM-5A Portal Lane to Brewer Road Exit

This is ranked as an imperative or must-do project to reduce traffic congestion along SR179 by directing vehicles from the Tlaquepaque parking lot to exit out to Brewer Road for West Sedona or Uptown destinations. A concept exhibit of a one-way single-lane bridge over Soldiers Wash is shown in the PPP. Tlaquepaque partners are coordinating under a separate project to increase parking and traffic flow efficiencies. They are in the concept phase of improving their parking lots to incorporate controlled access features. The city's project will be completed independently and before the property owner's parking lot improvements are implemented. These are separate efforts that are currently being coordinated between both parties. Once the concept design is mutually agreed to, a development agreement for property exchange will begin. As a reminder, the employee-only driveway from Brewer Road is being relocated away from the pending Brewer Road / Ranger Road Roundabout project (SIM5D) and is within the project boundaries and footprint.

SIM-3A Uptown Parking Garage

McCarthy Building Company has full control of the site and has ramped up efforts to complete underground structure features. The shotcrete stabilized wall system and site excavation/subgrade work are complete. Followed by the vertical elements, such as foundations for the columns and the elevator shaft, which are constructed with underground utility infrastructure. Then, by the basement level columns, floor slabs, interior ramp walls, and masonry construction of the elevator shaft and exterior perimeter walls. Currently, the second floor/street level concrete decking and columns, including placement of sleeving and conduits for mechanical/electrical/plumbing, are under construction.

Schedule:

Upcoming work for the next 4 months includes the following:

1. Complete Third/Top Level Decking
2. Completion of All Support Columns
3. Completion of Deck Ramps
4. Start Interior Garage Buildout (Masonry Walls, Topping Slabs, Finishes, MEP, etc.)
5. Start/Complete Exterior Striated Walls (Exterior Architectural Walls at East and West Ends of Garage)
6. Start Elevator Construction
7. Start Site Stormwater Drainage/Management System
8. Start Utility Service Connections
9. Start Fire Sprinkler System

The estimated completion date is May 2026.

SIM 1B Uptown Northbound Improvements to SR89A

The project is substantially complete. On March 22, the Council approved a change order to fund additional pavement rehabilitation, which was discovered during this project. Combs Construction's schedule starts prework on June 5th, and paving starts 9th as night work. There was no recorded complaint or compliment received. The replacement of the cracked Shared Use Path was completed on May 7th, including the animal footprint imprints. Traction traffic data continues to confirm that the zipper merge has maximized vehicle storage capacity, removing conflicts at the Y roundabout.

Pending improvements are the following:

- Nine of ten interpretive panels are completed along the View Walk. The last remaining panoramic panel (located in the center)
- Call of the Canyon sculpture is in the final stages of design with a grand opening planned in October.

SIM-5D Ranger/Brewer & SIM-5E Forest/Ranger/SR89a Intersections with Ranger Extension

These are imperative or must-do projects that are all integrated with improving connectivity in the proximity of the Y Roundabout. The exhibit below demonstrates this interconnectivity between projects with Forest Road Connection (SIM-5B) completion and the Parking Garage (SIM-3A) showing how the Shared Use Paths (yellow) will enhance multimodal (peds/bikes) throughout the business areas. It also highlights the ideal location for the Transit Hub location. Both designs are 100% complete, which increases construction grant award opportunities (shovel-ready) that have been submitted for both projects. This status enables value engineering for alternative analysis and potential economics-to-scale benefits to interchange the construction footprint, construction sequencing, or phasing to leverage grant funding; most importantly maximizing connectivity opportunities if only one project is funded. The schedule of remaining items includes value engineering for cost reduction and constructability with right-of-way and temporary construction easement (TCE) land acquisition agreements for positive outcomes realized by the city and adjacent landowners.

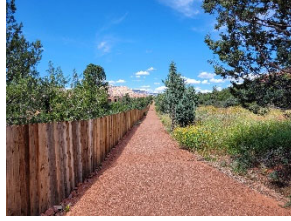


SIM-11 Bicycle and Pedestrian Improvements These projects focus on improvements that can make walking and bicycling safer, more convenient, and more comfortable. The improvements we are currently pursuing continue the path toward a more bike-friendly and walkable Sedona. The GO (Get Outside) Sedona master-planning effort was completed in 2020. This plan is a blueprint for making Sedona a more walkable and bikeable community over the next 10 years, detailing what improvements the community wants to see and identifying the priority projects to complete. Collectively, the vision for these paths is to brand them as the Sedona Trails & Pathways System or ST&PS. Shared-use pathways are abbreviated as SUP.

Completed Projects:



Bicycle Green Lanes



Dry Creek Ph1 SUP



Chapel Road SUP



Hillside Vista Est. SUP



Posse Ground/Soldiers Pass SUP



Sunset Drive SUP



Shelby Drive SUP



Thunder Mtn/Sanborn SUP



Ranger Station Park SUP's



Navoti to Dry Creek SUP



Uptown SUP



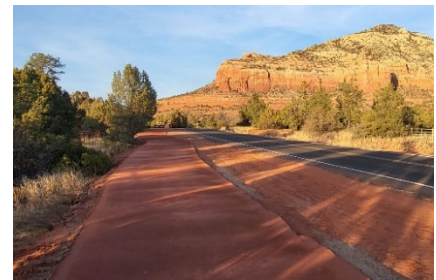
Ped Crossing at Oak Creek



Posse Ground/ Pickleball SUP



SR179 SUP Signing & Striping



Dry Creek Rd SUP PhII



Forest Rd SUP

There are now nearly 10 miles of new ST&PS complete. Visit www.sedonaaz.gov/stps for more information on the ST&PS.

Projects Under Design:

- Brewer Road SUP (Grant received for design, and a construction grant received. The City contribution will be \$158,875, or 5.7% of the total estimated construction cost of \$2,787,286.



Rendering of Brewer Rd SUP (decomposed granite pathway)

- Navoti Ph 2 SUP (AZ Land Department easement received)
- Shelby II SUP (Grant received for construction, set to bid at end of 2025)
- Coffee Pot Road SUP (RAISE Grant application unsuccessful, will reapply)



Rendering of Coffee Pot Drive SUP (concrete pathway)

Projects Under Construction:

- Andante SUP
- Dry Creek Road SUP Ph 3 – Gringo Rd SUP to White Bear Road SUP
- Little Horse SUP

SIM-12a, Traveler Information

This is an important or could-do priority project that ADOT is solely funding. The State Transportation Board approved a construction contract on May 16th to William Charles

Construction Company, and the Notice to Proceed (NTP) was issued on June 18th. Currently, the revised Critical Path Method (CPM) schedule is pending due to long lead time for materials (electronic components) from the contractor that will provide the actual field construction start date. The Dynamic Message Sign (DMS) is located on northbound I-17, milepost 285.1, just north of the General Crook Trail interchange on-ramp. This DMS is one of five other locations, from Sunset Point to Flagstaff. The DMS will display travel times from south of the Camp Verde exit to Sedona, allowing travelers to choose their route between SR 89A via SR 260 versus SR 179. It will also include a Wrong Way Driver Infrared Camera Detection System (WWDICDS). The goal is to reduce congestion by actively informing and allowing motorists to decide what route to travel with current travel time estimations. This DMS installation is made possible by the State's rural broadband initiative (Digital Highways to the Digital Deserts).

SIM-12b, Traveler Information

Traffic cameras are used by staff to monitor traffic, weather, and TCAs. Cameras have recently been installed at the following locations:

- SR179 crosswalk, west of the Pedestrian Crossing at Oak Creek bridge (PCOC);
- ADOT Pedestrian Bridge viewing the bridge pier or column marked with flood stage elevations.
- City's Y RAB Building on camera poles to monitor traffic for all three legs.

The City Information Technology Department continues to work on how to make the camera photos publicly viewable. Currently, staff are coordinating camera locations for the parking garage. The city is continuing to monitor ongoing travel time information to gauge congestion frequency/duration and gauge the benefits of completed projects. In the meantime, all motorists are encouraged to use AZ511.gov for traffic and travel time information. "Plan your trip, so you don't trip up your plan!"

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

Strategies implemented under this program aim to reduce congestion and improve travel times, which results in reduced vehicle emissions.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Not Applicable

I move to: For discussion and possible direction only.



**CITY COUNCIL
AGENDA BILL**

**AB 3066
September 23, 2025
Regular Business**

Agenda Item: 8b

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 9/08/25 BGW	
City Attorney Approval	Reviewed 9/9/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 9/08/25 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
PENDING ITEMS							
9/29/2025	Monday	11:00 a.m	Special Meeting				
				Discussion and consideration of candidate applications and potential interviews of candidates for appointment of Presiding Magistrate Judge per A.R.S. § 38-431.03(A)(1).	Special	Martin	5 hours
10/14/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3266 Approval of an Intergovernmental Agreement (IGA) with Northern Arizona University to conduct a Request for Proposal (RFP) to procure clean energy through an offsite energy project.	Consent	Beck	N/A
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				AB 3258 Discussion/possible action regarding approval of an Ordinance amending Chapter 5.25 Short-Term Rental Regulation.	Regular	Cook/Arthur	30 min
				AB 3257 Discussion and possible action regarding a tourism update including initial results of the summer marketing campaign, destination marketing campaign contingency funding strategies, the winter marketing campaign plan, and a contract amendment for DVA in an amount not to exceed \$350,000 for marketing services.	Regular	Browne	90 min
				Tentative Sister City follow up	Regular	Spickard	45 min
10/15/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3215 Discussion/possible direction regarding the needs assessment and strategic plan to address homelessness with a focus on recommendations, including a regionally coordinated implementation plan for addressing homelessness in the Verde Valley.	Special	Blum	2 hours

10/28/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3267 Discussion/presentation by Northern Arizona Health Care's Chief Legal Counsel, Kyle Lathrop, Vice President & Verde Valley Service Area Administrator, Rick Gray, and Community Relations Manager, Jessica Drum regrading the impacts of federal legislation on rural health care.	Regular		60 min
				AB 3265 Discusssion/presentation from the Tourism Advisory Board.	Regualar		60 min
				AB 3268 Discussion/possible action for approval of a contract with consultants, Logan Simpson, in the amount of \$147,559 for the city of Sedona Balanced Housing Plan.	Regular	Blum	45 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
10/29/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3232 Presentation/discussion by Arizona Water Company and City staff regarding water conservation initiatives.	Special	Beck	60 min
				AB 3241 Presentation/discussion by Coconino County Criminal Justice Coordinating Council regarding their community services and initiatives.	Special	Spickard	1 hour
11/11/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/12/2025	Wednesday	3:00 p.m.	Special Meeting				
11/25/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Citizen's Academy participants, certificate presentation.	Recognition	Hall	15 min
				AB 3260 Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona's Consolidated Fee Schedule.	Regular	Cook/Garner	15 min

				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of \$XXXXXXX.	Regular	Hall	15 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/26/2025	Wednesday	3:00 p.m.	Special Meeting				
12/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXX.	Regular	Phillips	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
12/10/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3263 Presentation/discussion by Sustainability Department regarding municipal and community greenhouse gas (GHG) inventories.	Special	Beck	60 min
12/17/2025	Wednesday	8:00 a.m.		Tentative Hold City Council Retreat Day 1	Special	Spickard	9 hours
12/18/2025	Thursday	8:00 a.m.		Tentative Hold City Council Retreat Day 2	Special	Spickard	9 hours