AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, OCTOBER 28, 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 - October 14, 2025 City Council Special Meeting - Executive Session.
b. Minutes - October 14 2025 City Council Regular Meeting.
c. Minutes - October 15, 2025 City Council Special Meeting.
d. Approval of Domestic Violence Awareness Month Proclamation, October 2025.

4. APPOINTMENTS

a. AB 3288 **Discussion/possible action** for approval of a two-year contract and appointment of Richard Speer as Presiding Magistrate Judge.

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. Domestic Violence Awareness Month Proclamation, October 2025.

8. REGULAR BUSINESS

a. AB 3254 **Discussion/possible action** regarding award of two Departmental Contracts for Services in an amount not-to-exceed $300,000 each for Wastewater Pump and Motor Services to Pumpman Phoenix, dba Scotts AZ Electric Motor Repair and Keller Electrical Industries, LLC.
b. 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 regarding the impacts of federal legislation on rural health care.
c. AB 3265 **Discussion/possible direction** on the function of the Tourism Advisory Board.
d. AB 3262 **Discussion/possible action** regarding approving an amendment to the Arizona Water Company franchise agreement in response to the recent water rate increase to require a 3% monthly credit to the Arizona Water Company customers in the Sedona System in lieu of collecting and providing this 3% payment to the City.
e. AB 3272 **Discussion/possible action** regarding approval of Contract Amendment 5 for the Uptown Parking Garage design services with Gabor Lorant Architects, Inc. in the amount of $187,693.00.

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.

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

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

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

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f. AB 3277 **Discussion/possible action** for the approval of a five-year Guaranteed Price Agreement with ADP, Inc., in the amount of approximately $228,000.

g. AB 3278 **Discussion/possible action** to permit City of Sedona to apply for FY25 Federal Transit Administration (FTA) Section 5339 Formula Grant funding through Arizona Department of Transportation (ADOT) to purchase two (2) additional ADA accessible transit vehicles for future services.

h. AB 3291 **Discussion/possible action** regarding a review of applications for the City Council vacancy, possible interview questions, and selection of candidates for interviews.

i. AB 3066 **Discussion/possible action** regarding future meeting/agenda ideas.

9. EXECUTIVE SESSION

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

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

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

10. ADJOURNMENT

Posted: 10/22/2025

By: DJ

_____

JoAnne Cook, CMC,City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Monday, October 14, 2025, 3:00 p.m.

1. Call to Order

2. Roll Call

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

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

Anette Spickard entered the meeting at 3:11 p.m.

Russ Martin entered the meeting at 3:56 p.m. He left the meeting at 4:18 p.m.

3. Executive Session

Motion: Councilor Kinsella moved to go into Executive Session at 3:01 p.m. Seconded by Councilor Fultz. Motion carried with six (6) in favor (Ploog, Dunn, Kinsella, Furman, Fultz and Pfaff) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. Discussion/consideration regarding personnel matters per A.R.S. § 38-431.03(A)(1), specifically, to discuss the employment, and/or appointment of Richard Speer to fill the Presiding Magistrate Judge vacancy.

b. 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).

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

Reconvened in open session at 4:22 p.m.

Motion: Councilor Kinsella moved to release to the public the HR investigation related to complaints from Police Chief Stephanie Foley and former Mayor Scott Jablow and the findings of an internal investigation regarding the September 19, 2025 allegations that were made on social media, with the reports being made available tomorrow, October 15, 2025. Seconded by Councilor Dunn. Motion carried with six (6) in favor (Ploog, Dunn, Kinsella, Furman, Fultz, and Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to direct staff to continue discussions with Richard Speer regarding the position of Judge Magistrate. Seconded by Councilor Fultz. Motion carried with six (6) in favor (Ploog, Dunn, Kinsella, Furman, Fultz, and Pfaff) and zero (0) opposed.

4. Adjournment

Acting Mayor Ploog adjourned the meeting at 4:24 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 14, 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, October 14, 2025, 4:30 p.m.

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

Acting Mayor Ploog called the meeting to order at 4:30 p.m., led all in the Pledge of Allegiance, and dedicated the Moment of Silence to the release of the hostages.

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Deputy City Manager Barbara Whitehorn, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, Public Relations Analyst Kegn Hall, Short-Term Rental Supervisor Teresah Arthur, Short-Term Rental Code Enforcement Officer Brian Armstrong, Sustainability Manager Bryce Beck, PD Chief Foley, PD Commander Chris Dowell, Police Support Services Manager Erin Loeffler, PD Commander Heather Penner, Marketing Manager Rob MacMullan, Tourism Manager Andrew Grossman, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/ Moment of Art

Nancy Lattanzi introduced Artist, James Havens. James shared a Powerpoint that featured his work and Nancy shared slides related to his current mural project, that involves local students, at the Ranger Station Barn.

3. Consent Items

a. Minutes - September 23, 2025 City Council Meeting - Executive Session.
b. Minutes - September 23, 2025 City Council Regular Meeting.
c. Minutes - September 29, 2025 City Council Meeting - Executive Session.
d. AB 3266 Approval of a Resolution authorizing an Intergovernmental Agreement (IGA) with Northern Arizona University to conduct an RFP to solicit clean energy options through an offsite energy project to meet municipal and community sustainability goals.
e. AB 3269 Approval of a recommendation regarding an application for a new (Owner Transfer) Series 7 Beer and Wine Bar Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ (Application# 355067).
f. AB 3275 Approval for acceptance and expenditure of two $5,000 awards from the Governor's Office of Highway Safety (GOHS) for conduct enhanced traffic safety enforcement, DUI/Impaired Driving Enforcement education, and public awareness activities throughout the City of Sedona and related Highway Safety Grant Agreements.

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

4. Appointments

a. AB 3282 Discussion/possible action for appointment of an Interim Mayor and possible appointment of a Vice Mayor from among City Council members by a majority vote and discussion regarding the process for filling the vacancy on Council.

Opened to public at 4:45 p.m.

Tim Perry, Sedona, spoke regarding the appointment of a new mayor.

Brought back to City Council at 4:48 p.m.

Presentation by Kurt Christianson.

Acting Mayor Ploog asked councilors to declare if they were interested in serving as mayor. None of the councilors expressed an interest. Mayor Ploog declared her interest to serve as mayor and read a prepared statement regarding why she should be considered.

Comments from City Council.

Motion: Councilor Fultz moved to appoint Holli Ploog to the term of Interim Mayor. Seconded by Councilor Kinsella. Vote: Motion passed with six (6) in favor (Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to appoint Brian Fultz as Vice Mayor. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Kurt Christian stated the selection of the final candidates to be interviewed by City Council will take place at the October 28th meeting. Unanimously, Council agreed to have the candidates wait in a separate room while other candidate's interviews are being conducted. Staff will include the previous candidate questions in the meeting packet.

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

Mayor Ploog - Attended the Yavapai County Transportation Master Planning Meeting. She requested SIM transportation projects be added to the list provided to our lobbyist work on during the next legislative session. Council supported her request.

Councilor Dunn - The Get Loud Fundraising Event will take place at the Sedona Community Library on Saturday, October 15th at 2:00 - 4:00 p.m., 4:00 - 5:00 p.m. live auction.

Vice Mayor Fultz - Attended the NACOG Economic Council Meeting last week, the speaker was Keon Montgomery. He requested follow up on a previous Brownfield Assessment in City limits because there may be a link connected to additional funding.

Councilor Pfaff - The Humane Society will hold the 5th Annual Halloween Costume Parade at Tlaquepaque from 10:00 a.m. -12:00 p.m.

a. Executive Session Report

Kurt Christianson reported that at the conclusion of the executive session City Council voted to make the harassment claims against the former mayor and Police Chief Stephanie Foley public tomorrow morning and authorized a statement be released regarding the findings of an internal investigation based on the September 19th on social media post. The Council further directed staff to continue the discussions with Richard Speer regarding the Magistrate Judge position.

6. Public Forum

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

Spring Graf, Sedona, informed that the Verde Volunteer Fair will take place on Saturday, October 18 at the Cottonwood Rec Center, located at 150 6th St, Cottonwood AZ, from 11:30 a.m.-2:00 p.m.; the 2nd Annual Oak Creek Collaborative Cleanup will take place on Saturday, November 11th from 8:00 a.m.-1:00 p.m.; and, there will be more information coming regarding the Volunteer Festival in January 2026.

Tim Perry, Sedona, spoke against City Council's and staff's public education efforts. Councilor Kinsella clarified that she has never been a lawyer anywhere including New York City. Vice Mayor Fultz stated the education efforts will continue.

Joe Clure, Peoria AZ, AZ Police Association, spoke regarding the Association receiving complaints about leadership in the Police Department. Mayor Ploog stated the results of the investigation regarding complaints made against Chief Foley and former mayor Scott Jablow will be released to the public tomorrow.

John Martinez, Sedona, spoke in favor of Police Chief Stephanie Foley, her leadership and support from the community. He announced that the first concert of the season for the Sedona Symphony will take place on Sunday at the Sedona Performing Arts Center at 3:00 p.m.

Toby Friedman, Sedona, thanked Mayor Ploog for all she has done for the city and congratulated her on her new role as Mayor.

David Key, Sedona, Sedona Chamber of Commerce congratulated Mayor Ploog and Vice Mayor Fultz on their appointment.

Brought back to City Council at 5:36 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 3258 Discussion/possible action regarding approval of an Ordinance amending Chapter 5.25 Short-Term Rental Regulation (STR) Regulation Sections 5.25.030 and 5.25.110.

Presentation by Teresah Arthur and Brian Armstrong.

Comments and questions from City Council.

Opened to the public at 6:03 p.m.

Tim Perry, Sedona, spoke against the code amendment.

Brought back to City Council at 6:06 p.m.

Motion: Councilor Kinsella moved to approve Ordinance No. 2025-10, an Ordinance of the Mayor and Council of the City of Sedona, Arizona adopting amendments to the Sedona City Code Chapter 5.25 (Short-Term Rental Regulation), as amended. Seconded by councilor Pfaff. Vote: Motion passed with six (6) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff) and zero (0) opposed.

Break at 6:07 p.m. Reconvened at 6:17 p.m.

b. AB 3257 Discussion/possible direction regarding a tourism update including results of the summer marketing campaign, the winter marketing campaign plan, the City Manager's authority to approve amendments to the DVA contract, and approval of a contract amendment for DVA in an amount not to exceed $558,720 for marketing services.

Presentation by Lauren Browne and Andrew Grossman.

Questions and comments from City Council.

Opened to the public at 7:48 p.m.

Tim Perry, Sedona, spoke against the item.

The following spoke in favor of the item, David Key, Sedona, Sedona Chamber of Commerce, and Bob Pifke, Sedona.

Brought back to City Council at 7:56 p.m.

Questions and comments from City Council.

Council unanimously supported the Winter Campaign and want to have discussion regarding events and budget contingency during the priority setting meeting.

Motion: Councilor Kinsella moved to approve Amendment #4 to the Professional Services Agreement with Day Vengley & Associates dba DVA to add the FY26 scope of work and increase compensation in an amount not-to-exceed $558,720 for a new total contract value not to exceed $1,565,720. Seconded by Councilor Dunn. Vote: Motion passed with six (6) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff) and zero (0) opposed.

c. AB 3066 Discussion/possible action regarding future meeting/agenda items.

Councilor Dunn requested two items for a future meeting; 1) the contract amendment for the parking garage, 2) the electrification strategy in the Climate Action Plan. Council supported her requests. Vice Mayor Fultz requested a meeting to discuss the takeaways from the last Western Gateway meeting and the consultant's contract. Council supported their requests.

Anette Spickard advised contract amendment for garage architect is scheduled for October 28th, and the broader electrification strategy will be part of the Climate Action Plan and can be discussed during the next sustainability update.

JoAnne Cook advised there is a meeting tomorrow at 3:00 p.m.

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 adjourned the meeting at 8:56 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 14, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, October 15, 2025, 3:00 p.m.

1. Call to Order

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

2. Roll Call

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

Staff Present: City Manager Anette Spickard, Assistant City Attorney Monique Coady, Public Relations Analyst Kegn Hall, PD Chief Foley, PD Commander Chris Dowell, Police Support Services Manager Erin Loeffler, PD Commander Heather Penner, Housing Manager Jeanne Blum, Housing Coordinator Laura Stewart, Director of Community Development Steve Mertes and Deputy Clerk Marcy Garner.

3. Special Business

a. AB 3215 Discussion/possible direction regarding the needs assessment and strategic plan to address homelessness with a focus on recommendations, including a regionally coordinated plan for addressing homelessness in Sedona and the Verde Valley.

Presentation by Housing Manager Jeanne Blum, Senior Associate at Housing Innovations Matt White, Founder and Principal Consultant at Viam Advising and Housing Solutions Specialist with the Arizona Department of Housing David Bridge.

Police Chief Foley, Police Commander Penner, Community Relations Representative III with Arizona Complete Health Anthony Mancini, Mayor of Clarkdale Robyn Prud'homme-Bauer, Arizona Department of Housing David Bridge and Sarah Randone with Catholic Charities were also available to answer questions.

Questions and comments from City Council during the presentation.

Opened to the public at 4:45 p.m.

Turiya Weiss, Sedona, Executive Director of Hope House of Sedona spoke about their services and answered questions by council.

Linda Martinez, Sedona, board member for Housing Solutions of Northern Arizona spoke about available services and answered questions by council.

Brought back to City Council at 5:11 p.m.

Questions and comments from Council.

By majority consensus, Council directed staff to initiate regional conversations to explore interest and potential leadership roles, and to report back to Council with recommended next steps and the requirements for implementation.

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

Councilor Kinsella requested that a discussion on Home Rule be added to a future agenda. Anette informed Council that an initial discussion would be scheduled for the November agenda, with a more in-depth discussion planned for the December Council retreat. Council unanimously supported the request.

4. Executive Session

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

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

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

No executive session held.

5. Adjournment

Mayor Ploog adjourned the meeting at 6:25 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 15, 2025.

_____ _____

Marcy Garner, Deputy City Clerk Date

Office of the Mayor

Proclamation
Domestic Violence Awareness Month
October, 2025

WHEREAS, domestic violence is a pattern of coercive control and abusive behaviors used to gain and maintain power and control over an intimate partner that can include isolation from family and friends, financial, emotional, and physical abuse, and sexual assault. Domestic Violence knows no boundaries and impacts everyone regardless of race, religion, age, gender, sexual orientation, socioeconomic status, and geographic location, and;

WHEREAS, 41% of women and 26% of men report having experienced contact sexual violence, physical violence, or stalking by an intimate partner in their lifetime, and;

WHEREAS, domestic violence is a public health issue that affects all of us, and to address it, we must apply our collective attention and resources to interventions to address the consequences of domestic violence and the myriad of other issues, including mental and behavioral health, homelessness, and substance use disorders, and;

WHEREAS, Domestic Violence Awareness Month is a national campaign dedicated to raising awareness about domestic violence. Every October, organizations and individuals unite across the nation for a national effort to uplift the needs, voices, and experiences of survivors, and the City of Sedona Council is proud to join this effort, and;

WHEREAS, partnerships with community organizations, healthcare providers, and law enforcement help provide support for survivors, including trauma-informed advocates and support for those seeking help, and;

WHEREAS, survivors don't have to go it alone when they are ready. There are resources to help, including the Verde Valley Sanctuary at (928-634-2511), the National Domestic Violence Hotline at (800-799-SAFE), the Arizona Coalition to End Sexual and Domestic Violence Helpline at (602-279-2980), and Arizona 2-1-1 at (211).

NOW, THEREFORE, I, HOLLI PLOOG, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim October, 2025, as DOMESTIC VIOLENCE AWARENESS MONTH. This month, we reaffirm our steadfast and unwavering commitment to helping survivors of domestic violence where they are and work tirelessly to provide the systems and supports they need to heal, hold spaces for them to rebuild their lives and share their stories, and center our efforts to ensure no one is left behind, and that domestic violence, in all of its forms, is not tolerated in our community. Issued this 28th day of October 2025.

_____
Holli Ploog, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	Brian Bergner
Contact Phone Number	928-821-9409
Contact Mailing Address	P.O. Box 595, Sedona, AZ 86339
Contact Email Address	brian@verdevalleysanctuary.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Domestic Violence Awareness Month
Website Address (if applicable)	VerdeValleySanctuary.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	October 2025 PRESENT AT MEETING …
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	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.	VVS leadership team member or board member. Unknown at this time.

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

Verde Valley Sanctuary's mission is to provide safety, services, and comfort to survivors of domestic and sexual violence. VVS began more than three decades ago as a grassroots organization of women who were concernced about domestic violence in our community. The original group of volunteers began taking crisis calls in their homes and transporting survivors of abuse to the nearest shelters 50-plus miles away in Flagstaff, Prescott, and Phoenix. Thanks to generous donations from the community, VVS opened the first domestic violence shelter in the Verde Valley region in 1993 with a leased modular home that slept six. Since then, VVS has strategically expanded and now offers comprehensive services for suvivors of domestic and sexual violence in both residential and community-based formats. VVS' emergency shelter is located at an undisclosed location in Cottonwood, with transitional housing as well. We also own and operate both Twice Nice Thriftique's in Sedona and Camp Verde as they provide essentinal funding for the mission, not to mention clothing, shoes, and other various items that survivors need free of charge.

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?

Domestic Violence effects thousands of people here in the Verde Valley and across Arizona, causes significant harm to the physical and mental health of survivors and their families, and undermines their economic stability and overall well-being. In fiscal year 2024-25, the agency provided services to more than 1,500 survivors of domestic violence and sexual assault, which included nearly 9,500 bed nights between our emergency shelter and transitional housing, and answered almost 1,300 crisis hotline calls, a 28% increase from the previous year. The month of October is Domestic Violence Awareness Month, so with this proclamation by the City of Sedona, we are hoping to continue raising awareness about Domestic Violence in the community we live in and the surrounding area. Promotional opportunities include social media posts about the proclamation, including a press release that will be submitted to the media at the end of the month, which will include all townships who do a proclamation, including the City of Cottonwood, the Town of Camp Verde, the Town of Clarkdale, the Town of Jerome, and the Yavapai County Board of Supervisors.

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

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action for approval of a two-year contract and appointment of Richard Speer as Presiding Magistrate Judge.

Department	Human Resources/ Russ Martin
Time to Present	5 min
Total Time for Item	10 min
Other Council Meetings	September 9, 2025; September 29, 2025; September 14, 2025
Exhibits	A. Presiding Magistrate Judge Contract

Finance Approval	Reviewed 10/13/25 BGW			
City Attorney Approval	Reviewed 10/14/25		**Expenditure Required**	
			$	95,000
City Manager's Recommendation	Reviewed ABS 10/17/25		**Amount Budgeted**	
			$	190,000 (approx., FY26 and FY27)
			Account No. (Description)	10-5520-01-6005 Salary and Wages

SUMMARY STATEMENT

Background: On July 17th Paul Schlegel resigned as Presiding Magistrate Judge. The City completed a nationwide search for a qualified replacement. City Council met on September 9th to conduct initial interviews and on September 29th the finalists were interviewed again by City Council and by staff. The recruitment, review and selection process is now complete, and it is recommended that City Council formally accept the negotiated contract and appoint Richard Speer as the new Presiding Magistrate Judge beginning January 5th, 2026, for a two-year term.

Per Arizona Revised Statutes § 22-403: *Presiding officer of municipal court; appointment; compensation; justice of the peace as magistrate*

> *A. The presiding officer of the municipal court shall be a magistrate, who shall be selected in a manner provided by the charter or ordinances of the city or town. The magistrate shall receive such compensation as provided by the governing body of the city or town.*

Furthermore, per Sedona City Code, 2.45.010:

A. The city magistrate shall be the presiding officer of the magistrate's court and shall be selected by the council and shall perform those functions necessary to the maintenance of the magistrate's court as set forth in this code, and as provided by the Constitution and laws of this state, and the applicable orders, rules and directives of the Arizona Supreme Court.

The terms of the magistrate's contract are set forth in Sedona City Code, 2.70.030:

2.70.030 City magistrates – Appointment – Compensation.

The magistrate court shall be composed of a presiding magistrate and such other magistrates as may be determined by the council. The council shall appoint and may remove for cause the presiding magistrate and such additional magistrates appointed. All magistrates shall be appointed for a period of two years, with their compensation to be determined by the council.

The two-year employment contract is attached as Exhibit A.

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

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

Alternative(s): N/A

MOTION

I move to: approve the appointment of Richard Speer as Presiding Magistrate Judge for the City of Sedona and approve the two-year employment contract, subject to approval by the City Attorney.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2025, by and between the City of Sedona, State of Arizona, a municipal corporation, ("City"), and Richard Speer, ("Employee" or "Judge"), both of whom agree as follows:

WITNESSETH:

WHEREAS**,** City desires to employ the services of the Employee as Presiding Magistrate Judge of the City of Sedona, as provided by A.R.S. § 9-240.B.28 (General powers of common council), A.R.S. § 9-237 (Appointive officers), and Sedona City Code § 2.70.030 (City magistrates – Appointment – Compensation); and

WHEREAS, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Judge; and

WHEREAS, Employee desires to accept employment as Presiding Magistrate Judge for said City of Sedona; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, City and Judge (collectively, the "Parties") agree as follows:

Section 1: Duties and Qualifications

A. City hereby agrees to employ the Employee as Magistrate Judge of City to perform the functions and duties specified in the Sedona City Code, § 2.45.010 (City magistrate); Title 22 (Justice and Municipal Courts), Chapter 4 (Municipal Courts), Articles 1 (General Provisions) and 2 (Procedure) of the Arizona Revised Statutes; and all regulations, orders, policies, and handbooks established by the Arizona Supreme Court or local law, rule, or regulation.
B. Employee agrees to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign, including:
    a. The Judge shall adequately hire, train and supervise Court staff. Court staff are City employees subject to City rules and regulations. The document issued by the Arizona Administrative Office of the Courts entitled Municipal Court Governance Roles and Responsibilities, Revised 3/30/2017, shall serve as a guideline for managing Court Employees but in case of conflict, City personnel rules and policies control. The Parties agree that the Judge will participate in the annual court budget process with the City Manager, City Finance Department, and the City Council to ensure that the staffing needs of the Court are adequately fulfilled.
    b. Reconcile court cash flow and the court bank account monthly and provide the reconciliation reports to the City Finance Director or designee.
    c. Provide monthly revenue distributions to the City Finance Director or designee.
    d. Reconciled and approved P-card statement with detailed receipts attached by the due date that is identified in the email sent by the accounts payable staff each month.
    e. Regularly attend the monthly department head meetings, the annual court budget meeting with City Council, and continue to build relationships with City staff.

C. The Judge shall maintain active admission in good standing to practice law in the State of Arizona and shall meet all COJET or other continuing education requirements. Judge shall preside over all pre-trial conferences, cases, trials, orders of protection, and other hearings or arrange for a Judge Pro Tempore to do so. The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge is solely responsible for judicial decisions.
D. The Judge shall promptly notify the City of any state bar or Judicial conduct complaint filed against them.

Section 2: Term

A. The Judge's term of office shall be for a period of two years beginning January 5, 2026, and ending on January 5, 2028, unless earlier terminated as described below.
B. Judge agrees not to accept other employment for any work that results in a conflict with the Employee's duties in the Sedona City Court. Judge may, with the consent of City, enter into IGA's for performance of court duties with other municipal courts or Justices of the Peace pursuant to A.R.S. § 22-427.
C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with City, subject only to the provision set forth in Section 4 of this agreement.

Section 3: Termination and No Severance Pay

A. This Agreement may be terminated for cause by the City before the expiration of the Term provided for herein if, during the Term of this Agreement, the Judge (i) materially violates the provisions of this Agreement or exhibits willful or wanton failure or refusal to perform the Judge's duties, (ii) is convicted of, or pleads nolo contendere to, any crime; or (iii) commits any act of dishonesty or any act involving moral turpitude or receives bar or judicial discipline which would prohibit Judge from performing the Judge's duties.
B. In the event Employee is terminated by City Council before the expiration of the twenty-four (24) month term of employment, City shall have no obligation to pay Employee any severance pay. However, Employee shall be compensated for all earned vacation days accrued to date, as limited by conditions set forth in the City of Sedona Employee Manual.

Section 4: Resignation

In the event Employee voluntarily resigns their position with City before expiration of the aforesaid term of their employment, then Employee shall give City thirty (30) days written notice in advance or such other length of notice as may be mutually agreed upon in writing by the Parties. In addition to the thirty days' notice, the Employee agrees to be available to the City of Sedona for consultation for an additional (30) thirty days at an hourly rate commensurate with the salary described in Section 6 herein.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and vacation leave, City shall have the option to terminate this

Agreement.

Section 6: Salary and Relocation Expenses

A. City agrees to pay Employee for services rendered pursuant hereto an annual base salary of $155,000 payable in installments at the same time as other employees of the City are paid.

B. City agrees to pay Employee relocation expenses of $7,000. Should Employee resign within twelve (12) months of commencing Employment, Employee agrees to refund the relocation expense payment to the City.

C. The City shall contribute to a 457-retirement plan matched equivalent by the Employee up to 2.25% of Employee's base salary.

D. City may increase Employee's base salary to such extent as the City Council may determine it is desirable to do so, subject to availability of funds and based on annual (or semi-annual) performance evaluations to coincide with the anniversary of Employee's start date.

Section 7: Hours of Work and Telephone

A. It is recognized by the Parties that the duties of Magistrate Judge require work outside of normal office hours and Judge agrees to devote the amount of time and energy necessary to carry out those duties with the highest degree of professionalism possible. The Judge is an unclassified employee per Section 105 of the Employee Manual.

B. The Judge is required to maintain a personal cell phone at which the Judge may be reached in emergency situations including to review requests for warrants from the Sedona Police Department at all times (24/7), or to arrange for such coverage in the event the Judge shall be unavailable. Such telephones shall be the financial responsibility of the Employee.

C. The City shall compensate the Employee $100 per month for the cost of a personal cell phone.

Section 8: Outside Activities

Employee shall not engage in teaching, consulting, or other non-City-connected business without the prior approval of the City Council.

Section 9: Benefits

The Employee will receive vacation leave accrued at 6.15 hours per pay period up to a maximum accrual of 240 hours. Employee shall be entitled to flexible leave, paid holidays and health insurance options as granted to all full-time employees.

Section 10: Dues and Subscriptions

City agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for Employee's full participation in national, regional, state, and local associations and organizations necessary and desirable for the Judge's continued professional participation, growth, andadvancement, and for the good of the City.

Section 11: Professional Development

A. City hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue the reasonable professional development of Employee and to adequately pursue necessary official functions for City, including but not limited to the Judicial Conference, state conferences, and such other national regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the City.

Section 12: Indemnification

In addition to that required under state and local law, City shall defend, save harmless, and indemnify Judge against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring while in the course and scope of the Judge's employment and consistent with the performance of Judge's duties as City Magistrate. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Judge under any law or ordinance.

Section 14: Residency Required

The Employee shall reside within an area that would allow a response time to City Hall of 60 minutes and shall continue to do so as long as employed by the City of Sedona.

Section 15: Other Terms and Conditions of Employment

A. The City Council, in consultation with the Judge, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City of Sedona Code, or any other law. Any such terms shall be set forth in writing as part of or an amendment to this or future employment agreements.

B. Except as otherwise expressly provided herein, all provisions of the City of Sedona Code

and regulations and rules of the City as set forth in the Employee Manual relating to vacation and flex leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Judge as they would to other employees of City, in addition to said benefits herein specifically provided for the benefits of Judge.

C. Judge shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads including provisions governing accrual and payment therefore on termination of employment all as set forth in the Employee Manual.

Section 16: No Reduction of Benefits

City shall not at any time during the term of this agreement reduce the salary compensation of Employee.

Section 17: Notices

Notices pursuant to this agreement shall be given by personal service, email or mail in the United StatesPostal Service, postage paid. Notice shall be deemed given as of the date of the email, personal service, or as of the date of deposit of such written notice with the United State Postal Service.

Section 18: General Provisions

A. The text herein shall constitute the entire agreement between the Parties and may only be modified by a written, mutual amendment signed by the Parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs in law and executors of Employee.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. 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.

(Signatures on following page.)

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

Mayor, City of Sedona	Magistrate Judge

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

CITY COUNCIL AGENDA BILL

AB 3254
October 28, 2025
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible action regarding award of two Departmental Contracts for Services in an amount not-to-exceed $300,000 each for Wastewater Pump and Motor Services to Pumpman Phoenix, dba Scott's AZ Electric Motor Repair and Keller Electrical Industries LLC.

Department	Wastewater
Time to Present	5 minutes
Total Time for Item	10 minutes
Other Council Meetings	N/A
Exhibits	A. Departmental Contract for Services – Pumpman Phoenix, dba Scott's AZ Electric Motor Repair B. Departmental Contract for Services – Keller Electrical Industries, LLC

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Recommend approval ABS 10/17/25

Expenditure Required	
$	TBD
Amount Budgeted	
FY26 $	20,000 59-5253-55-6274 Pump and Motor Repair/Rebuild Services
$	60,000 59-5253-56-6236 Pump and Motor Repair/Rebuild Services
Account No. (Description)	

SUMMARY STATEMENT

Staff are requesting approval of two Departmental Contracts for Services to respondents following the issuance of RFQ 26-05 Wastewater Pump and Motor Services. Each contract will be valid for a term of three years, with an option to extend up to two additional one-year terms, and shall not exceed $300,000 in aggregate, and no individual projects shall be awarded under the Departmental Contract for Services for an amount greater than $150,000.

Background: The wastewater department has over 100 pumps in the collection system and at the wastewater reclamation plant (WWRP). The pumps are essential pieces of equipment that are necessary to move sewage from neighborhoods to the WWRP and through the treatment process. It is essential to have pump repair shops readily available when a failure is experienced. These contracts will replace previous contracts for pump and motor services that have reached the expiration date. The wastewater department will utilize the contracts to perform repairs and/or procure replacement parts for the department's inventory of pumps and other mechanical equipment. The contracts also have provisions for field services to aid in the removal, installation, and electrical wiring of mechanical equipment.

Procurement Method: On August 4, 2025, staff solicited proposals for Wastewater Pump & Motor Services on an as-needed basis. The RFP reached over 450 vendors who were notified of the RFP, 29 vendors viewed the RFP and 2 responses were received by the RFP submittal deadline of August 27, 2025.

The two proposals received were evaluated by Wastewater and Procurement staff using the following criteria:

- Experience, Qualifications, and References: 30 points
- Cost: 70 points

The two proposals submitted were from Pump Man Phoenix and Keller Electrical Industries, LLC. Scoring results are as follows:

	Total	Experience, Qualifications, & References	Cost
Supplier	/ 100 pts	/ 30 pts	/ 70 pts
PumpMan Phoenix	92.03	22.33	69.7
Keller Electrical Industries LLC	68.17	20.67	47.5

After completing evaluation of the proposals received, the Wastewater Department is recommending award to PumpMan Phoenix as the primary contractor and to Keller Electrical Industries, LLC as the secondary/back-up supplier. The department has held contracts with both suppliers in the past with satisfactory performance.

Each vendor will be awarded a three-year contract with two optional one-year renewals, not-to-exceed $300,000.

Budget: The Departmental Service Contracts are for services on an as-needed basis. Individual work orders will be funded through the department's operational budget subject to the signature authorities identified in the city procurement policy.

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

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

Alternative(s): Council may reject award of the Departmental Contract for Services and provide direction on alternative procurement methods for pump and motor repair services.

Doing so may have negative consequences such as extended down time of essential equipment.

MOTION

I move to: approve award of a Departmental Contract for Services for RFQ 26-05, Pump and Motor Services, to PumpMan Phoenix, dba Scott's AZ Electric Motor Repair and Keller Electrical Industries, LLC. in amounts not-to-exceed $300,000 each, subject to approval of the written contract by the City Attorney's Office.

DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This Contract ("CONTRACT") is made and entered into on this ____ day of _____, 2025 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Pumpman Phoenix, dba Scott's AZ Electric Motor Repair "CONTRACTOR").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and

D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the **Wastewater Pump & Motor Services** (the "Project") Primary Contractor, as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A 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 CONTRACTOR. If

CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.

E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to 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 or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.

F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without 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. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **$300,000**. Except as otherwise set forth in this CONTRACT, 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, CONTRACTOR 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 an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. 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, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'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 CONTRACTOR to accomplish a task hereunder may be reimbursed by CITY, however, 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. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

3. **PROFESSIONAL RESPONSIBILITY**. The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW**. It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION**. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE**.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'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 (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS

($2,000,000.00) general aggregate.

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 CONTRACTOR'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."

B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'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 CONTRACT 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 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 CONTRACTOR 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 CONTRACT 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 CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.

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.

7. **NON-ASSIGNABILITY**. Neither this CONTRACT, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

8. **TERM; TERMINATION**.

   A. Term. This CONTRACT shall commence on the effective date and shall continue for a term of three (3) years with the option to renew for two additional one-year terms unless otherwise terminated as provided herein.

   B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR 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 CONTRACT for cause if CONSULTANT fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.

   D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT 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 services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.

   E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT 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 CONTRACT, This CONTRACT 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.

9. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This CONTRACT 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 CONTRACT or the subject matter thereof and consent to a trial to the court.

10. **INDEPENDENT CONTRACTOR**. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

11. **NO WAIVER**. Delays in enforcement or the waiver of one (1) or more defaults or breaches of this CONTRACT by CITY shall not constitute a waiver of any of the other terms or obligations of this CONTRACT.

12. **ENTIRE AGREEMENT**. This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT 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 CONTRACT. In the event any term or provision of this CONTRACT 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 CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. **NON-DISCRIMINATION**. CONTRACTOR, its agents, employees, and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

14. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

    A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.

    B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR 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 CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR 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 CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT 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, transportation facility or improvement to real property.

    D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).

    E. CONTRACTOR 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. If applicable, CONTRACTOR 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."

15. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute though voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.

16. **DELAYS**. CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

17. **REMEDIES UPON BREACH**. If any party to this CONTRACT materially breaches the terms of the CONTRACT, 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 CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

18. **CONFLICT OF INTEREST**. From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR 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 CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

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

CITY:	City of Sedona Attn: 102 Roadrunner Drive Sedona, AZ 86336
CONTRACTOR:	Pumpman Phoenix, dba Scott's AZ Electric Motor Repair 2824 E Washington Street Phoenix, AZ 85034

20. **EXHIBITS**. The following exhibits, are a part of this CONTRACT and are incorporated herein by 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 CONTRACT, the terms of the CONTRACT

shall control.

21. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS**. Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA**. As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT 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

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt Christianson, City Attorney

PUMPMAN PHOENIX
dba SCOTT'S AZ ELECTRIC MOTOR REPAIR

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

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).

RESPONSE TO RFP 26-05

Abstract

The following proposal has been prepared in response to 26-05RFP Wastewater Pump & Motor Services issued by the City of Sedona highlight the qualifications of Pumpman Phoenix

Austin Heller
(480) 823-2785
Austin@pumpmanphoenix.com

PumpMan
A HARRINGTON Company

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PumpMan
A HARRINGTON Company

Letter of Transmittal

This section contains the official Letter of Transmittal prepared in response to 26-05RFP Wastewater Pump & Motor Services issued by the City of Sedona.

The letter shall include the following elements:

1. Statement of understanding of the work to be performed
2. Statement of affirmation of the Contractor's qualifications for professionally and expertly conducting the work as understood.
3. A copy of Contractor's Arizona Registrar of Contractors Licenses and proof of membership in the Electrical Apparatus Services Association (EASA).
4. The Contractor's contact person concerning the proposal and a telephone number and e-mail address where that person can be reached.
5. Signed by Contractor's authorized representative.

The Letter of Transmittal immediately follows this cover page.

PumpMan
A HARRINGTON Company

2824 E. Washington St.
Phoenix, AZ 85138
Tel (480) 758-4959
info@pumpmanphoenix.com
www.pumpmanphoenix.com

Ian Coubrough
Procurement
City of Sedona

Letter of Transmittal – 26-05RFP Wastewater Pump & Motor Services

Dear Ian,

Statement of Understanding of the Work
PumpMan Phoenix understands the full scope of work described in the City of Sedona's Request for Proposals for Wastewater Pump and Motor Services. We recognize the importance of maintaining reliable performance of municipal pumping and motor equipment, and we are committed to completing the work to our best abilities in accordance with the specifications, schedule, and safety requirements outlined by the City.

Statement of Affirmation of Qualifications
Our team affirms that PumpMan Phoenix is fully qualified to professionally and expertly conduct this work. With over a decade of experience serving Arizona municipalities and industrial clients, our technicians are highly trained and equipped with the specialized tools necessary to perform preventative maintenance, repairs, and installations.

Licenses and Membership
Enclosed with this proposal are copies of PumpMan Phoenix's Arizona Registrar of Contractors Licenses as well as proof of our membership in the Electrical Apparatus Service Association (EASA), demonstrating our adherence to national best practices in motor and pump repair.

Contact Person
The designated contact for this proposal is:

Austin Heller
Sales Engineer
Phone: (480) 823-2785
Email: austin@pumpmanphoenix.com

Authorized Signature
This proposal is submitted with full authorization from Tom Bridenback, General Manager of PumpMan Phoenix.

Tom Bridenback		8/22/25
Printed Name	*Signed Name*	*Date*

Sincerely,
Austin Heller

PumpMan
A HARRINGTON Company

General Profile of Contractor

This section provides the General Profile of Contractor in response to 26-05RFP Wastewater Pump & Motor Services issued by the City of Sedona. It outlines PumpMan Phoenix's experience, qualifications, and approach to performing the work specified in the scope of services.

The following information is included in this section:

1. A statement describing PumpMan Phoenix's proven track record in successfully conducting work of similar nature and scope.
2. Documentation and narrative demonstrating compliance with all requirements specified in Section IV of the RFP.
3. An overview of PumpMan Phoenix's history, including the number of years in continuous operation.
4. The address and details of the office serving this project.
5. Background, qualifications, and proposed responsibilities of the supervisor or superintendent assigned to this project, along with the specific duties of each key employee relative to the City's work.
6. A reference list of other municipalities and government agencies previously served, including names, phone numbers, and contact information for at least three (3) representatives.

The General Profile of contractor immediately follows this cover page.

PumpMan
A HARRINGTON Company

Experience in Similar Work

Pumpman phoenix has been serving Arizona for over 11 years and we are pleased to submit our bid in response to the City of Sedon's request. With many years of experience handling all items listed in Exhibit 3, we bring deep technical expertise along with robust operational capabilities. Our full service department is equipped with service trucks, crane trucks, and a pump and motor repair parts inventory valued at roughly $500k. This ensures timely, efficient service on every project.

Company Overview

At Pumpman Phoenix, we specialize in pump maintenance, motor services, and mechanical seal management. Our capabilities are further enhanced by a full machine shop and motor winding shop, which allow us to handle complex repairs and custom work in-house. We are proud to be certified as both an EASA Repair Shop and a UL Repair Shop, affirming our commitment to industry standards and quality. In addition, our responsive sales team is always ready to quickly provide quotes for service, repairs, or new installations, ensuring a seamless experience from the initial inquiry through project completion.

Relevant Experience & Capabilities

Our extensive experience spans a wide range of services including preventive maintenance, vibration analysis, and oil analysis. With our comprehensive service department, significant repair parts inventory, and specialized facilities, we are always prepared to address both routine and unexpected challenges. The combination of our service trucks, crane trucks, and in-house repair shops ensures that we meet the rigorous demands outlined in Exhibit 3 with efficiency and precision.

Customer & Municipal Experience

We proudly serve a diverse portfolio of high-profile clients and municipalities. Our track record includes major commercial entities such as the Apple Data Center, Intel, and Boeing, as well as prominent healthcare institutions like Banner Hospitals and May Clinics. Additionally, we maintain strong working relationships with municipalities including the City of Gilbert, Chandler, and Mesa. Notably, in the City of Phoenix we currently hold three critical contracts covering pumps, motors, and mechanical seals, underscoring our proven reliability and commitment to quality.

Technical Approach & Methodology

Our approach is both collaborative and detail-oriented. We work closely with onsite teams to ensure that we have necessary information before starting any work. Our comprehensive service capabilities, from our machine shop and motor winding shop to our mobile service and crane trucks, enable us to execute projects efficiently while minimizing downtime. Furthermore, our quick-response sales team ensures that all requests for quotes are handled promptly, keeping projects on schedule and within budget.

Conclusion

Pumpman Phoenix is enthusiastic about the opportunity to support the city of Sedona and leverage our extensive expertise, full service capabilities, and robust infrastructure, including our EASA and UL certifications, to meet your needs. We are confident that our proven track record and comprehensive resources will deliver exceptional value to this contract and any resulting work.

Evidence of Meeting Requirements

PumpMan Phoenix has thoroughly reviewed and understands the Scope of Work outlined in Section IV of the RFP. We agree to the general provisions, warranty requirements, and all conditions specified. Our team is committed to doing everything within our power to uphold the required response times and provide timely delivery of replacement parts and equipment. With our in-house capabilities, experienced technicians, and established vendor partnerships, we are confident in our ability to meet and exceed the City's expectations for reliability, quality, and responsiveness.

Our team is composed of highly trained technicians, engineers, and support staff who work together to handle a wide range of pump and motor repair services. We maintain a 45,000-square-foot facility fully stocked with approximately $500,000 worth of pump and motor repair parts. This inventory allows us to respond quickly to repair needs without the delays often associated with sourcing materials.

Below is a representative list of the key equipment we use to perform our services:

1. **Machining & Fabrication**
    - Baco model BB-150 bake oven
    - Steelman burn-off oven
    - Dip tank (5' x 5' x 5')
    - (4) Lathes (up to 36" swing), including a Dainichi DM-18
    - (2) Bridgeport mills
    - Full machine shop and motor winding shop
2. **Lifting & Handling**
    - Spanco 2-ton overhead hoist
    - Spanco 1-ton overhead hoist
    - Kone 2-ton gantry crane
    - Hospital Rigging Systems Portable Gantries (1 and 2 ton)
    - (2) Forklifts
    - (2) Service trucks with 1-ton cranes
    - 2002 Sterling 18-ton crane truck

3. **Testing & Diagnostics**
    - (2) Dyna Bal balance machines
    - (3) Bearing heaters
    - Megger meters, Fluke multimeters, tachometers
    - Lexco Core tester with reporting capabilities
    - VFD Test Panels (480V 600AMP and 4160V 100AMP)
    - (2) Surge testers with reporting capabilities
    - (3) Pruftechnik Rotalign Touch laser alignment tools
    - (2) Pruftechnik Vibxpert II vibration analyzers
    - (2) Belt laser alignment tools
    - IRD Core Loss Tester
4. **Additional Equipment & Capabilities**
    - Clemco sandblast booth (8' x 10' x 15')
    - 185 portable air compressor
    - Miller and Lincoln portable welders/generators
    - Doosan P1 85WDO-T4F compressor
    - LUDECA Sheave Master Greenline
    - Miller Welder 951766 and contact tip
    - Multiple service trucks and parts pick-up trucks

This comprehensive suite of equipment and our skilled workforce enable us to perform everything from basic preventive maintenance to complex overhauls, ensuring minimal downtime and high-quality outcomes for our clients.

Timeframe and Ability to Handle Multiple Jobs

Pumpman Phoenix has a proven track record of completing projects on time and on budget, even when managing multiple simultaneous jobs. We recognize that this contract encompasses a broad range of services. Our 3 prong approach to scheduling and resource allocation ensures we meet the diverse needs promptly and effectively:

1. **Rapid Response and Scheduling**
    - Pumpman phoenix has multiple technicians on call 24/7 and will typically respond to an emergency within 12 hours.
        - Once an emergency request is received, our team typically responds within 30 minutes to acknowledge the issue and begin coordination.
        - Following the initial contact, we aim to have a qualified technician on-site within 12 hours to assess and begin addressing the problem.
    - Our fleet of service vehicles, crane trucks, and well-stocked parts inventory (valued at approximately $500,000) enable us to begin work quickly, reducing lead times.
    - For city municipal work, Pumpman will do everything within our ability to respond to normal non-emergency responses within 48 hours to 72 hours.
    - When quoting repair work, we will do our best to provide an estimate within 24 hours after we have finished the proper tear down and inspection of all equipment.
    - For city repairs we will do everything in our power to meet the 14 working days requirement for turnaround.
    - When our ability permits, and when the city requests, we will do everything in our power to provide a turnaround time of 7 workings days.
2. **On-Time Completion Rate**
    - By maintaining clear communication and assigning dedicated teams to each project, we consistently achieve high on-time completion rates.
    - Should unforeseen circumstances arise, such as unexpected part requirements or site conditions, we promptly adjust our resources and provide immediate updates to keep the project on schedule.
3. **Managing Multiple Projects**
    - Our 45,000-square-foot facility, staffed by skilled technicians and supported by in-house machining and motor winding capabilities, allows us to handle several projects simultaneously without compromising quality or safety.
    - We deploy specialized crews and equipment as needed, ensuring each project receives the attention and expertise required. This structure enables us to perform

preventative maintenance, major repairs, or complete replacements at multiple sites concurrently.

Pumpman is an Electrical Contractor

Pumpman Phoenix is a licensed electrical contractor and performs all electrical work directly with our skilled in-house team, eliminating the need for subcontractors and ensuring consistent quality, efficiency, and safety on every project.

Selecting the Right Technician for the Job

At Pumpman Phoenix, we begin by carefully selecting the best technician for each electrical pump control project. With the vast diversity in control systems, we recognize that some of our technicians have stronger expertise in certain brands or types of systems. By assigning the most knowledgeable technician for each specific system, we optimize troubleshooting and setup from the start, ensuring efficient and accurate service.

Leveraging Manufacturer Support for Faster Resolutions

Pumpman phoenix is a good standing member of the Electrical Apparatus Service Association (EASA). We work with motor and pump manufacturers regularly performing warranty evaluations and repairs. We proactively ensure that we have direct access to the manufacturer's support line for every control system we work with. We are not hesitant to reach out for assistance when needed, as combining the manufacturer's in-depth product knowledge with our extensive service experience often leads to faster and more effective problem resolution. This collaborative approach minimizes downtime and ensures that any issues are diagnosed and resolved efficiently.

Utilizing Advanced Diagnostic Tools and VFD Testing

We further enhance our process with cutting-edge diagnostic tools, including our VFD tester panels, which allow us to rigorously test pumps and motors before deployment. Our team is highly trained in VFD programming, setup, and troubleshooting, ensuring that systems are configured correctly and operating at peak performance.

Ensuring Reliability and Optimal Performance

By combining technical expertise, manufacturer collaboration, and top-tier diagnostic equipment, we provide reliable, high-quality service for all electrical pump control needs. This structured approach ensures that repairs, replacements, and installations are done right the first time, reducing downtime and enhancing the longevity of the equipment.

Method of Approach

At Pumpman Phoenix, we follow a systematic diagnostic process to ensure every issue with storm pumps is thoroughly identified and resolved. Our approach includes:

- **Comprehensive Visual & Historical Assessment:**
  Our technicians begin with an in-depth visual inspection and a review of previous maintenance records to understand the equipment's history and identify any obvious issues.
- **Advanced Diagnostic Testing:**
  Pumpman Phoenix utilizes state-of-the-art equipment, including vibration analyzers, Pruftechnik laser alignment tools, Megger meters, Fluke multimeters, and Lexco Core testers. These machines and tolls help us accurately assess both mechanical and electrical components. This allows us to pinpoint issues such as misalignment, wear, or electrical faults with precision.
- **Data Analysis & In-House Expertise:**
  The diagnostic data is immediately analyzed in our fully equipped machine shop and motor winding shop. Our team leverages years of experience to interpret the results, ensuring that the root cause of any problem is correctly identified before proceeding with repairs.
- **Verification & Follow-Up:**
  Once repairs are completed, we perform follow-up tests using our diagnostic equipment to confirm that the storm pump is operating within optimal parameters. This multi-step approach guarantees that all issues have been thoroughly addressed and that the equipment is both safe and efficient.

Our comprehensive Safety Plan is designed to ensure the well-being of our personnel and the success of every project. Key elements include:

- **Confined Space Work Procedures:**
  - **Permit System:** Prior to entry into any confined space, our team follows a strict permit system which requires a detailed hazard identification and risk assessment.
  - **Atmospheric Monitoring:** Continuous monitoring of oxygen levels and potential contaminants is performed during confined space operations.
  - **Personal Protective Equipment (PPE):** We enforce the use of appropriate PPE at all times, ensuring that every team member is properly equipped.

  - **Standby Rescue & Emergency Procedures:** A trained rescue team is always on standby during confined space work, and clear emergency procedures are in place and regularly practiced.
  - **Training & Competency:** All personnel involved in confined space operations receive specialized training and regular refresher courses to remain current with OSHA regulations and industry best practices.

- **General Safety Measures:**
  - Regular safety audits and toolbox talks reinforce our commitment to a safe working environment.
  - A centralized incident reporting system ensures that any safety concerns are quickly addressed.
  - All safety protocols are integrated into our overall project management process, ensuring consistent adherence throughout the project lifecycle.

Sample Safety Plan – Example

1. Job Hazard Analysis (JHA) for Electrical Work (attached, see following)

Our Job Hazard Analysis (JHA) for Electrical Work is designed to identify potential hazards, assess risks, and implement control measures to ensure a safe working environment. This plan includes a thorough evaluation of the worksite, identification of live electrical components, proper lockout/tagout (LOTO) procedures, and the use of appropriate personal protective equipment (PPE). Technicians follow strict protocols for voltage testing, grounding, and insulation verification before beginning work. Additionally, clear communication and coordination with the onsite team ensure all safety measures are in place before electrical repairs or installations begin.

Job Hazard Analysis

Task/Job	RITM 12565563
Code/Facility/Room	OC3 HF ROOM DEMO
Revision	
Revision Date	
Completed by/Date	Austin Heller, Elza Gennicks, David Barnes (03/28/24)

Description of Work	**THE SCOPE TO PRICE IS ANY DE-INSTALLATION OF ELECTRICAL AND I&C WORK INCLUDING CONDUIT AND WIRING BACK TO ITS SOURCE OR NEAREST POC, DE-INTALL 2 CABINETS BY THE NORTH DOOR AND ONE BY THE SOUTH DOOR (BACK OF ROOM) AND 2 ELECTRICAL BOXES. DE-INSTALL OF SERVICES AND MISC MATERIAL WILL BE DISPOSED OF PER INTEL SUPPLIED WASTE BINS.**

Check Potential Hazards					
	Flooding		Confined Spaces	**X**	Fire Hazard
	Skin Irritants	**X**	High Noise Level		Hot or Cold Surfaces
X	Fall Potential		Excavation Hazard		Lead Exposure
	Toxic Material		Inadequate Ventilation		Chemical Exposure
	Lifting Hazards		Water Hazard	**X**	Sharp Edges
X	Cut / Pinch Points		Ionizing Radiation		Compressed Gasses
	Vibration		Environmental Hazard	**X**	Crush/Strike Hazards
Other Hazards		Eletrical Components Failures			

Check Special Precautions			
X	Simultaneous Operations		Near Miss Reports
	Pollution Prevention		Dangerous Waste Disposal
	Redundant Protection		Overhead or Underhead Power Lines
X	Pre-job Safety Discussions		Overhead Powerlines Near the Job Site
	Lifting Hazards		Dig Alert
Other			

Check Personal Protective Equipment (PPE)					
X	Hard Hats	**X**	Safety Foot Wear		Air Lines/Hood
X	Eye Protection	**X**	Ear Protection		Personal Grounds
X	Face Protection		Coveralls		Hot Work Permit
	Respirators		SCBA	**X**	Operating Procedures
Other					

Task/Job Steps	Potential Hazard	Control Methods
Preparation and Planning	Lack of proper planning and risk assessment	Conduct thorough hazard assessment and risk analysis
	Improper selection of PPE	Ensure workers are equipped with appropriate PPE
	Failure to obtain necessary permits	Obtain all required permits per intel specifications
	Use of defective or damaged tools	Conduct thorough inspection of all tools and equipment before job starts
Confined Space Entry (If Applicable)	Atmospheric hazards (e.g., toxic gases, oxygen deficiency)	Monitor atmosphere with gas detectors and ensure proper ventilation
	Physical hazards (e.g., engulfment, entrapment)	Use harness and lifeline for confined space entry and rescue
	Communication failure between workers inside and outside the confined space	Establish reliable communication methods (e.g., two-way radios)
Electrical Disconnecting	Electric shock or arc flash	Wear insulated gloves, use lockout/tagout procedures
	Burns from hot surfaces or sparks	Wear flame-resistant clothing, use appropriate barriers
	Injury from sharp edges or tools	Use proper tools and handling techniques
	Falls from elevated work areas	Use ladders or scaffolding with proper fall protection
Wiring and Conduit Manipulation	Electrocution from exposed wires	Ensure power is properly disconnected and verified
	Strain injuries from lifting heavy equipment or materials	Use mechanical aids for lifting and handling
	Cuts or abrasions from sharp conduit edges	Use gloves and handle conduit with care
Cleanup and Post-Job Inspection	Slip, trip, and fall hazards	Keep work area clean and free of debris
	Hazardous waste exposure	Properly dispose of hazardous materials
	Failure to restore work area to safe condition	Ensure all equipment is properly stored and secured

Notes	**Feedback and Reporting**: Provide channels for workers to provide feedback on safety procedures and report any incidents, near misses, or hazards encountered during the task. Emphasize the importance of a culture of safety and continuous improvement. **Risk Awareness**: Encourage workers to remain vigilant and proactive in identifying and mitigating risks throughout the task. Stress the importance of speaking up about safety concerns and actively participating in hazard identification and risk assessment processes. **Communication Protocol**: Reinforce the need for clear communication among team members throughout the task utilizing the PTP forms. Specify communication channels, frequency of check-ins, and procedures for reporting hazards or concerns.

Signature	

Sample Safety Plan – Example

2. Lift Plan for Data Center (attached, see following)

The Lift Plan for the Data Center ensures the safe and efficient handling of heavy equipment within a controlled and high-security environment. This plan includes pre-lift inspections, crane and rigging selection, load weight calculations, and designated lift zones. All personnel involved are required to attend a pre-lift safety briefing to review communication signals, emergency procedures, and load stabilization techniques. Strict adherence to facility regulations and coordination with site management is maintained to prevent disruptions and ensure compliance with all safety requirements.

PumpMan Phoenix – VFD, Motor, and Pump Removal Lift Plan

Lift Plan Overview: This lift plan details the safe removal and transportation of a Variable Frequency Drive (VFD), motor, and pump from their operational setup. The job will involve detaching the VFD from the motor and moving it aside, removing the motor and transporting it to the truck, followed by detaching the pump and transporting it to the truck. The heaviest item, the motor, weighs 4,000 lbs, and will require careful handling and secure lifting procedures.

Lift Equipment:

- **Forklift**: 10,000 lbs capacity
- **Lifting Accessories**: Slings, eye bolts, shackles, and straps rated for 4,000 lbs or higher
- **Transport Equipment**: Heavy-duty cart or pallet jack (optional, for pump and VFD if required)

Safety Measures:

- **PPE Required**: Hard hats, steel-toed boots, gloves, safety glasses, and high-visibility vests.
- **Spotter**: A spotter will guide all lifts and movements to ensure safety and monitor load stability.
- **Inspection**: Inspect all lifting equipment and tools before use for signs of wear or damage.
- **Communication**: Use radios or hand signals for clear communication between the operator, spotter, and ground personnel.
- **Power Lockout**: Confirm the system is locked out and tagged out (LOTO) to ensure no accidental energization.

Lift Sequence:

1. Detaching and Moving the VFD:

- **Preparation**:
    - Confirm power to the VFD is locked out and tagged out.
    - Detach the VFD from the motor, keeping the incoming power line connected and properly secured to avoid stress or damage.
- **Moving the VFD**:
    - Place the VFD on a stable surface or transport cart and move it to a safe area clear of the work zone.
    - Spotter ensures the power line remains intact and free from interference.

---

2. Removing the Motor:

- **Pre-Lift Checks**:
    - Confirm the motor's weight (4,000 lbs) and lifting points are secure and accessible.
    - Attach lifting slings or eye bolts to the motor, ensuring proper balance and load distribution.
    - Inspect the forklift for adequate capacity (10,000 lbs) and load center alignment.
- **Lifting the Motor**:
    - With a spotter guiding the operation, lift the motor slowly, keeping it low to maintain stability.
    - Transport the motor to the truck, ensuring a clear path and controlled movements.
    - Carefully lower the motor onto the truck bed and secure it using straps or chains rated for the load.

---

3. Detaching and Transporting the Pump:

- **Preparation**:
    - Detach the pump from its connections and mounting points.

    - Check the weight and lifting points to ensure safe handling.
- **Lifting the Pump**:
    - Securely attach slings or lifting straps to the pump.
    - Use the forklift to lift the pump, following the same controlled procedures as with the motor.
- **Transport**:
    - Move the pump to the truck and carefully lower it into position.
    - Secure the pump on the truck bed using rated straps or chains.

Lift Details:

- **Heaviest Item**: Motor (4,000 lbs)
- **Forklift Capacity**: 10,000 lbs
- **Lift Type**: Vertical with controlled transport
- **Safety Protocols**:
    - Maintain clear communication throughout the job.
    - Use a spotter to guide all movements and ensure no personnel are in the danger zone during lifts.

Years in Business

Pumpman Phoenix is composed of highly skilled professionals with diverse backgrounds, each bringing unique expertise to the table. From experienced technicians to project managers and sales support, every team member works in unison to deliver unparalleled service. We are committed to continuous learning and improvement, staying ahead of industry trends and certifications such as EASA and UL repairs, so we can consistently meet our clients' evolving needs. Our collaborative approach ensures that we apply the right skills at the right time, adding measurable value to all projects, no matter their complexity or scale.

Name	John Frye
Title	Sales Manager
Experience	
- 20 years of industry pumps repairs, service, sales, ownership, and management	

Name	David Martz
Title	Technical Consultant
Experience	
- 50 years of pump sales, service, and installation	

Name	Jordan Baclagan
Title	Service Manager
Experience	
- 10 years of industry experience in service, repairs, maintenance plans, and management	

Name	Jim Hussey
Title	Shop Manager
Experience	
- 30 years of industry experience in pumps, motors, air compressors, ownership, management, and shop operations.	

Name	Title	Years of Experience
Eathan Rode	Electrician / Pump Technician / Certified Crane Operator / CDL	15
Chris Erskine	Electrician / Pump Technician / Certified Crane Operator / CDL	20
Eddie Martin	Pump Technician / Welder / Certified Crane Operator / CDL	20
Jordan Baclagan	Pump Technician / Plumber	10
Paul Hohos	Pump Technician/ Certified Crane Operator / CDL	10
Tod West	Certified Crane Operator / Deliver Driver	30
Elijah Herndon	Motor Winder	2
Martin Garcia	Motor Winder	15
Adrian Garcia	Machinist	20
Joe Roche	Machinist	25
Martin Garcia	Pump Mechanic / Machinist Apprentice	5
Michael Richards	Pump / Motor Mechanic	20
David Jenkins	Pump / Motor Mechanic	25
Andy Meyers	Sales	6
Austin Heller	Sales	4
Bernie Rosner	Sales	30
Elza Gennicks	Sales	10
David Barnes	Sales	30
Zach Brown	Scheduling	5
Zach Hurley	Warehouse Operations	5
Alma Arriola	Administration	5

Office Location

Our main office and repair shop, located at **2824 E Washington St, Phoenix, AZ 85034**, serves as the central hub for all PumpMan Phoenix operations. This facility houses not only our machining, fabrication, and testing capabilities, but also all of our specialized equipment and service fleet, including boom trucks, and field service vehicles. By maintaining our equipment and resources in one dedicated location, we ensure efficient mobilization, rapid response, and full support for both in-shop repairs and on-site service throughout the Greater Phoenix area and across Arizona.

Supervisor / Superintendent Experience

The supervisor that will be assigned to your jobsite is Jordan Baclagan

General Experience for Jordan Baclagan:

- Over 10 years of industry experience in service, repair, maintenance planning, and management of pumps, motors, and related equipment.
- Proven ability to direct on-site work safely and efficiently, maintaining compliance with OSHA practices, local codes, and regulatory standards.
- Designated as a qualified supervisor/authorized representative with full authority to act on behalf of the contractor.
- Skilled in jobsite coordination, communication with customer representatives, and ensuring project requirements are completed to specification.
- Adept in training and guiding technicians on proper repair practices, safety procedures, and maintenance techniques.

References

PumpMan Phoenix has a long history of partnering with municipalities and government agencies across Arizona to provide reliable pump, motor, and field services. Our reputation has been built on responsiveness, technical expertise, and a commitment to long-term solutions for critical water and wastewater infrastructure. To demonstrate our past performance and customer satisfaction, we have included three completed from municipal clients who have firsthand experience with our services. These references provide direct testimony regarding the quality of our work, timeliness, communication, and overall value delivered.

PumpMan
A HARRINGTON Company

2824 E. Washington St.
Phoenix, AZ 85138
Tel (480) 758-4959
info@pumpmanphoenix.com
www.pumpmanphoenix.com

PumpMan Phoenix – Customer Reference Form

Customer / Agency Name: Tom Brewer

Department / Division: Utilities Department

Contact Person: Tom Brewer
Title: Central Plant Department
Phone: 480-606-2570 **Email:** brewer.thomas@mayo.edu

1. Project Information

- **Type of Work Performed:**
  - ■ Pump Repair
  - ■ Motor Repair
  - ■ Preventative Maintenance
  - ■ Field Service / Emergency Response
  - ■ Vibration Analysis / Diagnostics
  - ☐ Other: _____
- **Project Location:** 5777 East Mayo Blvd
- **Approximate Date(s):** Recent 8-22-2025

2. Customer Experience

Please rate your experience with PumpMan Phoenix in the following areas:

Category	Excellent	Good	Fair	Poor	Comments
Quality of Work	✔	☐	☐	☐	They work safely with LOTO
Timeliness	✔	☐	☐	☐	
Professionalism	✔	☐	☐	☐	
Communication	✔	☐	☐	☐	Always let us know their findings
Overall Satisfaction	✔	☐	☐	☐	

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3. Additional Feedback

We like that they have 24 hour service, they will work after hours for our needs

4. Authorization

By completing this form, you acknowledge that PumpMan Phoenix may submit this information as part of its proposal for future contracts.

Signature: Tom Brewer **Date:** 8-27-2025

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A HARRINGTON Company

2824 E. Washington St.
Phoenix, AZ 85138
Tel (480) 758-4959
info@pumpmanphoenix.com
www.pumpmanphoenix.com

PumpMan Phoenix – Customer Reference Form

Customer / Agency Name: EPCOR USA

Department / Division: Wastewater Treatment

Contact Person: Jed Lant
Title: Wastewater Manager
Phone: (480) 798-0413 **Email:** jlant@epcor.com

1. Project Information

- **Type of Work Performed:**
  - ■ Pump Repair
  - ■ Motor Repair
  - ■ Preventative Maintenance
  - ■ Field Service / Emergency Response
  - ☐ Vibration Analysis / Diagnostics
  - ☐ Other: _____
- **Project Location:** San Tan District (5) Sites
- **Approximate Date(s):** Various throughout the yerars

2. Customer Experience

Please rate your experience with PumpMan Phoenix in the following areas:

Category	Excellent	Good	Fair	Poor	Comments
Quality of Work	☑	☑	☑	☑	Excellent
Timeliness	☑	☑	☑	☑	Excellent
Professionalism	☑	☑	☑	☑	Excellent
Communication	☑	☑	☑	☑	Excellent
Overall Satisfaction	☑	☑	☑	☑	Excellent

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3. Additional Feedback

4. Authorization

By completing this form, you acknowledge that PumpMan Phoenix may submit this information as part of its proposal for future contracts.

Signature: _____ **Date:** 8/26/2025

PumpMan
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2824 E. Washington St.
Phoenix, AZ 85138
Tel (480) 758-4959
info@pumpmanphoenix.com
www.pumpmanphoenix.com

PumpMan Phoenix – Customer Reference Form

Customer / Agency Name: City of Phoenix

Department / Division: Water Services

Contact Person: Roy Lopez
Title: Maintenance Planner/Scheduler
Phone: 602-495-7946 **Email:** roy.lopez@phoenix.gov

1. Project Information

- **Type of Work Performed:**
  - ☑ Pump Repair
  - ☑ Motor Repair
  - ☐ Preventative Maintenance
  - ☐ Field Service / Emergency Response
  - ☑ Vibration Analysis / Diagnostics
  - ☑ Other: _____
- **Project Location:** Various Lift Stations for the City
- **Approximate Date(s):** over 2 years

2. Customer Experience

Please rate your experience with PumpMan Phoenix in the following areas:

Category	Excellent	Good	Fair	Poor	Comments
Quality of Work	☑	☐	☐	☐	_____
Timeliness	☑	☐	☐	☐	_____
Professionalism	☑	☐	☐	☐	_____
Communication	☑	☐	☐	☐	_____
Overall Satisfaction	☑	☐	☐	☐	_____

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3. Additional Feedback

Both the Sales team and Mechanical side have provided exceptional service in a timely manner, keeping us well informed on issues and wait times.

4. Authorization

By completing this form, you acknowledge that PumpMan Phoenix may submit this information as part of its proposal for future contracts.

Signature: _____ **Date:** 8/27/25

Cost

In accordance with the RFP requirements, PumpMan Phoenix has completed the provided Excel cost form with detailed pricing information. This document outlines all associated costs for labor, materials, equipment, and related services, organized by the categories requested by the City. By following the prescribed format, we have ensured clarity, transparency, and ease of comparison for the City's evaluation team.

Responses

Success: All data is valid!

Status	#	Item	Quantity Required	UOM	Numeric Unit Price	Total Cost
Section 1 - Motor Purchase and Repairs						
Success: All values provided	#1-1	**Markup on invoice for new motors and repair parts. (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.25	$ 1.25
Success: All values provided	#1-2	**On-Site - 4-5 ton crane with operator**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-3	**On-Site - Crane delivery and pick-up**	1	Lump Sum	$ 270.00	$ 270.00
Success: All values provided	#1-4	**On-Site - Each additional crew person**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-5	**On-Site - Three Man Crew - Mobilization charge for travel to & from Job location (if any)**	1	Lump Sum	$ 405.00	$ 405.00
Success: All values provided	#1-6	**On-Site - Three Man Crew - Hourly rate for crew from time of arrive to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 405.00	$ 405.00
Success: All values provided	#1-7	**On-Site - Three Man Crew - Overtime Rate (Saturday, Sunday, or Holiday)**	1	Hour	$ 540.00	$ 540.00
Success: All values provided	#1-8	**On-Site - Two Man Crew - Mobilization charge to and from job site (if any)**	1	Lump Sum	$ 270.00	$ 270.00
Success: All values provided	#1-9	**On-Site - Two Man Crew - Hourly rate for crew from time of arrival to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 270.00	$ 270.00
Success: All values provided	#1-10	**On-Site - Two Man Crew Overtime Rate (Saturday, Sunday, or Holiday)**	1	Hour	$ 360.00	$ 360.00
Success: All values provided	#1-11	**On-Site - One Man Crew - Mobilization Charge to and from job location**	1	Lump Sum	$ 135.00	$ 135.00
Success: All values provided	#1-12	**On-Site - One Man Crew - Hourly rate from time of arrival to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-13	**On-Site - One Man Crew Overtime Rate (Saturday, Sunday, Holiday)**	1	Hour	$ 180.00	$ 180.00
Success: All values provided	#1-14	**Shop Service - Shop Labor (per man)**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-15	**Shop Service - Machinist**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-16	**Shop Service - Welder/shop**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-17	**Shop Service - Field Welder/shop**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-18	**Shop Service - Field Tech or Field Electrician (1 man & 1 truck)**	1	Hour	$ 135.00	$ 135.00

Success: All values provided	#1-19	**Shop Service - Infrared Camera/Thermal Images**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-20	**Shop Service - Filed Vibration Analysis Service**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-21	**Shop Service - Shop Dynamic Balancing Service**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#1-22	**Shop Service - Laser Shaft Alignment**	1	Hour	$ 135.00	$ 135.00
Basket Total						**$ 4,456.25**

Section 2 - Pump Purchase and Repairs

Success: All values provided	#2-1	**Markup on invoice for new pump. (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.25	$ 1.25
Success: All values provided	#2-2	**On-site - Standard Pump Service**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#2-3	**On-Site Service - Truck with Electrician**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#2-4	**Shop Repairs**	1	Hour	$ 135.00	$ 135.00
Basket Total						**$ 406.25**

Section 3 - Purchase of Electrical Support Components & Auxiliary Controls & Repairs

Success: All values provided	#3-1	**Markup on electrical components (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.25	$ 1.25
Success: All values provided	#3-2	**On-site - Standard Service Regular Business Hours**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#3-3	**On-site - Service truck with Electrician/Technician**	1	Hour	$ 135.00	$ 135.00
Success: All values provided	#3-4	**Shop Repairs**	1	Hour	$ 135.00	$ 135.00
Basket Total						**$ 406.25**

Grand Total						**$ 5,268.75**

DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This Contract ("CONTRACT") is made and entered into on this ____ day of _____, 2025 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Keller Electrical Industries LLC ("CONTRACTOR").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and

D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the **Wastewater Pump & Motor Services** (the "Project") Secondary Contractor, as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A 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 CONTRACTOR. If

CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.

E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to 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 or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.

F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without 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. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **$300,000**. Except as otherwise set forth in this CONTRACT, 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, CONTRACTOR 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 an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. 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, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'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 CONTRACTOR to accomplish a task hereunder may be reimbursed by CITY, however, 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. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

3. **PROFESSIONAL RESPONSIBILITY**. The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW**. It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION**. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE**.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'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 (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS

($2,000,000.00) general aggregate.

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 CONTRACTOR'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."

B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONTRACTOR'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 CONTRACT 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 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 CONTRACTOR 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 CONTRACT 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 CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.

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.

7. **NON-ASSIGNABILITY**. Neither this CONTRACT, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

8. **TERM; TERMINATION**.

   A. Term. This CONTRACT shall commence on the effective date and shall continue for a term of three (3) years with the option to renew for two additional one-year terms unless otherwise terminated as provided herein.

   B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR 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 CONTRACT for cause if CONSULTANT fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.

   D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT 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 services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.

   E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT 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 CONTRACT, This CONTRACT 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.

9. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This CONTRACT 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 CONTRACT or the subject matter thereof and consent to a trial to the court.

10. **INDEPENDENT CONTRACTOR**. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

11. **NO WAIVER**. Delays in enforcement or the waiver of one (1) or more defaults or breaches of this CONTRACT by CITY shall not constitute a waiver of any of the other terms or obligations of this CONTRACT.

12. **ENTIRE AGREEMENT**. This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT 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 CONTRACT. In the event any term or provision of this CONTRACT 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 CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. **NON-DISCRIMINATION**. CONTRACTOR, its agents, employees, and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

14. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

    A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.

    B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR 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 CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR 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 CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT 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, transportation facility or improvement to real property.

    D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).

    E. CONTRACTOR 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. If applicable, CONTRACTOR 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."

15. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute though voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.

16. **DELAYS**. CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

17. **REMEDIES UPON BREACH**. If any party to this CONTRACT materially breaches the terms of the CONTRACT, 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 CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

18. **CONFLICT OF INTEREST**. From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR 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 CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

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

CITY:	City of Sedona Attn: 102 Roadrunner Drive Sedona, AZ 86336
CONTRACTOR:	Keller Electrical Industries, LLC 1881 E. University Drive Phoenix, AZ 85034

20. **EXHIBITS**. The following exhibits, are a part of this CONTRACT and are incorporated herein by 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 CONTRACT, the terms of the CONTRACT

shall control.

21. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS**. Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA**. As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT 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

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt Christianson, City Attorney

KELLER ELECTRICAL INDUSTRIES, LLC

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

EXHIBITS

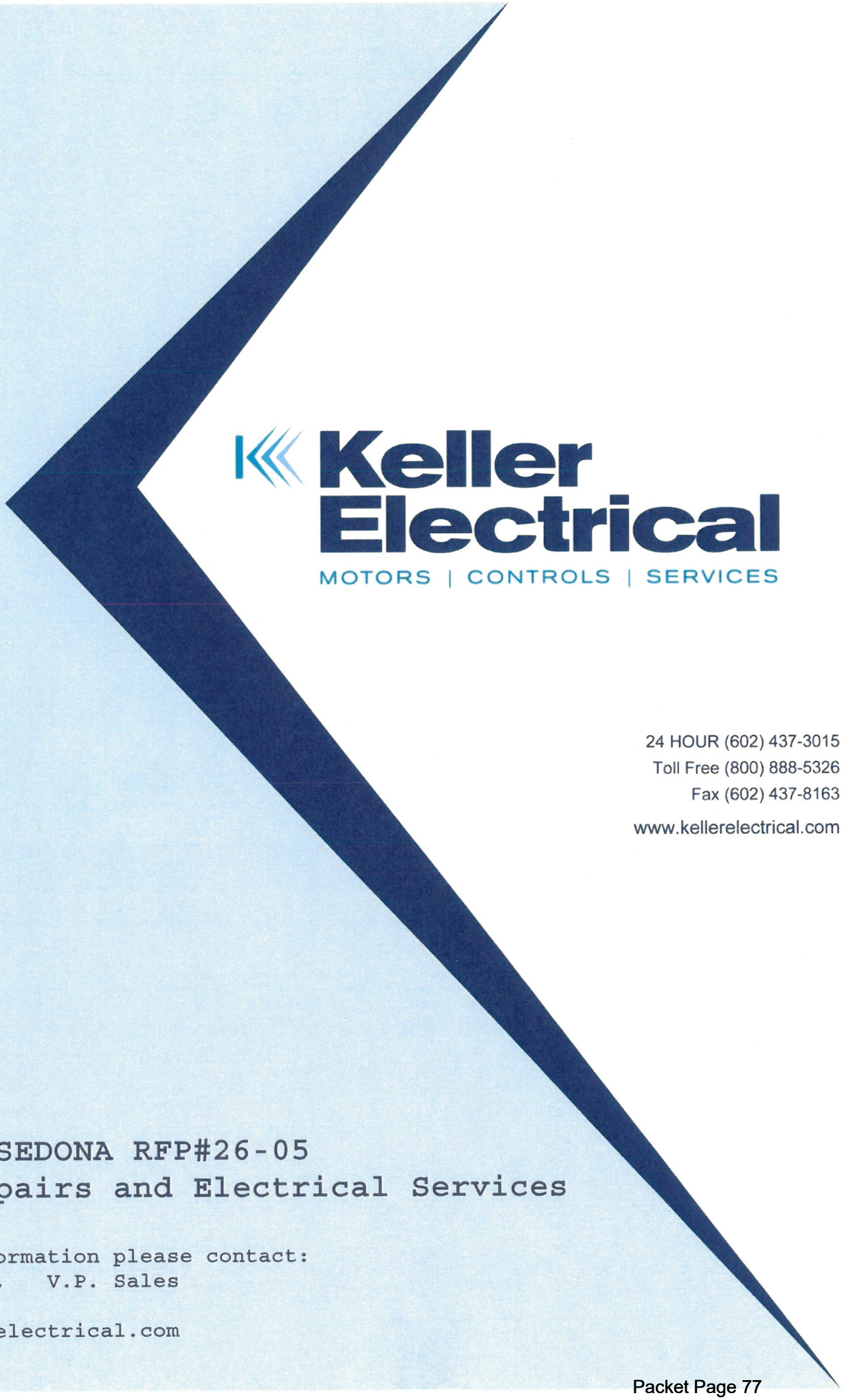
Exhibit A

☒ 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).



24 HOUR (602) 437-3015
Toll Free (800) 888-5326
Fax (602) 437-8163
www.kellerelectrical.com

CITY OF SEDONA RFP#26-05
Motor Repairs and Electrical Services

For more information please contact:
Dwight Groth, V.P. Sales
602-437-3015
sales@kellerelectrical.com

KELLER Electrical
Motors | Controls | Machining | Services
An OTC INDUSTRIAL TECHNOLOGIES Company

August , 2025

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

RE: Electrical Maintenance, Service and Repair RFP-26-05

Dear Evaluation Committee,

Thank you for providing Keller Electrical Industries LLC the opportunity to submit a proposal on the Electrical Maintenance RFP #26-05. We believe that we are the most qualified company who is best able to provide the services you are seeking.

As you will see from our proposal, we are well suited to provide the City of Sedona a complete "Turn-key" Team. Keller brings over 40 years of motor custom control system design, manufacturing, installation, and commissioning experience to the team as a Registered Electrical Contractor in the State of Arizona. Keller Motor Repair operations have also been certified as an EASA Accredited repair facility (only two shops in Arizona have that certification). I am proud of the team we have at Keller Electrical and know that they are focused on taking care of our customers 24 hours a day, seven days a week.

We are committed to take care of all your needs as they arise and look forward to serving you on this contract. I have also included a qualification document for your consideration and review.

Please contact me should you have any questions or concerns.

Sincerely,

Dwight Groth
Sales Manager

SECTION III - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

WASTEWATER PUMP & MOTOR SERVICES

Respondent certifies they have examined and are fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

KELLER ELECTRICAL INDUSTRIES LLC	
Offeror (Entity Name)	Signature
1881 E. UNIVERSITY DRIVE	DWIGHT GRUTH
Street & Mailing Address	Print Name of Signator
PHOENIX, AZ 85034	Sales Manager
City, State and Zip	Title of Signator
602-437-3015	602-526 5599
Telephone No.	Mobile No.
Sales@otcindustrial.com	8-25-2025
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

_____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

Keller Electrical
MOTORS | CONTROLS | SERVICES

About Keller Electrical Industries, Inc.

Keller Electrical Industrial, Inc. (KEI) was founded in June of 1982, with its principal and only location in Phoenix, Arizona, and operating as Keller Equipment Company, whose services encompassed the sale and repair of all types and sizes of electric motors, generators and transformers. KEI originally consisted of only eleven team members and has since grown to over one hundred dedicated professionals, including several of its original associates. In 1985, KEI expanded operations by opening a control and electrical manufacturing and construction services division. In January 2009, the name of the company was changed to Keller Electrical Industries, Inc. to help better identify the goods and services we provide to our customers and better define our talents in the marketplace.

KEI is an active Electrical Apparatus Service Association (EASA) member. Our technicians are MSHA, OSHA, and EASA trained to provide superior industrial services for our customers. KEI is a representative and authorized repair facility for some of the world's largest electrical manufacturers and is also recognized by distributors as the leading manufacturing firm in its market.

Our diverse range of Project Management and Construction Services for electrical/instrumentation and control systems for water, wastewater and mining facilities make KEI an ideal choice in the industry. KEI provides design support, which means we can offer a complete range of in-house capabilities rarely found in an electrical construction company.

We provide turnkey electrical construction services with integrity, attention to detail, and responsiveness. KEI is an electrical contractor that serves our customers 24 hours a day, seven days a week and our reputation is based on our on-time, quality performance. Our team is proud of our reputation for successful projects ranging from complete Design Builds, New Facility Construction, and complete system Retrofits and replacements. Our team possess the knowledge, training and hands-on experience required to meet your control system integration needs and requirements.

Contractors Licenses:

Arizona:

- ROC 152404 — A-17 Commercial Electrical & Transmission Lines
- ROC 303838 — B-1 General Commercial Contractor
- ROC 076007 — C-11 Commercial Electrical
- ROC 273463 — R-11 Residential Electrical

California:

- 986595 — C-10 Electrical

Nevada:

- 0053743 — C-2 Electrical Contracting

New Mexico:

- 374478 — EE-98 Electrical

Licensed Professional Engineers:

Arizona Firm License # 15917

- Electrical Engineering/Control Systems Engineering

Kevin H. Baker, P.E.

- ELECTRICAL, Licensed in AZ #30535 & NV #019991

Howard Sun, P.E.

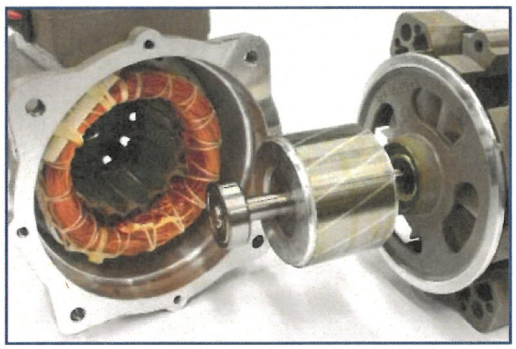
- ELECTRICAL, Licensed in AZ #50884

Keller Electrical
MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL REPAIR DIVISION

MEMBER EASA®
The Electro•Mechanical Authority

Since 1982, Keller Electrical has provided first class industrial repair services for our customers. KEI services and supports all types and sizes of electric motors, generators and transformers. KEI's repair facility boasts a fully staffed machine shop and is equipped to meet all of your electrical repair needs. KEI uses modern service equipment and calibrated instrumentation to ensure your electrical repairs can be completed correctly with the minimum amount of downtime. We also provide many value added services like computerized vibration analysis, dynamic balancing, laser alignment, transformer and switchgear repair, complete machining capabilities, crane & hoist service and much more. From routine maintenance & troubleshooting to specialty functions, KEI personnel have the training & skills to assist all of your electrical maintenance needs.



24 Hours a Day/7 Days a Week

Keller Electrical is ready to respond to your needs.

Summary list of Repair Services

MOTOR & GENERATOR

AC/DC Motor & Generator Rewinds and Repairs
(fractional HP up to 10,000 HP)

- Class H Materials
- Inverter Duty Copper Magnet Wire (Quad Enamel)
- Stator and Rotor Core Loss Testing
- Wound Rotors and Armatures
- Rotor Rebar
- Redesign of Electric Motors through EASA affiliation
- Stator Lamination Repair and Replacement

Dual Options for Treating Windings

- Vacuum Pressure Impregnation system using Epoxylite 478
- Polyester 1105 Resin





Keller Electrical
MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL REPAIR DIVISION

Specializing in all types of Horizontal, Vertical, Submersible Motors & Blowers

- VSS, VHS, TEFC, ODP
- Flygt, Fairbanks Morse, Meyers, Barnes, Hydromatic
- Hoffman, Lamson, & Spencer Blowers
- DC Motors & Motor Generators
- Traction Motor Repair

No-Load Testing up to 4160 Volts

Underwriters Lab Recertification of Explosion Proof Motors

Full Documentation of Repairs with Reports Upon Request

KEI Maintains a Stock of Refurbished Motors in an Indoor Warehouse



TRANSFORMER REPAIR & PREVENTATIVE MAINTENANCE

- Oil Analysis with Detailed Report
- Rewind and Repair Capabilities for all types of Transformers (Ø Phase, 3 Phase, Dry Type, Oil Filled and Variable Voltage)
- On-site and In-house Testing Capabilities
- On-site Preventative Maintenance
- Stock of Refurbished Transformers





MACHINE SHOP

- Fully Staffed Machine Shop
- Laser Alignment Systems
- Computer Aided Mechanical Systems
- Lathes up to 45" swing capacity
- Milling Machines
- Turning and Undercutting of Armatures
- New Shaft Fabrication
- Key Way Cutting
- MIG, TIG and ARC Welding Capabilities
- Coating of Bearing Surfaces
- Dynamic Balancing

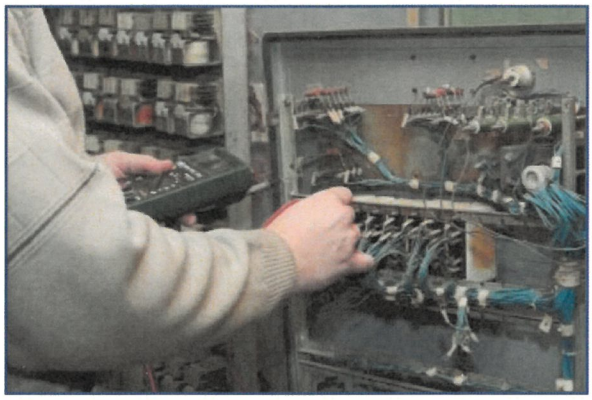
EMERGENCY MOTOR REPAIR

- Apparatus Removal & Installation
- On-site repairs
- Troubleshooting

Keller Electrical
MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL FIELD SERVICES

Keller Electrical offers a vast array of field services. At Keller, our safety conscious field electricians and I&C technicians are OSHA and MSHA certified and trained to safely perform a multitude of electrical services in a professional manner. The Keller Electrical field personnel have the training and skills needed to support today's industry. The technicians and field personnel at Keller Electrical are also experienced with optimal maintenance planning to achieve maximum efficiency during your scheduled outage. Our management team in the Field Service division can ensure the proper equipment and personnel are on your site and ready to perform when needed.





FIELD SERVICES

- Routine Preventive & Predictive Maintenance
- Apparatus Removal & Installation
- Electrical and Control System Troubleshooting
- Electrical and Control System Modifications
- Toshiba Factory Certified Medium Voltage Start-Up Technicians
- VFD Troubleshooting and Repair (Authorized Toshiba Repair and Warranty Provider)
- Specialty Repair Functions
- Underground Cable Locating, Splicing
- Vibration Analysis
- Instrument Calibration
- Electrical Testing and Measuring
- Laser Alignment
- Thermal Imaging
- High Voltage Line Repair
- Radio and Telemetry Site Survey
- Power Quality Analysis





Keller Electrical
MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL FIELD SERVICES

MECHANICAL FIELD SERVICES

Computerized Vibration Analysis with Certified Technicians up to Cat 3 Certification

- Condition monitoring of rotating equipment such as motors, pumps, blowers, compressors, etc.
- Program can be performed at any frequency the customer wishes or that we would recommend.

New Installation Acceptance Testing and Inspection

- Mechanical - Start up and after heat up alignment check, bearing temps and vibration analysis
- Electrical - Megger, Hi-pot, P.I., Surge comparison, drop test of revolving fields

Field Dynamic Balancing with print out of initial and final balance readings

Laser Alignment with print out of initial and final alignments readings

Infrared Analysis of Motors and Control Systems with a Detailed Report

Motor Removal and Installations

- Disconnecting mechanically and electrically (AC and DC)

On-Site Welding Services

- Two (2) F-450 trucks equipped for field welding



Induction Motors, Slip Ring Motors, Synchronous Motors, D.C. Motors and Generators Inspection and Testing

- Electrical testing - Megger, Hi-pot, P.I., Surge Comparison, Drop test of the revolving fields, testing of sling ring assemblies, brush boxes and dielectric testing of bearing pedestal insulation where applicable
- Visual inspection of the windings, couplings, bearings, slip ring assembly, brushes, brush boxes

Boom Truck and Crane Services

- Two (2) Boom trucks
  - Maximum capacity 34,000 lbs
- We have alliances with Crane/Rigging companies

Preventative Maintenance Programs for New and Existing Equipment

- Mechanical - vibration analysis, alignment, lubrication (grease and oil changes), thermography
- Electrical - all applicable testing, thermography

On-Site Recondition of Motors, Pumps, Blowers

- Cleaning, testing, bearing inspection and/or replacement, seal replacements, slip ring brushes, reseating and/or replacement and seating

Mechanical and Electrical Failure Analysis when possible

Motor Base Design, Fabrication and Machining, Repair and Installation

Keller Electrical
MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL CONTROLS MANUFACTURING

Keller Electrical offers full service panel fabrication and custom motor controls for projects of all sizes. We are a UL 508A certified fabrication plant and we have over 15,000 square feet of fabrication space. At KEI our experienced wiremen and journeymen follow strict quality assurance standards in fabrication and wiring electrical panels. We have rigid fabrication guidelines and testing procedures to guarantee quality and on time delivery. Our Custom Controls capabilities include:

Underwriters Laboratories

- UL 508A Certified Fabrication *NITW.E119885/ NITW7.E119885*
- Distributor and Warranty Repair Facility for Siemens, Cutler Hammer & Toshiba Controls (VFDs and PLCs)
- Control system integration and design modifications
- City of Phoenix 17260 Compliant CAD design and support
- Complete Turn-Key Control Systems and Components
- System Integration, Motor Controls Centers, Variable Frequency Drives, High Voltage Switchgear, PLCs and Vacuum Contactors
- Full service installations and start-ups
- Functional testing, programming & repair of process equipment



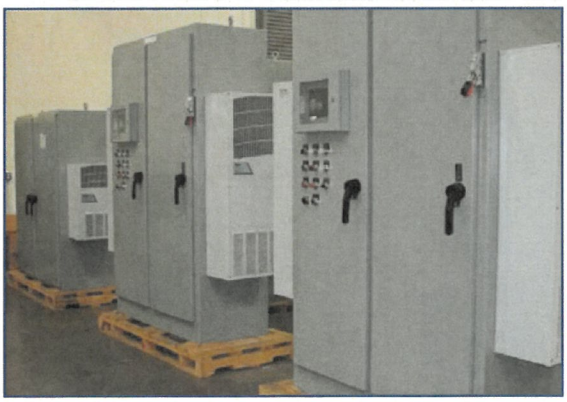


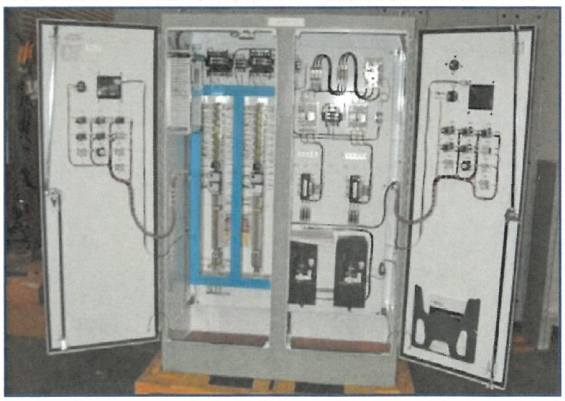
UL REGISTERED FIRM

Testimonial:

"Keller has always set the bar in customer service and excellence."

- Glenda Nichols, City of Tempe

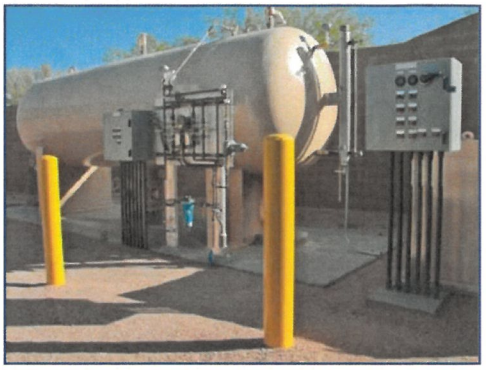




Keller Electrical
MOTORS | CONTROLS | SERVICES

Keller Electrical Construction Services

Keller Electrical has the skills and capacity to provide professional electrical construction services on a multiplicity of industrial projects. At KEI our staff is dedicated to completing projects on time and in accordance with direction from the owner, a general contractor, or guiding you through your electrical project with our own in-house professional experts. KEI's Electrical Construction division is one of the most comprehensive in the industry.



At KEI our Project Management and Construction Services staff is comprised of engineers, designers, project managers, project coordinators, submittal and O&M specialists and CAD drafters. Our experience includes a strong background with Design/Construction formats that include Design Build, Construction Management at Risk, Design-Bid-Build for electrical and instrumentation and control system design and construction, custom made control panel manufacturing, testing and commissioning services. If you need the services of an electrical construction division with a proven track record, our Construction Service offerings include:

- Design Support
- Value Engineering
- Operation and Maintenance Manuals
- Startup and Testing
- Commissioning
- Site Inspection
- Observation Support
- Development of Startup and Testing Procedures
- Constructability Review





Testimonial:

"Keller Electrical is providing extremely high quality work. Most impressive is the cooperation between firms which appears seamless. The subcontractor's questions are delivered with a recommendation or solution. Requests for changes in design are accompanied by a rational ... The end result is an excellent electrical/ instrumentation/ SCADA installation for the Sanitary District."

- Charles Avery, C.A. Energy Designs Inc.

Keller Electrical
MOTORS | CONTROLS | SERVICES

HIGH VOLTAGE



State of the art Facility

OUR 105,292 SQ. FT. REPAIR, MANUFACTURING & DISTRIBUTION FACILITY

1881 East University Drive • Phoenix, AZ 85034

Superior Central Phoenix Location and Highway Access

- 8.7 Acres Located in Sky Harbor Business Park
- Convenient Access to I-10 & I-17 Freeways

State-of-the-Art Construction

- 270 KW of Solar Power Generation
- Water Conservation Recycling System – Evaporative Coolers

Superior Industrial Bridge Crane Capacities

- 30 Ton Main Crane Capacity
  - 20 Ton Primary and 10 Ton Auxiliary
  - 56 Foot Bridge Coverage Area
  - 35 Foot Exterior Extension for Ease of Accessibility
- Three Interior 10 Ton Cranes
- One Interior 7.5 Ton Crane

Jib Cranes for Efficient Material Handling

- Five 3 Ton Cranes – Motor Repair Facility
- 5 Ton Crane in Winding Clean Room
- 3 Ton Crane – Control Manufacturing Facility
- 2 Ton Crane – Control Manufacturing Facility

Paint Booth – Enclosed 13'x10'x20' – Handles all Special Coating Requirements

1500 KVA Test Stand w/Voltage Available at 13.8 KV

- AC Output Phase Balance Compensation +/- 1%
- 600 Volt DC Testing Capabilities
- DC & AC Metering
- Wattmeter, Optical Speed Measurement and Eight Channel RTF Temp. Measurement & Display
- Outstanding Reporting & Data Collection Tools

2100 HP Water Cooled Dynamometer

- Calibrated Load Cell, Precision Control and Instrument Package

Drive-In and Dock High Receiving and Shipping Capabilities

New VPI System – 96" Diameter, 96" Length

- Totally Automated Controls and Instrumentation
- Capacitance Probe and Meter for Epoxy Saturation

Clean Room for Winding Operation

- Protects Winding from Outside Contaminants

Industrial Curing and Burn-Off Ovens

- 1,200 Cubic Foot Curing Oven -10'x10'x12'
- 288 Cubic Foot Curing Oven - 6'x 6'x8'
- 640 Cubic Foot Burn -off Oven - 8'x10'x 8'

For more information visit us on the web: www.kellerelectrical.com

EASA ACCREDITED

This Certifies that

Keller Electrical Industries, Inc.

Of Phoenix, Arizona

Has successfully demonstrated via third-party, independent audit that it follows the prescribed good practices to consistently deliver quality electromechanical repairs that maintain or improve AC electric motor efficiency and reliability

This Certificate Expires March 1, 2026

MEMBER EASA
The Electro•Mechanical Authority

President & CEO

EASA ACCREDITED MEMBER

COMPLIES WITH
EASA AR100

STATE OF ARIZONA

License No. ROC 076007

Office of the Registrar of Contractors

This is to Certify that:

Keller Electrical Industries LLC

DBA (if any)

Formerly known as:

2.Keller Electrical Industries Inc 1.KELLER EQUIPMENT CO INC

DBA (if any)

Is the holder of a Class C-11 license. Issued on February 26, 1988, which permits the Licensee to pursue the business of C-11 Electrical in the State of Arizona under License No: **ROC 076007**

This further certifies that the request of business name is hereby granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona, on 6/24/2020

Arizona Registrar of Contractors • 1931 •

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Keller Electrical Industries LLC

1881 E UNIVERSITY DR
PHOENIX, AZ 85034

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA **February 28, 2026**
Registrar of Contractors CERTIFIES THAT

Keller Electrical Industries LLC

CONTRACTORS LICENSE NO. ROC 152404 CLASS A-17

General Commercial
Electrical and Transmission Lines

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

IMPORTANT NOTICE
YOU MUST:

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.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Keller Electrical Industries LLC

1881 E UNIVERSITY DR
PHOENIX, AZ 85034

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA **February 28, 2026**
Registrar of Contractors CERTIFIES THAT

Keller Electrical Industries LLC

CONTRACTORS LICENSE NO. ROC 152404 CLASS A-17

General Commercial
Electrical and Transmission Lines

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

KELLER Electrical
Motors | Controls | Machining | Services
An OTC INDUSTRIAL TECHNOLOGIES Company

REFERENCES

ENTITY: **Freeport-McMoRan Copper & Gold , Inc**

ADDRESS: **333 N. Central Ave** **Phoenix, AZ 85004**

CONTACT: **Dan Christensen** **TITLE: Strategic Commodity Manager**

PHONE: 602-366-8238 **EMAIL:** dchriste@fmi.com

Keller has held a Motor Repair Agreement with FMI since 2009. Keller Provides motor repair, new motor sales, motor controls including VFD's and solid state starters, electrical service and troubleshooting.

ENTITY: **SRP**

ADDRESS: **1616 E Lincoln St** **Phoenix, AZ 85072**

CONTACT: **Jeff Dadow** **TITLE: Water Production Group**

PHONE: 602-679-8587 **EMAIL: Jeffery.dadow@srpnet.com**

Keller has held a Motor Repair contract with SRP water production group for a number of years.

ENTITY: **CalPortland Cement Manufacturing**

ADDRESS: **11115 N. Cas Grande Hwy** **Rillito, AZ 85654**

CONTACT: **Mark Vigil** **TITLE: Electrical Supervisor**

PHONE: 520-616-1316 **EMAIL: mvigil@calportland.com**

Keller provides motor repair, motor controls including VFD new and troubleshooting services. Keller provides these services at this facility in Tucson as well as their Mojave and Victorville, CA locations.

ENTITY: **Maricopa Stanfield Irrigation District**

ADDRESS: **41630 W Louis Johnson Drive** **Maricopa, AZ 85138**

CONTACT: **Howard Long** **TITLE: Electrical Superintendent**

PHONE: 520-483-4727 **EMAIL: howie@msidd.com**

Keller has been providing motor repairs, new motor sales and electrical troubleshooting services for several years.

BT-17DL

Responses

Success: All data is valid!

					Numeric	
Status	#	Item	Quantity Required	UOM	Unit Price	Total Cost
Section 1 - Motor Purchase and Repairs						
Success: All values provided	#1-1	**Markup on invoice for new motors and repair parts. (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.20	$ 1.20
Success: All values provided	#1-2	**On-Site - 4-5 ton crane with operator**	1	Hour	$ 285.00	$ 285.00
Success: All values provided	#1-3	**On-Site - Crane delivery and pick-up**	1	Lump Sum	$ 1,385.00	$ 1,385.00
Success: All values provided	#1-4	**On-Site - Each additional crew person**	1	Hour	$ 150.00	$ 150.00
Success: All values provided	#1-5	**On-Site - Three Man Crew - Mobilization charge for travel to & from Job location (if any)**	1	Lump Sum	$ 2,040.00	$ 2,040.00
Success: All values provided	#1-6	**On-Site - Three Man Crew - Hourly rate for crew from time of arrive to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 485.00	$ 485.00
Success: All values provided	#1-7	**On-Site - Three Man Crew - Overtime Rate (Saturday, Sunday, or Holiday)**	1	Hour	$ 776.00	$ 776.00
Success: All values provided	#1-8	**On-Site - Two Man Crew - Mobilization charge to and from job site (if any)**	1	Lump Sum	$ 1,440.00	$ 1,440.00
Success: All values provided	#1-9	**On-Site - Two Man Crew - Hourly rate for crew from time of arrival to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 335.00	$ 335.00
Success: All values provided	#1-10	**On-Site - Two Man Crew Overtime Rate (Saturday, Sunday, or Holiday)**	1	Hour	$ 536.00	$ 536.00

Success: All values provided	#1-11	**On-Site - One Man Crew - Mobilization Charge to and from job location**	1	Lump Sum	$ 840.00	$ 840.00
Success: All values provided	#1-12	**On-Site - One Man Crew - Hourly rate from time of arrival to departure (billed in 1/4-hour increments after first hour)**	1	Hour	$ 185.00	$ 185.00
Success: All values provided	#1-13	**On-Site - One Man Crew Overtime Rate (Saturday, Sunday, Holiday)**	1	Hour	$ 296.00	$ 296.00
Success: All values provided	#1-14	**Shop Service - Shop Labor (per man)**	1	Hour	$ 171.00	$ 171.00
Success: All values provided	#1-15	**Shop Service - Machinist**	1	Hour	$ 171.00	$ 171.00
Success: All values provided	#1-16	**Shop Service - Welder/shop**	1	Hour	$ 171.00	$ 171.00
Success: All values provided	#1-17	**Shop Service - Field Welder/shop**	1	Hour	$ 171.00	$ 171.00
Success: All values provided	#1-18	**Shop Service - Field Tech or Field Electrician (1 man & 1 truck)**	1	Hour	$ 200.00	$ 200.00
Success: All values provided	#1-19	**Shop Service - Infrared Camera/Thermal Images**	1	Hour	$ 200.00	$ 200.00
Success: All values provided	#1-20	**Shop Service - Filed Vibration Analysis Service**	1	Hour	$ 200.00	$ 200.00
Success: All values provided	#1-21	**Shop Service - Shop Dynamic Balancing Service**	1	Hour	$ 171.00	$ 171.00
Success: All values provided	#1-22	**Shop Service - Laser Shaft Alignment**	1	Hour	$ 200.00	$ 200.00
Basket Total						**$ 10,409.20**

Section 2 - Pump Purchase and Repairs

Success: All values provided	#2-1	**Markup on invoice for new pump. (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.20	$ 1.20
Success: All values provided	#2-2	**On-site - Standard Pump Service**	1	Hour	$ 185.00	$ 185.00
Success: All values provided	#2-3	**On-Site Service - Truck with Electrician**	1	Hour	$ 225.00	$ 225.00
Success: All values provided	#2-4	**Shop Repairs**	1	Hour	$ 171.00	$ 171.00
Basket Total						**$ 582.20**

Section 3 - Purchase of Electrical Support Components & Auxiliary Controls & Repairs

Success: All values provided	#3-1	**Markup on electrical components (EX: 1 = at cost, 1.10 = 10% markup)**	1	EA	$ 1.20	$ 1.20
Success: All values provided	#3-2	**On-site - Standard Service Regular Business Hours**	1	Hour	$ 200.00	$ 200.00
Success: All values provided	#3-3	**On-site - Service truck with Electrician/Technician**	1	Hour	$ 200.00	$ 200.00
Success: All values provided	#3-4	**Shop Repairs**	1	Hour	$ 171.00	$ 171.00
Basket Total						**$ 572.20**

Grand Total	**$ 11,563.60**

CITY COUNCIL AGENDA BILL

AB 3267
October 28, 2025
Regular Business

Agenda Item: 8b
Proposed Action & Subject: 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 regarding the impacts of federal legislation on rural health care.

Department	City Manager
Time to Present	20 Minutes
Total Time for Item	60 Minutes
Other Council Meetings	NA
Exhibits	NA

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Reviewed ABS 10/17/25

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

SUMMARY STATEMENT

Background: At the July 8, 2025 Vice Mayor Ploog requested a presentation from Northern AZ Healthcare regarding the impacts of federal legislation on rural health care. Council unanimously supported her request.

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 will be presenting.

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 discussion only.

CITY COUNCIL AGENDA BILL

AB 3265
October 28, 2025
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible direction on the function of the Tourism Advisory Board.

Department	Communications, Tourism and Economic Initiatives
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	NA
Exhibits	None

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Provide feedback to staff. ABS 10/17/25

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

SUMMARY STATEMENT

The Sedona Tourism Advisory Board (TAB) is a voluntary body established by the City Council in 2023 to advise the council and staff on decisions related to tourism strategic planning, marketing, visitor management, regional tourism efforts, and any other tourism-related matters assigned to it by the City Council.

The TAB includes 11 members who are appointed by City Council to serve two-year terms. To serve on the TAB, members must be Sedona residents, own or operate a business within the city limits, or represent an organization that serves the Sedona community.

The TAB has convened 17 meetings since its first meeting on December 6, 2023. The results of these TAB meetings have been instrumental in the continued growth and development of the City of Sedona's Tourism Program. Key milestones have included their input on the Sedona Tourism Plan 2024-2025, the design and implementation of four destination marketing campaigns, and an extended review of the future of visitor services within the City of Sedona.

Earlier this calendar year two active TAB members resigned because they either moved away from Sedona or accepted a new position at a business located outside of the city limits. As a result, there are currently only nine active TAB members.

Additionally, four of the active members have terms that are expiring on December 31, 2025. TAB members who have expiring terms can reapply to serve on the TAB for another two-year term.

A call for applications for new TAB members was opened on August 20, 2025 and closed on October 9, 2025.

In preparation for City Council to review and appoint the next round of TAB members to fill the expiring and vacated positions, staff would like City Council feedback on the Board's function and any changes they would like to see going forward related to the administration of this voluntary body.

The current Chair and Vice-Chair of the TAB will be present to provide input to the Council.

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

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

Alternative(s): N/A

MOTION

I move to: For discussion and staff direction only.

CITY COUNCIL AGENDA BILL

AB 3262
October 28, 2025
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approving an amendment to the Arizona Water Company franchise agreement in response to the recent water rate increase to require a 3% monthly credit to the Arizona Water Company customers in the Sedona System in lieu of collecting and providing this 3% payment to the City.

Department	City Manager's Office
Time to Present	30 mins
Total Time for Item	60 mins
Other Council Meetings	February 13, 2024, March 26, 2024
Exhibits	A. Amendment to Arizona Water Company Franchise Agreement B. Arizona Water Company Franchise Agreement

Finance Approval	Reviewed 9/8/25 BGW
City Attorney Approval	Reviewed 10/20/25 KWC
City Manager's Recommendation	Recommend approval ABS 9/16/25

Expenditure Required
$ 212,000 This represents a reduction in budgeted revenue from AWC.
Amount Budgeted
$ 0
Account No. (Description)

SUMMARY STATEMENT

Background:

Arizona Water Company's ("AWC") current franchise agreement was renewed in August 2024, after being approved by the voters at the July 30, 2024 Primary Election for another 25-year term. A franchise agreement is a contract between a city or town and a public utility that gives the public utility the ability to construct and maintain its utility lines in the public rights-of-way. The Arizona Constitution requires that the voters approve a municipal franchise agreement.

The current Arizona Water Company franchise agreement maintained the 3% franchise fee that Arizona Water Company currently pays the City of Sedona. This is a pass-through fee that Arizona Water Company assesses as a tax on the monthly billing statement of each Sedona System customer.

Recently, the Arizona Corporation Commission ("ACC") approved a substantial increase to the Arizona Water Company Northern Group water rates, including an additional amount of over $6,000,000 to be assessed to the Sedona System customers for certain costs of the East Sedona underground water storage tank.

AWC had sought to build a water storage tank in the Chapel Area of Sedona for nearly 30 years. After failing to receive approval at other site locations, AWC proposed the current site. The City's zoning ordinance called the Land Development Code does not require water storage tanks to be located underground. At least six aboveground water storage tanks are currently in operation in Sedona. In certain zoning districts, an aboveground water storage tank does not even require a Conditional Use Permit ("CUP").

However, the East Sedona Water Tank is located in a residentially zoned neighborhood, which required a CUP. Neighboring residents requested that the tank be built primarily underground. The CUP application submitted by Arizona Water Company proposed placing the tank underground. Consistent with processing the CUP application, the undergrounding proposed by AWC became a condition of the CUP. Likewise, the booster station enclosure was approved as submitted by AWC and became a condition of the CUP.

The Planning and Zoning Commission and City Council approved the CUP for the water tank. One neighbor opposed to the tank challenged the approval in Superior Court and the Court of Appeals case, *Vincent McGeary v. City of Sedona*. The Court of Appeals affirmed City Council's approval of the CUP for the water tank.

The cost to construct the underground water tank increased significantly during the pendency of the litigation due to inflation, COVID-19 supply chain issues, and tariffs, from an estimated $16 million to $20 million.

The City and AWC opposed the ACC's decision to charge Sedona System customers the $6,000,000 cost-differential for the underground water storage tank. The City did not consider it fair and just in a consolidated rate group to apply the incremental undergrounding cost to all of the Sedona system customers when the large majority receive no direct benefit from the tank and had no notice to participate in the public participation stage. Based on precedent and fairness, the City urged the ACC to uphold the precedent of consolidated rate groups and apply the same rate design to all customers in AWC's Northern Customer Group. The ACC rejected the City's and AWC's arguments and imposed the $6 million cost-differential on Sedona ratepayers.

The City has very limited options as it does not control the ACC or AWC, but to help offset the additional assessment for the East Sedona tank, the City Council can amend the Franchise Agreement to require that in lieu of collecting the current monthly 3% fee from the Sedona System customers and paying it to the City, Arizona Water Company shall discontinue collecting this City fee and reflect a 3% City of Sedona Franchise Fee Credit on the monthly statements of the Sedona System customers.

Annually, the City receives just over $200,000 in AWC franchise fees. The credit amount will be nominal on the lowest ratepayers, but is the only available option for the City to help ameliorate the significant increase ratepayers will see. Three example water bills are provided in Exhibit C.

City staff reviewed a number of redacted Arizona Water Company monthly statements for Sedona AWC customers. Residential water bills reviewed ranged from approximately $43 to over $400 per month depending primarily on the amount of landscaping irrigation a property uses. Staff reviewed commercial water bills as high as $15,200 per month for a hotel with a pool. For the smallest residential users, the City's franchise fee credit would reduce the overall bill by about $1.13/month and $13.62/year. For the larger residential user, the City's franchise fee credit would reduce the overall bill by about $10.86/month and $130.32/year. For the hotel with a pool, the City's franchise fee credit would reduce the overall bill by about $401/month and $4,812/year.

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

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

Alternative(s): Council could not approve the proposed amendment to the Franchise Agreement.

MOTION

I move to: approve an amendment to the Arizona Water Company franchise agreement in response to the recent water rate increase to require a 3% monthly statement credit to Sedona System Arizona Water Company customers in lieu of collecting and providing this 3% payment to the City subject to approval of the written amendment by the City Attorney's Office.

AMENDMENT TO
FRANCHISE AGREEMENT BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
ARIZONA WATER COMPANY

This Amendment to the Franchise Agreement between the City of Sedona, Arizona and Arizona Water Company (the "Franchise Agreement") by and between the City of Sedona, an Arizona municipal corporation (the "City") and Arizona Water Company, an Arizona public service corporation (the "Grantee") is made and entered into on this ____ day of _____, 2025 ("Effective Date").

RECITALS

A. WHEREAS, the City and the Grantee previously entered into the Franchise Agreement on August 13, 2024 for a 25-year term, granting to Arizona Water Company, its successors and assigns, the right, license, privilege and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way (including but not limited to streets, alleys, highways, and bridges), in the City of Sedona, public water utility infrastructure facilities and appurtenances, including without limitation water mains, service lines, pumps, meters, regulator stations, fire hydrants, and related appurtenances ("Infrastructure Facilities"), to provide water services for all purposes in the City; and

B. WHEREAS, the City and the Grantee now desire to amend the Franchise Agreement in response to the water rate increase to temporarily suspend Grantee's collection and remittance to the City of three percent (3%) of Grantee's gross receipts (the "Franchise Fee") as described in Section 7 of the Franchise Agreement.

AMENDMENT

In consideration of the foregoing recitals and mutual covenants contained herein, and other good and valuable consideration, the City and Grantee agree as follows:

1. Recitals. The recitals above are incorporated into this Agreement.

2. Amendment. The City and Grantee amend Section 7 of the Franchise Agreement to suspend Grantee's collection of the Franchise Fee effective on City of Sedona customer bills beginning December 1, 2025, and continue to suspend collection of the Franchise Fee until the City provides

at least 60 days' written notice to Grantee to resume collection of the Franchise Fee. Grantee will identify the value of the uncollected Franchise Fee on customers' bills in a line item titled "City of Sedona Franchise Fee Credit."

ALL OTHER FRANCHISMENT AGREEMENT TERMS AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

_____
Holli Ploog, Mayor

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

ARIZONA WATER COMPANY

By:_____

Title:_____

FRANCHISE AGREEMENT BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
ARIZONA WATER COMPANY

WHEREAS, this Franchise Agreement (hereinafter "Agreement") is made and entered into this 13th day of August, 2024, by and between the City of Sedona, an Arizona municipal corporation (hereinafter referred to as "City"), and Arizona Water Company, an Arizona Corporation (hereinafter referred to as "Grantee").

The Parties hereby agree as follows:

Section 1. Subject to the provisions of this Agreement and the laws and ordinances of the State of Arizona and the Sedona City Code, City hereby grants to Arizona Water Company, its successors and assigns, the right, license, privilege and franchise ("Franchise") to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way (including but not limited to streets, alleys, highways, and bridges), in the City of Sedona, public water utility infrastructure facilities and appurtenances, including without limitation water mains, service lines, pumps, meters, regulator stations, fire hydrants, and related appurtenances ("Infrastructure Facilities"), to provide water services for all purposes in the City.

Section 2. All construction under this grant shall be performed in accordance with established practices, per Grantee's Construction Specification and Standard Specification Drawings, in accordance with the best industry practices and as adopted by the Maricopa Association of Governments ("MAG Standards") if not specified in Grantee's Construction Specifications and Standard Specification Drawings, with respect to such rights-of-way.

Section 3. The term of Franchise will commence on the date approved by the voters of the City and will continue and remain in full force and effect for a period of twenty-five years from and after said date.

Section 4. Grantee will comply with each of the following terms with respect to all Infrastructure Facilities it constructs, maintains, and operates in the City's rights-of-way.

4.1 Regulation of Rights-of-Way or other City Property: The Grantee expressly acknowledges the City's right to enforce regulations concerning the Grantee's use of City right-of-way including requirements for permits.

4.2 Compliance with Laws: The Grantee shall promptly and fully comply with all lawfully enacted laws, regulations, permits and orders enacted by the City.

4.3 Notification: The Grantee shall provide to the City, daytime and nighttime telephone numbers of a designated Grantee representative from whom the City may obtain status information from the Grantee on a 24-hour basis concerning interruptions of utility service in any part of the City.

4.4 Franchise Fee Payment: Payment of the Franchise fee as required by this Agreement exempts the Grantee from Right-of Way Permit fees for excavation or pavement cuts. Payment of the Franchise fee as required by the Agreement does not exempt the Grantee from any other lawful tax or fee imposed generally upon similar classes of businesses operating within the City.

4.5 Repairs: In the event the Grantee's system or any part thereof is partially or wholly destroyed or incapacitated in a manner that damages any City property, the Grantee shall repair such property within a reasonable period of time.

Section 5. Grantee shall use good faith efforts to promptly, but in no case later than thirty (30) days after installing, maintaining or operating any Infrastructure Facilities, at its own cost and expense, restore the City rights-of-way to as good condition as that in which they were before and in accordance with applicable standards. If inclement weather and other forces outside Grantee's control prevent Grantee from restoring such rights-of-way within thirty (30) days, Grantee shall undertake such reasonable efforts to complete such restoration when conditions permit. Such restoration shall include restoring trees and removing obstacles and repairing damage to the right-of-way caused by Grantee's installing, maintaining, or operating any Infrastructure Facilities. If

weather or other conditions do not permit the complete restoration or repair required by this Section, the Grantee may (with the approval of the City) temporarily restore the affected right-of-way, provided that such temporary restoration is at the Grantee's sole expense and provided further, that the Grantee promptly undertakes and completes the required permanent restoration or repair when the weather or other conditions no longer prevent such permanent restoration or repair. If the Grantee fails to promptly restore or repair the City right-of-way, City landscaping, and City improvements therein as required by this Section 5; the City may upon giving an additional fourteen (14) days' written notice to the Grantee, restore such City right-of-way, City landscaping and City improvements. The Grantee shall be responsible for the actual costs incurred by the City to restore or repair such City right-of-way and landscaping and improvements therein or to remove any obstructions therefrom. The provisions of this Section 5 do not apply to damage to City right-of-way or situations caused by Grantee's activities or Grantee's Infrastructure Facilities that result in a dangerous condition or pose a hazard to the health or safety of the public, all of which are subject to Section 8.5.

Section 6. Notwithstanding any provision contained herein to the contrary, Grantee will, in addition to the payment provided in Section 7, pay any license or occupation tax established by City, provided such fee does not exceed the amount of similar fees paid by any other utility operating within the City's boundaries.

Section 7. Grantee will pay to City in consideration of the grant of this Franchise a sum equal to three percent (3%) of Grantee's gross receipt from the sale of water for residential, commercial, and industrial purposes, including connect or reconnect charges, service establishment or reestablishment charges, or other similar charges, but excluding transaction privilege taxes and similar governmental impositions, from the sales and/or delivery by it of water and other charges for services attendant to the sale and/or delivery of water delivered through Grantee's Infrastructure Facilities as shown by Grantee's billing records within the present and any future corporate limits of City, as Grantee is notified from time to time by City of the extent of such corporate limits. Grantee shall have no obligation to collect Franchise fees for any such extension of City's corporate limits if City fails to notify Grantee, and Grantee will only be responsible for such collections after

proper notice by City is provided.

Beginning with the effective date of this Franchise, payment as described in the preceding paragraphs shall be payable in quarterly amount within thirty (30) days after the end of each calendar quarter. Said payment shall be a Franchise fee. The amount of such Franchise fees may be specifically added to customer bills, to the extent allowed by applicable law or Grantee's approved tariffs.

In addition, Grantee shall pay any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license tax or any similar general sales or transaction privilege license taxes or any similar general tax or levy assessed or levied by the City or any other governmental unit with jurisdiction.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representative of City at reasonable times.

Section 8. Grantee's Infrastructure Facilities installed or constructed under and pursuant to this Franchise shall not interfere with any City facilities including stormwater, communications, or any other City uses of the right-of-way. Grantee's Infrastructure Facilities shall also be installed and maintained in City rights-of-way so as to minimize interference with other property, trees, and other improvements permitted or allowed by the City within the right- of-way including both existing and planned improvements permitted or allowed by the City within the right-of-way of which the Grantee has been advised.

8.1 **Grantee Work within the City:** All work within City rights-of way Grantee performs or causes to be performed shall be done:

8.1.1 in a high-quality manner utilizing Grantee's Construction Specifications and Standard Specification Drawings approved by the City or MAG Standards and specifications for public works construction if such MAG Standard and specifications conflict with Grantee's Construction Specifications and Standard Specification Drawings.

8.1.2 plans must be sealed by a Professional Engineer (PE) licensed in the State of Arizona if required by permits issued by the State, County or the City for work by

the Grantee within City rights-of-way; and

8.1.3 in a timely and expeditious manner; and

8.1.4 in a manner which minimizes inconvenience to the public with traffic control provided per the most recent Manual for Uniform Traffic Control Devises (MUTCD) or at the City's discretion, the most recent Phoenix Barricade Manual; and

8.1.5 in a cost effective, professional, and efficient manner which (for construction exceeding $50,000 in cost) may include the use of contractors (for the trades specified) licensed in the State of Arizona; and

8.1.6 in a good and workmanlike manner and in accordance with all applicable laws, ordinances, regulations, and permit processes.

8.2 **Inspection:** The construction, maintenance, operation, repair, and replacement of any Grantee's Infrastructure Facilities in the City right-of-way by or on behalf of the Grantee shall be subject to permit inspection and approval by the City. Such inspection and approval may include but not be limited to the following matters: location of Grantee Infrastructure Facilities, cutting and trimming of trees and shrubs, and disturbance of pavement, sidewalks, and surfaces of City Streets. The Grantee agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action required by the City pursuant to all applicable laws, ordinances, regulations, and permit processes.

8.3 **Compliance:** The Grantee and all of its contractors shall comply with the requirements of all municipal laws, ordinances, regulations, pem1its, and standards including but not limited to requirements of all building and zoning codes and requirements regarding curb and pavement cuts, excavation, digging, and other construction activities. The Grantee shall assure that its contractors working in City streets hold the necessary licenses and permits required by law.

8.4 **As-Built Drawings:** For projects constructed after the date of this Agreement and upon written request of the City, the Grantee shall provide as-built drawings of any Infrastructure Facility installed within the City right-of-way or contiguous to the City right-of- way. As built drawings refer to the Infrastructure Facility drawings if maintained in the ordinary course of business in the Grantee's Computer Aided Design (CAD), Geographical Information System (GIS), or any equivalent system. City will use the as-built drawings solely for its own infrastructure

management purposes. If City wishes to design, permit, and construct new infrastructure, City will contact Grantee for updated as-built drawings.

8.4.1 Limited Use and Confidentiality: City will not use the as-built drawings for any purpose other than described in this Agreement. City will not disclose the as-built drawings other than as permitted by this Agreement and will safeguard the as-built drawings from unauthorized disclosure. If City deems it necessary to disclose the as-built drawings to any third party, City may do so only after receiving written approval of such disclosure from Grantee and only after the third party signs a separate confidentiality agreement with Grantee in a form acceptable to Grantee. In any event, City will be jointly and severally liable for any breach of such separate confidentiality agreement signed by any such third party. If City becomes legally compelled (such as by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or other similar process) to disclose any of the as-built drawings, the City will provide Grantee with prompt and timely written notice so that Grantee may intervene and oppose disclosure or seek another appropriate remedy. In the event that disclosure of the as-built drawings is ordered, the City will only furnish that portion of the as-built drawings that is legally required.

8.5 Damage: The Grantee shall promptly repair any damage to the City right-of- way and remedy any situation within the City right-of-way that is caused by Grantee's activities or Grantee's Infrastructure Facilities that results in a dangerous condition or otherwise poses a hazard to the health or safety of the public. Upon the City becoming aware of any such situation, the City shall provide written notice to the Grantee as soon as practicable under the circumstances and the Grantee shall promptly, upon receipt of such notice, take action to abate said dangerous condition of hazard. If the Grantee fails to repair such damage or eliminate the dangerous condition within a reasonable time after notice, the City may take reasonable action to abate said dangerous condition or hazard and the Grantee shall reimburse the City for the reasonable costs thereof, provided however, that the Grantee shall not be liable for costs incurred by the City for providing emergency police or fire services generally made available to the public.

8.6 Relocation: Except for Grantee's Infrastructure Facilities installed in locations prior to such locations becoming right-of-way, which City shall pay to relocate, the Grantee shall, at its sole cost and expense, temporarily or permanently remove, relocate, change, or alter the

position or depth of any Grantee Infrastructure Facility in City right-of-way whenever the City determines that such removal, relocation, change, or alteration is necessary for the completion of any project undertaken by the City. City agrees to notify Grantee during the planning and design of City's projects in or outside of public rights-of-way that might require relocation of Grantee's Infrastructure Facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its Infrastructure Facilities. For all relocations, the Grantee and the City agree to cooperate on the location and relocation of the Grantee Infrastructure Facilities in the City's right-of-way in order to achieve relocation in the most efficient and effective manner possible. City and Grantee will take commercially reasonable steps to meet at least quarterly to discuss future relocations of Grantee's Infrastructure Facilities and to begin review of plans for City projects no later than the 30% design phase. Notwithstanding the foregoing, once the Grantee has relocated any Grantee Infrastructure Facility installed under this Agreement at the City's direction, if the City requests that the same Grantee Infrastructure Facility be relocated within one year, the subsequent relocation shall not be at the Grantee's expense unless said subsequent relocation is necessary to remedy public health and safety concerns not reasonably foreseeable by the City at the time of the prior relocation.

Section 9. Grantee will render efficient service, make repairs promptly, and will use commercially reasonable efforts to minimize the duration of service interruptions. Trained Grantee representatives will be available either live or by telephone to respond to customer inquiries and to assist customers during normal business hours. Grantee will also maintain a 24-hour emergency telephone number for customers. Grantee's business operations are regulated by the Arizona Corporation Commission and Grantee will comply with the Commission's rules and regulations. Grantee will make its Commission approved tariffs, including those which govern its terms and conditions of service and rates for service, available to customers on its website.

Section 10. City will in no way be liable or responsible for any acts or damage that may occur in the construction, maintenance, or operation by the Grantee of its Infrastructure Facilities hereunder, which could have been avoided by exercise of reasonable care, and the acceptance of this Franchise will be deemed an agreement on the part of Grantee, its successors and assigns, to indemnify City and hold it harmless against any and all liability, loss, cost, damage, or expense

which may accrue to City by reason of the negligence, default, or misconduct of Grantee in installing, maintaining, removing, relocating, and using its pipes and appurtenances hereunder.

Section 11. The right, privilege, and Franchise hereby granted may not be transferred in whole or in part by Grantee, its successors and assigns, unless a resolution consenting to such assignment has been adopted by the Mayor and City Council; City shall not unreasonably withhold consent to any transfer Grantee may request pursuant to this Section.

Section 12. This grant is not exclusive and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation or to deny to or lessen the power and privileges granted to City by Sections 9-501 and 9-502, Arizona Revised Statutes and revisions thereto.

Section 13. All ordinance and parts of ordinance in conflict with the provisions hereof are hereby repealed.

Section 14. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement will be adjudged invalid or unconstitutional, the same shall not affect the validity of this Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid and unconstitutional.

Section 15. To preserve the public health, peace, and safety, it is necessary that this Agreement become immediately operative. It is, therefore, declared to be an emergency measure and shall take effect and become operative from and after its passage by the City Council, approved by the Mayor, and publication as required, following its submission to the qualified electors of City as required by law, and its approval by said election.

IN WITNESS WHEREOF, the Parties have executed this Franchise Agreement on this _____day of _____, 2024.

CITY OF SEDONA, ARIZONA

Scott M. Jablow, Mayor

ARIZONA WATER COMPANY

By: _____

Title: President

DA00159

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

CITY COUNCIL AGENDA BILL

AB 3272
October 28, 2025
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding approval of Contract Amendment 5 for the Uptown Parking Garage design services with Gabor Lorant Architects, Inc. in the amount of $187,693.00

Department	PW/Engineering/Kurtis Harris and Bob Welch
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	Dec 10, 2019; Feb 25, 2020; Nov 24, 2020; Jan 12, 2021; May 25, 2021; Sept 15, 2021; Mar 14, 2023; Jun 27, 2023; Aug 9, 2023; Nov 15, 2023; May 14, 2024; Jun 25, 2024; Jul 9, 2024; Feb 25, 2025; May 27, 2025
Exhibits	A. Amendment 5 from GLA B. Professional Service Amendment 5

Finance Approval	Reviewed 10/14/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Recommend approval ABS 10/17/25

Expenditure Required	
	$ 187,693.00
Amount Budgeted	
	$ 380,286.00
Account No. (Description)	22-5320-89-68A4 (Uptown Parking Garage) (Design)

SUMMARY STATEMENT

Staff is requesting approval of Amendment 5 for the professional service agreement with Gabor Lorant Architects, Inc. in the amount of $187,693.00.

Background:

This Amendment #5 serves to support additional professional design services and costs related to the delays in the construction of the garage design. This also includes additional meetings, change order review, design, drafting, reviews of revised detailing, and sequencing to reflect the shotcrete change in exterior wall configuration.

The additional services are further defined in the attached EXHIBIT A, proposal letter from Gabor Lorant Architects, Inc., dated August 20, 2025.

This engagement will be conducted according to the original contract on a lump sum, not-to-exceed basis, as outlined in the original contract. The contract allowance for reimbursable expenses. A summary of the amendments to the contract is as follows:

Item Description	Fee (+/- $X.XX)
Extended Duration	$61,761.00
Revised Shotcrete Detailing/Sequencing	$21,912.00
Review Revised GMP/COR Pricing	$100,020.00
Travel	$4,000.00
Total Fee, This Amendment	$187,693.00
Prior Contract Value (Beginning FY21)	$1,814,088.00
New Contract Value	**$2,001,781.00**

Future Council Discussion and Related Topics:

During the October 14, 2025 City Council meeting, Council requested that future discussions include additional information regarding fire and building code application and updates as they relate to public construction projects. Staff is preparing to coordinate with the Sedona Fire District and other subject matter experts to provide an educational overview at a future Council work session or through an informational memorandum.

Council also expressed interest in a broader discussion on the City's electrification and EV charging strategy as part of the next Municipal Sustainability Plan scheduled on December 10, 2025.

These topics are separate from this specific contract amendment request, but will be brought forward to Council as directed.

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

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

Alternative(s): Council could elect not to approve the contract amendment 5 for professional services with Gabor Lorant Architects; however, this could cause a delay in the construction of the Uptown Parking Garage.

MOTION

I move to: approve Amendment 5 with Gabor Lorant Architects for the SIM-3A Sedona Uptown Parking garage Project in the amount of $187,693.00.

Exhibit A

gabor lorant architects inc.
3326 n. 3rd ave, suite 200
phoenix, arizona 85013
tel. 602 667 9090
fax. 602 667 9133
www.gaborlorant.com
gla

20 August 2025

Mr. Robert Welch, PE
Associate Engineer
Public Works Department
CITY of SEDONA
102 Roadrunner Drive
Sedona, Arizona 86336

Re: Sedona Uptown Parking Garage
Extended Construction Duration
GLA Project No.: 20109

Dear Mr. Welch:

GLA has prepared this fee proposal to extend the duration of the construction from the originally anticipated 11 months to the current 16-1/2 months (original McCarthy Construction start was 31 Oct 2024; actual start 24 Mar 2025). This proposal addresses additional meetings for the increased duration as well as additional design, drafting and reviews of revised detailing and sequencing to reflect shotcrete exterior wall configuration. Also included in this proposal are reviews of Change Order Requests (C.O.R.s) from McCarthy for construction pricing outside of the original GMP (which was prepared based on 75% CD progress drawings and specifications).

GLA will provide these services for the following lump sum:

Extended Duration of 5-1/2 Months

Project Manager: 110.0 hours $198/hour	$21,780.00
Construction Admin.: 165.0 hours $125/hour	20,625.00
Revit Drafting: 42 hours $118/hour	4,956.00
Structural Engineer: 120 hours $120/hour	14,400.00
Total	**$61,761.00**

Revised Shotcrete Detailing/Sequencing

Project Manager: 24 hours @ $198/hour	$4,752.00
Construction Admin.: 32.0 hours $125/hour	4,000.00
Revit Drafting: 80 hours $118/hour	9,440.00
Structural Engineering: 20 hours $120/hour	2,400.00
Geotech Engineering: 12 hours $110/hour	1,320.00
Total	**$21,912.00**

gabor lorant architects inc.
3326 n. 3rd ave, suite 200
phoenix, arizona 85013
tel. 602 667 9090
fax. 602 667 9133
www.gaborlorant.com

Review Revised GMP/COR Pricing

Project Manager: 360.0 hours $198/hour	$71,280.00
Construction Admin.: 60.0 hours $125/hour	7,500.00
Revit Drafting: 180 hours $118/hour	21,240.00
Lump Sum Fee Total	**$100,020.00**
Additional Travel Allowance	**4,000.00**
GRAND TOTAL	**$187,693.00**

Thank you for the opportunity to be of service. Please do not hesitate to contact me should you have any questions.

Sincerely,



Jan Lorant, AIA, NCARB, LEED AP
Principal

AMENDMENT # 5
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 Gabor Lorant Architects, Inc (“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 Sedona Uptown Parking Garage (the “Project”) on or about the 14th day of December, 2020; and

B. WHEREAS, CITY and CONSULTANT now desire to amend that Agreement to support additional professional design services and costs related to re-engagement of the design on the Uptown Parking Garage.

AMENDMENT

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

1. **SCOPE OF WORK**.
   A. Scope of Work.
   The additional services are further defined in the attached EXHIBIT A, proposal letter from Gabor Lorant Architects, Inc dated August 20, 2025.

   A summary of the work items and corresponding fee defined in the attached EXHIBIT A are as follows:

Item Description	**Fee (+/- $X.XX)**
Extended Duration	$61,761.00
Revised Shotcrete Detailing/Sequencing	$21,912.00
Review Revised GMP/COR Pricing	$100,020.00
Travel	$4,000.00
Total Fee, This Amendment	$187.693.00
Prior Contract Value	$1,814,088.00
New Contract Value	**$2,001,781.00**

2. **COMPENSATION; BILLING**.
   A. Compensation.
   The not to exceed amount of compensation the City agreed to pay the CONSULTANT is amended from $1,814,088.00 to $2,002,051.00

This amendment will be conducted according to the original contract on a Lump Sum, Not-To-Exceed Basis, as set forth in the original contract.

3. **TERM; TERMINATION**.
   A. Term.
   The original conditions and requirements of the contract pertaining to Termination shall apply to this amendment.

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

CITY OF SEDONA, ARIZONA

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

_____
GABOR LORANT ARCHITECTS, INC

By:_____

Title:_____

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

CITY COUNCIL AGENDA BILL

AB 3277
October 28, 2025
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible action for the approval of a five-year Guaranteed Price Agreement with ADP, Inc., in the amount of approximately $228,000.

Department	Human Resources/Russ Martin and Finance/Ian Coubrough
Time to Present	5 minutes
Total Time for Item	15 minutes
Other Council Meetings	N/A
Exhibits	A. ADP, Inc. Guaranteed Price Agreement

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Recommend approval ABS 10/17/25

Expenditure Required	
$	228,000 (estimated over 5-year term)
Amount Budgeted	
$	62,000 (FY26)
Account No. (Description)	60-5224-21-6436

SUMMARY STATEMENT

Background:

ADP, Inc. is the current provider of Human Resources and Payroll software for the City. The software's functionality assists staff with onboarding, time management, performance management, payroll processing, and other Human Resources and Finance applications. During the City's evaluation of ERP systems, it was determined that continuing use of the ADP system is in the City's best interest as it is one of the leaders in Human Resources applications and provides the City with the best value.

Human Resources carefully reviewed proposed functionality during the ERP selection process to determine the best option for the City. ADP is a product leader for HR functions and has served the City well. While the new ERP provided some upgrades, they do not provide the tax remittance services that ADP offers. While the new ERP system could assist in preparation of remittances and reports for taxes and other critical reporting requirements like the Affordable Care Act; the City would be responsible not only for the calculation and review of the information, but also for timely submission to the state, IRS and other agencies. ADP provides filing services, preparing and sending information and tax remittances as necessary. Staff reviews all information before it is sent. Continuing to use ADP is easier than making a

transition to new software, especially given that there is no compelling reason to change, and ADP provides services that an ERP does not.

HR staff uses ADP daily, and the intent is to continue to expand use into the extensive recruiting and onboarding options that are equally or better suited for the City's processes than the competitors we considered. Finally, ADP is an industry standard, and the City can continue to operate and expand the use of the system without disruption. While some non-HR staff utilize ADP only once a year for performance evaluations, many others use it to keep up with internal communication, current events and pertinent human resources information. The ADP "homepage," accessible through the City's intranet, provides an easily navigated go-to for employee benefits and is updated with employee changes as well as key events throughout the year.

The ADP amendment included with the Guaranteed Price Agreement formalizes the City's use of the Omnia Partner's cooperative contract which was established through a competitive procurement process. Utilizing the Omnia contract affords the City more favorable terms and conditions than those in the legacy agreement which has been in place since 2009.

Staff are recommending approval of the agreement to secure pricing for the next five years and to link to the Omnia contract.

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

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

Alternative(s): Council could elect to not approve the Guaranteed Price Agreement with ADP, Inc., which would result in the City utilizing the software on a month-to-month basis at higher rates.

MOTION

I move to: approve the Five-Year Guaranteed Price Agreement with ADP, Inc., for cloud-based software for an approximate amount of $228,000.

AMENDMENT to
ADP MAJOR ACCOUNT SERVICES – MASTER SERVICES AGREEMENT
between
ADP, INC. and CITY OF SEDONA

This amendment (this "**Amendment**"), effective as of the date of the last signature hereto (the "**Amendment Effective Date**"), by and between ADP, Inc. (formerly ADP, LLC) ("**ADP**") and City of Sedona. ("**Client**"), contains changes, modifications, revisions, and additions to the ADP Major Account Services – Master Services Agreement effective as of June 8, 2015 by and between ADP and Client (as previously amended and as amended herein, the "**Agreement**").

In consideration of the mutual covenants set forth in the Agreement and this Amendment, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. **Cover Page.** The Agreement is hereby amended by adding the following on the cover page above the signature block:

   "ADP and Client agree that ADP shall provide Client with the Services in accordance with the terms and subject to the conditions set forth in the Agreement and in accordance with ADP's cooperative purchasing agreement with OMNIA Partners, Contract No. R200701, which resulted from a competitive selection process by which OMNIA Partners selected ADP as a qualified vendor of managed business/outsourced services."

2. **Third Party Services Available through or Integrated with the Services.** Annex A (General Terms and Conditions) of the Agreement is amended to add a new Section 2.D. that provides as follows:

   "**2.D. Third Party Services Available through or Integrated with the Services**. At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client."

3. **ADP Time & Attendance Services.** Annex A (General Terms and Conditions) of the Agreement is amended to add a new Section 10 that provides as follows:

   "**10 ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:

   10.1 Managed Time & Attendance Services. ADP shall provide the Time and Attendance Managed Services as further described in this Section.

   10.1.1 End of Pay Period Administration; Resolution of Error Exceptions. Client acknowledges and agrees that Client will be responsible for ensuring that all time and labor data input submitted by Client to ADP is accurate, complete and delivered on time. For the purposes of this Agreement, the term "error exception(s)" means any data requirements within the ADP Time & Attendance module that, based on Client's configuration, have been assigned a severity level designation of "error"; such designation will create a requirement for an operational task to be completed in order to proceed with Client's payroll processing. Failure to resolve an error exception will prevent Client's payroll from being processed as scheduled. Client acknowledges and agrees that Client will be responsible to clear all error exceptions preventing the time and attendance file from processing. Client also agrees that all timeframes referenced below will be determined during the implementation process. Managed Time & Attendance Services include, but are not limited to, the following operational support to assist Client in the end of pay period process: if within a predetermined timeframe prior to the deadline for payroll submission Client has not cleared all outstanding error exceptions, ADP will advise

Client's designated contact of all outstanding error exceptions; and lock the end of pay period process with respect to Client clearance of error exceptions.

10.1.2 Data Administration. All data entry, adjustment and corrections to the ADP Time & Attendance module must be made by Client. ADP can make adjustments in the ADP Workforce Now Payroll module only. Prior to commencement of Services, Client shall provide to ADP all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with ADP to establish standards for ADP in its execution of the Services.

10.2 Time & Attendance Hardware.

10.2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

10.2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

10.3 Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

10.3.1Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

10.3.1.1 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

10.3.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

10.3.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's

last interaction with Client, whichever occurs first; and

10.3.1.1.3 any additional requirements as required by potentially applicable law.

10.3.2 Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

10.3.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

10.3.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

10.3.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

10.3.3 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

10.3.4 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

10.4 Biometrics Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

10.5 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services."

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment prevails. The terms defined in the Agreement and used in this Amendment have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Amendment. This Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Amendment and the Agreement.

IN WITNESS WHEREOF, this Amendment is executed by an authorized representative of each party hereto as of the Amendment Effective Date.

ADP, INC.	**CITY OF SEDONA**
[ADP Signature]	[Client Signature]
[ADP Name]	[Client Name]
[ADP Title]	[Client Title]
[ADP Date]	[Client Date]

ADP, INC. GUARANTEED PRICE AGREEMENT

Client Name:	**City of Sedona**		
Effective Date:	09/08/2025		
Expiration Date:	09/08/2030		
Customer #(s):	464926		
Contact Name:	Ian Coubrough	Requested By:	Richard Ramos
Contact Email:	icoubrough@sedonaaz.gov	Contact Phone:	928-203-5040

ADP, Inc. ("ADP") is pleased to provide City of Sedona ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 5 year(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) Price Increase: For the next 5 year(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

1a) Included Services:

- Payroll
- HCM
- TLM

1b) Processing Services:

Year #	Guaranteed Price Period	Increase %	Increase Date
1	09/08/2025 to 09/07/2026	0.00%	09/08/2025
2	09/08/2026 to 09/07/2027	1.00%	09/08/2026
3	09/08/2027 to 09/07/2028	1.00%	09/08/2027
4	09/08/2028 to 09/07/2029	1.00%	09/08/2028
5	09/08/2029 to 09/07/2030	1.00%	09/08/2029

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

2) Guaranteed Term: As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 5 year(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the “ADP Services Agreement”).

3) Early Termination Fee: If Client terminates all Services without cause as provided in the ADP Services Agreement prior to the Expiration Date of this Price Agreement, Client agrees to pay ADP an early termination fee of 3 month(s) of average monthly processing fees for the Services (based on the average monthly fees during the twelve-month period immediately preceding the date of termination or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date). If Client fails to pay the early termination fee, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. The early termination fee will be waived by ADP in the event there is a material breach by ADP of any material warranty, term, condition or covenant of the ADP Services Agreement and ADP fails to cure such breach within the timeframe provided in such ADP Services Agreement.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.

ADP, Inc.		**City of Sedona**	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 10/08/2025 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

CITY COUNCIL AGENDA BILL

AB 3278
October 28, 2025
Regular Business

Agenda Item: 8g
Proposed Action & Subject: Discussion/possible action to permit City of Sedona to apply for FY 2025 Federal Transit Administration (FTA) Section 5339 Formula Grant funding through Arizona Department of Transportation (ADOT) to purchase two (2) additional ADA accessible transit vehicles for future services.

Department	CMO/Amber Wagner
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	N/A
Exhibits	None

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Recommend approval ABS 10/17/25

Expenditure Required	
$	78,797 Local Match (if awarded)
Amount Budgeted	
$	
Account No. (Description)	Funds are budgeted in FY27 CIP

SUMMARY STATEMENT

Background: On September 17, 2025, the Arizona Department of Transportation (ADOT) released the FY 2025 Federal Transit Administration (FTA) Section 5307/5339 Formula Grant Notice of Funding Availability (NOFA). Section 5339 Bus and Bus Facilities Program funds are available to small and rural communities to support transit capital investments, including the purchase of new revenue vehicles, facility construction, and other transit-related equipment such as shelters and technology. This program requires a minimum 80/20 federal-to-local match, meaning federal funds may cover up to 85% of eligible project costs, with the City responsible for the 15% local share. Applications are due October 31, 2025. The City of Sedona intends to apply for Section 5339 funding to procure new ADA accessible transit cutaway vehicles to expand and modernize the Sedona Shuttle service programs.

Project: The City of Sedona is seeking Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities funding, administered through the Arizona Department of Transportation (ADOT), for the purchase of two (2) ADA-accessible cutaway transit vehicles. Each vehicle will have a passenger capacity of 14, including space for two (2) wheelchair positions, and will meet all applicable ADA and Buy America requirements.

These vehicles are requested to support the expansion of Sedona's Shuttle Program. Including Connect On-Demand microtransit program, which currently provides flexible shared-ride service within the city limits. The expansion will extend coverage to the Chapel and Mystic Hills area, as well as to currently unserved neighborhoods north of Sanborn Drive in West Sedona. In addition, the vehicles may be utilized to initiate a possible Uptown Sedona Circulator, a fixed-route shuttle connecting Uptown Sedona, the new Uptown Parking Garage, and consolidated Uptown public parking lots with key area destinations including Tlaquepaque and the Hillside shopping centers. This circulator will enhance local mobility, promote a car-free visitor experience, and help reduce congestion and parking demand in the service area.

A supporting Uptown Circulator Feasibility Study, funded through ADOT Section 5311 planning funds, is currently underway to evaluate feasibility, route alignment, service design, and operating alternatives. The final report is anticipated for completion in late December 2025 or January 2026, with staff recommendations to City Council following the report's completion.

The total estimated cost for the two vehicles is $525,312 with an 85/15 federal-local match as required under the Section 5339 program. If awarded, the City will provide the 15% local match ($78,797) using dedicated transportation sales tax revenues. This investment will allow the City to expand its sustainable and accessible transit network, improve multimodal connections between parking facilities and commercial districts, and enhance mobility for residents, employees, and visitors throughout Sedona.

Funding Amount Requested: The City of Sedona is requesting a total project amount of $525,312 under the ADOT Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities Program. Of this amount, $446,515 (85%) is requested in federal funds, with a local match requirement of $78,797 (20%).

Match Requirement: 15% (85% Federal/ 15% Local Match)
City Financial Responsibility: $78,797
Funding Source: The required local match will be provided through funding identified in the FY 2027 Capital Improvement Program (CIP) budget designated for transit vehicle procurement.

Climate Action Plan/Sustainability Consistent: ☒**Yes**

The city's Climate Action Plan (CAP) sites the second largest source of CO2 emissions in Sedona is from the use of fossil fuels in vehicles and other motorized equipment. A mode shift to public transit reduces the number of passenger vehicle miles traveled, which results in the displacement of CO2 emissions. One of the specific CAP strategies is to improve and increase transit ridership. Related strategies include a sustained commitment for a transition to electric and other low-carbon fuels and a shift to alternative modes of transportation such as ride sharing, public transit, biking, and walking.

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

Alternative(s): **N/A**

MOTION

I move to: authorize the City to apply for Federal Transit Administration FY25 Section 5339 Formula Grant funding for the purchase of additional transit vehicles, and to

authorize the provision of the required local match, and to authorize the City Manager to sign all necessary application documents, subject to approval of the application by the City Attorney's Office.

CITY COUNCIL AGENDA BILL

AB 3291
October 28, 2025
Regular Business

Agenda Item: 8h
Proposed Action & Subject: Discussion/possible action regarding a review of applications for the City Council vacancy, possible interview questions, and selection of candidates for interviews.

Department	City Manager's Office
Time to Present	5 Minutes
Total Time for Item	45 Minutes
Other Council Meetings	October 14, 2025
Exhibits	A. Previous Interview Questions
	City Council Vacancy Applications are available for review in the City Clerk's Department and will be emailed to City Council prior to today's meeting.

Finance Approval	Reviewed 10/13/25 BGW
City Attorney Approval	Reviewed 10/20/25 KWC
City Manager's Recommendation	Reviewed ABS 10/20/25

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

SUMMARY STATEMENT

Background: The City Council has a vacant seat as a result of the resignation of Scott Jablow effective at 5:00 p.m. on September 30, 2025. Council agreed to schedule an agenda item at the October 28, 2025 meeting to review applications and consider next steps for conducting interviews and making an appointment.

The deadline to receive applications is Monday, October 27, 2025 at 5:00 p.m. City Council will receive applications prior to the meeting.

Staff has reviewed the following with regard to candidate eligibility:

It appears that all candidates meet the eligibility requirements. There were two eligibility items which were not specifically addressed on the application (indicated below in bold). When running for office, a candidate is required to file a Nonpartisan Nomination Paper Declaration of Qualification ARS 16-311, 16-341. This is completed by the candidate, and, by completing

this form, the candidate is affirming that they meet the following requirements as a qualified elector:

Qualifications for seeking appointment to City Council are:

- Must be a *qualified elector.
- Must be 18 years of age or older.
- Must be able to speak, write, and read the English language.
- Must reside within the Sedona City limits for one year preceding the appointment.
- **A person convicted of a felony cannot serve as a Council member until his/her civil rights have been restored.**
- **A person adjudicated an "incapacitated person" cannot serve as a Council member.**

*NOTE - A qualified elector must possess all of the following qualifications:

- Be a United States citizen,
- Be a registered voter,
- Be 18 years of age or more on or before the regular general election next following his registration,
- Have the ability to write one's name or make his mark unless prevented by physical disability.

Each candidate will be asked if they would be willing to sign a similar affidavit verifying that they meet all of the requirements of a qualified elector.

Council Rules of Procedure Rule 2.M. outlines the selection process for qualified candidates:

M. COUNCILOR APPOINTMENT

1. Upon the death or resignation of a City Councilor, the City Clerk shall immediately advertise the vacancy, request applications from all interested and qualified citizens, and accept applications for a period of not less than three weeks.

2. After the application period is closed, City Council shall meet to determine which applicants will be interviewed. Applicants who receive a majority vote of Councilors present in a regular, open session shall be interviewed. A tie vote results in an applicant not being interviewed.

3. Appointments to City Council shall be made after an open session interview with the City Council and through a majority vote of Councilors present. Council may hold an executive session to consider or discuss appointment of a Councilor.

The last item for consideration after candidates are selected for interviews is to determine how and when interviews will take place. Council can provide direction to staff to proceed with coordinating interviews on the date selected.

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

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

Alternative(s): None

MOTION

I move to: select, _____, for an interview for the vacant seat on City Council.

CANDIDATE NAME: _____ INTERVIEWER: _____

1. Can you please tell us about your background and why you want to serve on the City Council? Do you intend to run for City Council in 2022?

_____

_____

_____

_____

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2. An issue has come before City Council that you support very strongly. However, you receive numerous emails and phone calls from citizens who are against the issue. What do you do?

_____

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3. How would you go about preparing to make a decision on an item you know very little about?

4. You believe that a City Councilor has a potential conflict of interest on an item on which they are voting. What do you do?

5. The City is entering the budgeting process for the next fiscal year. Municipal budgeting differs greatly from that of the private sector. Please explain your familiarity with the municipal budgeting process.

6. What factors are important to you in decision making for Sedona?

7. What do you think would be your greatest challenge in contributing fully to Council decisions?

_____

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8. Citizens often come forward with important issues that they want the City to address. Many of these items may have a potentially significant impact but are not within the City's authority or jurisdiction. How do you respond to these requests?

_____

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9. The City Council met in February to review, update, and establish their priorities for the upcoming year. Have you reviewed these priorities, and what is your understanding of them? How do these established priorities align with your views? What do you see as important priorities?

10. Have you attended or watched City Council meetings in the past year and what did you gain from this?

11. Are you aware that the City must adhere to the Alternative Expenditure Limitation law, commonly known as Home Rule? Please explain your understanding of Home Rule.

12. Why should we choose you?

13. Do you have any questions for us?

CITY COUNCIL AGENDA BILL

AB 3066
October 28, 2025
Regular Business

Agenda Item: 8i
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 9/22/25 BGW
City Attorney Approval	Reviewed 10/14/25 KWC
City Manager's Recommendation	Reviewed 9/22/25 JAD

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

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
11/12/2025	Wednesday	4:30 p.m.	Regular Meeting				
				AB Approval of Resolution Adopting Revised Planning and Zoning Commission Operating Rules and Procedures.	Consent	Christianson	NA
				Sedona Kindness Day Proclamation, November 13, 2025	Consent	Cook/Garner	NA
				AB 3270 Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include regulations for implementation of House Bill 2447 (Administrative Review of Development Review and Subdivision applications), Changes to appeal procedures, and Clarification of various code sections Case Number: PZ25-00009 (LDC) Applicant: City of Sedona.	Regular	Meyer	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 3283 Discussion/possible action regarding the proposed location of the emergency siren locations in uptown Sedona, and update on the progress of the City's Emergency Management program.	Regular	Foley	45 min
				AB 3284 1st quarter report and economic update	Regular	Whitehorn	60 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/13/2025	Thursday	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 3279 Discussion possible action regarding Arts and Culture Grant award recommendations.	Regular	Spickard/Turck	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				
				NO MEETING DUE TO HOLIDAY			
12/3/2025	Wednesday	1:00 p.m.	Special Meeting				
				Possible work session for Joint Meeting with City Council and School Board	Special	Blum	2 hours
12/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of $70,000.	Consent	Harris	NA
				AB 3273 Approval of Amendment 1 to the Agreement that was executed on April 18, 2022 with Electrify America for the Electric Vehicle charging stations being installed in the Uptown Parking Garage.	Consent	Harris	N/A

				AB 3281 Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RMH (Single Family and Manufactured Home, 4 dwelling units per acre) to RM-3 (High-Density Multifamily, 20 dwelling units per acre) to allow for future development of the property with multifamily housing (no development proposed at this time) and approval of a Conditional Use Permit (CUP) to allow for use of the existing single-family house until a future development is approved. The subject properties are located at 50 Tranquil Avenue and 80 Rigby Road, north of the Windsong Mobile Home Park and west of the Safeway Shopping Center. APN: 408-24-087 & -089.Case Number: PZ24-00018 (ZC, CUP) Property Owner: Kim Soo Young & James Spindelman Applicant: Sefton Engineering (David Nicolella).	Regular	Meyer	45 min
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXX, 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 3287 Discussion/possible direction regarding the Wastewater Reclamation Plant (WWRP) Facility Plan on future effluent management strategies and the environmental study of the Dells land.	Special	Holland	60 min
				AB 3263 Presentation/discussion by Sustainability Department regarding municipal and community greenhouse gas (GHG) inventories.	Special	Beck	60 min
12/16/2025	Tuesday	8:00 a.m.					
				City Council Retreat Day 1	Special	Spickard	9 hours
12/17/2025	Wednesday	8:00 a.m.					
				City Council Retreat Day 2	Special	Spickard	9 hours
12/18/2025	Thursday	8:00 a.m.					

				City Council Retreat Day 3	Special	Spickard	9 hours
1/13/2026	Tuesday	3:00 p.m.					
					Special		
1/13/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
1/14/2026	Wednesday	1:00 p.m.					
				AB 3286 Presentation/discussion/possible direction for CIP Planning and Priority Setting.	Special		5 hours
1/27/2026	Tuesday	3:00 p.m.					
					Special		
1/27/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3274 Approval of a Resolution calling the 2026 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term), a proposal for extension of the Local Alternative Expenditure Limitation – Home Rule Option, and to call the 2026 General election, if needed.	Consent	Cook	NA
					Regular		
1/28/2026	Wednesday	3:00 p.m.					
				AB Mid-Year Economic and budget update	Special		120 min.
2/10/2026	Tuesday	3:00 p.m.					
2/10/2026	Tuesday	4:30 p.m.					
2/11/2026	Wednesday	1:00 p.m.					
				AB 3285 Discussion/possible action of Decision Package Planning as part of the FY27 budget cycle.	Special		5 hours

2/24/2026	Tuesday	3:00 p.m.					
2/25/2026	Wednesday	3:00 p.m.					
					Special		
3/10/2026	Tuesday	3:00 p.m.					
					Special		
3/10/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3276 Public hearing/presentation concerning whether the City of Sedona should extend the Alternative Expenditure Limitation – Home Rule Option with regard to the City Budget. This is the first of two public hearings, and this issue would be placed on the August 4, 2026 ballot for voter approval.	Regular	Whitehorn	45 min
3/11/2026	Wednesday	3:00 p.m.					
					Special		
3/24/2026	Tuesday	3:00 p.m.					
					Special		
3/242026	Tuesday	4:00 p.m.					
				AB 3276 Presentation/second public hearing regarding the extension of the City of Sedona's Alternative Expenditure Limitation – Home Rule Option and the placement of that issue on the August 4, 2026 ballot for voter approval.	Special	Whitehorn	15 min
3/24/2026	Tuesday	4:15 p.m.					
				AB 3276 Discussion/possible action regarding a Resolution approving the extension of the Alternative Expenditure Limitation – Home Rule Option (the vote requires a super majority of the City Council) and putting the issue on the August 2, 2022 ballot for voter approval.	Special	Whitehorn	15 min

3/24/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
3/25/2026	Wednesday	3:00 p.m.					
					Special		
4/14/2026	Tuesday	3:00 p.m.					
					Special		
4/14/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
4/15/2025	Wednesday	1:00 p.m.					
				Work Session #1 Budget	Special		5 hours
4/22/2026	Wednesday	8:00 a.m.					
				Work Session #2 Budget	Special		9 hours
4/23/2026	Thursday	8:00 a.m.					
				Work Session #2 Budget	Special		9 hours
4/28/2026		3:00 p.m.					
					Special		
4/28/2026		4:30 p.m.					
					Consent		
					Regular		
4/29/2026		3:00 p.m.					
					Special		
5/12/2025		4:30 p.m.					
					Consent		
					Regular		

5/13/2026		3:00 p.m.					
					Special		
5/26/2026		3:00 p.m.					
					Special		
5/26/2026		4:00 p.m.					
				Presentation/discussion/possible direction regarding an Overview of Community Facilities Districts (CFD) and allowable uses of CFD funds.	Joint Mtg. Sedona Summit II CFD & Fairfield CCFD Board of Directors	Whitehorn	15-30 min
				Discussion/possible action regarding approval of minutes from June 24, 2025.			
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Tentative Budget for fiscal Year 2026-27.			
5/26/2026		4:30 p.m.					
					Consent		
				AB 3289 Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2026-2027.	Regular	Whitehorn	90 min
5/27/2026		3:00 p.m.					
					Special		
6/9/2026		4:30 p.m.					
					Consent		
					Regular		
6/10/2026		3:00 p.m.					
					Special		
6/23/2026		3:45 p.m.					

				Discussion/possible action regarding approval of minutes from May 27, 2025.	Joint Mtg. Sedona Summit II CFD & Fairfield CCFD Board of Directors		
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Final budget for fiscal year 2026-27 for the Sedona Summit II CFD.			
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Final budget for fiscal year 2026-27 for the Fairfiled Community CFD.			
6/23/2026		4:00 p.m.					
				AB 3290 Public Hearing/discussion/pssible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2026-27.	Special	Whitehorn	30 min
6/23/2026		4:30 p.m.					
					Consent		
					Regular		
6/24/2026		3:00 p.m.					
					Special		