

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MARCH 24, 2026

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 and translation services 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

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

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - March 10, 2026 City Council Special Meeting - Alternative Expenditure Limitation Second Public Hearing.
- b. Minutes - March 10, 2026 City Council Special Meeting - Alternative Expenditure Limitation Approval.

4. APPOINTMENTS - None

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

6. EXECUTIVE SESSION REPORT

7. 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.)

8. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

9. REGULAR BUSINESS

- a. **Discussion/possible action** regarding items pulled off "3. Consent Items".
- b. AB 3329 **Discussion/possible action** regarding approval of a Construction Contract with Fann Environmental LLC for the WWRP Secondary Clarifier Rehabilitation project in an amount not-to-exceed \$748,744.00
- c. AB 3332 **Discussion/possible action** to pursue the 2026 Invasive Plant Grant (IPG), for up to \$200,000, through the AZ Department of Forestry and Fire Management to assist in the reduction of the invasive species, Tree of Heaven and Siberian Elm.
- d. AB 3330 **Discussion/possible action** regarding approval of a 20-year license agreement with Wecom LLC for use of the City's public rights-of-way for fiber optic cable with fees waived equal to Wecom's cost to install a fiber network connecting City locations that will convey to the City.
- e. AB 3335 **Discussion/possible action** for approval to pursue the FY27 Congressionally Directed Spending (CDS) funding through the offices of Senator Mark Kelly and Senator Ruben Gallego for the SIM5D - Brewer/Ranger Road Roundabout (RAB) construction project (total cost of \$5,412,064). The CDS funding request will be for the typical maximum amount of \$3,000,000.
- f. AB 3313 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.
- g. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MARCH 24, 2026

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

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

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

Page 2, City Council Meeting Agenda Continued

10. EXECUTIVE SESSION

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

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

11. ADJOURNMENT

Posted: 03/18/2026

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Tuesday, March 10, 2026, 3:30 p.m.**

1. Call to Order

Mayor Ploog called the meeting to order at 3:30 p.m.

2. Roll Call

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Charlotte Hosseini, and Councilor Derek Pfaff. Councilor Melissa Dunn was absent and excused. Councilor Kinsella attended via Teams.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Attorney Kurt Christianson, Deputy City Manager Barbara Whitehorn, Public Relations Analyst Kegn Hall, City Clerk JoAnne Cook.

3. Special Business

- a. **AB 3276 Public hearing/presentation/discussion concerning whether the City of Sedona should extend the Alternative Expenditure Limitation – Home Rule Option with regard to the City Budget. This is the second of two public hearings and this issue would be placed on the July 21, 2026, ballot for voter approval.**

Presentation by Barbara Whitehorn.

Questions and comments by Council.

Opened the Public Hearing at 3:50 p.m.

Tim Perry, Sedona, spoke in opposition to this item.

Closed the Public Hearing at 3:54 p.m.

No action taken. This is the second public hearing on this item.

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

4. Executive Session

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

- a. **To consult with legal counsel for advice regarding 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.**

No executive session held.

5. Adjournment

Mayor Ploog adjourned the meeting at 4:00 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on March 10, 2026.

JoAnne Cook, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Tuesday, March 10, 2026, 4:15 p.m.**

1. Call to Order

Mayor Ploog called the meeting to order at 4:15 p.m.

2. Roll Call

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Attorney Kurt Christianson, Deputy City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, Police Chief Stephanie Foley, Public Relations Analyst Kegn Hall, and City Clerk JoAnne Cook.

3. Special Business

- a. **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 July 21, 2026 ballot for voter approval.**

Questions and comments from City Council.

Council asked staff to bring forward the Permanent Base Adjustment as an option for voters in the future.

Motion: Councilor Furman moved to approve Resolution No. 2026-03, placing the continuation of the Alternative Expenditure Limitation - Home Rule Option on the ballot. Seconded by Councilor Pfaff. Motion passed with six (6) in favor and zero (0) opposed.

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

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 regarding 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.**

No executive session held.

5. Adjournment

Mayor Ploog adjourned the meeting at 4:18 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on March 10, 2026.

JoAnne Cook, City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 3329
March 24, 2026
Regular Business

Agenda Item: 9b

Proposed Action & Subject: Discussion/possible action regarding approval of a Construction Contract with Fann Environmental LLC for the WWRP Secondary Clarifier Rehabilitation project in an amount not-to-exceed \$748,744.00.

Department	Wastewater
Time to Present	5 Minutes
Total Time for Item	15 Minutes
Other Council Meetings	N/A
Exhibits	A. Construction Contract

Finance Approval	Reviewed 3/16/26 BGW	
City Attorney Approval	Reviewed 3/16/26 KWC	
City Manager's Recommendation	Recommend approval ABS 3/17/26	
		Expenditure Required
		\$ 748,744.00
		Amount Budgeted
		\$ 150,000 FY26 600,000 FY27
		Account No. 59-5252-89-68F6 (Description) WWRP Secondary Clarifier Rehabilitation

SUMMARY STATEMENT**Background:**

The Wastewater Reclamation Plant (WWRP) currently has three secondary clarifiers. Secondary clarifier no.1 was constructed in 1993 and secondary clarifier no.2 was constructed in 2001. A third secondary clarifier was constructed in 2017. Secondary clarifiers are instrumental in the treatment process and are responsible for separating solids from water.

In 2024, the mechanical equipment in clarifier no.2 failed and has been inoperable since that time. The WWRP has been operating with two secondary clarifiers online and while peak flows can be treated under this condition, there is no redundancy should another clarifier fail. Clarifiers no.1 and no.2 have been identified as needing rehabilitation at this time to ensure the WWRP can effectively and reliably meet permit requirements. The rehabilitation consists of replacing original equipment with a new clarifier mechanism, drive system, skimmer arm, counter balancing arm, suction header, and scum pump on each clarifier.

Design for the WWRP Secondary Clarifier Rehabilitation Project began in FY25 and was completed in-house. City staff evaluated rehabilitation of existing clarifier mechanisms versus complete replacement of the mechanisms and found it more cost effective to replace existing equipment. Staff worked alongside WesTech Engineering, a clarifier mechanism manufacturer, to evaluate plant flow conditions and specify proposed clarifier mechanism improvements which fit in existing clarifier structures and provide the same treatment capacity.

The project was advertised for bid on February 4, 2026 and three bids were received by February 25, 2026. Below is a summary of the bid results:

Company	Bid Price
Engineer's Estimate	\$410,000.00
Fann Environmental, LLC	\$748,744.00
ASR Construction Group	\$1,258,687.00
KEAR Civil Corporation	\$1,292,800.00

Staff is recommending award of a Construction Contract with Fann Environmental, LLC. for the project. Staff have evaluated Fann's bid package and met with their Operations Director to ensure that the bid submitted is adequate to complete the scope of work. The engineers estimate for the project was based on equipment pricing obtained in 2025, with labor for demo and installation calculated as a percentage of equipment cost. The original project budget was \$410,000 and was split between two fiscal years due to the approximately 40-week lead time required for fabrication and delivery of the clarifier mechanisms. The additional budget needed for award of the contract has been added to the FY27 proposed budget.

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

Replacement of failing clarifier mechanisms will meet the goals related to the Water Resources Management Plan action for ensuring a long-term sustainable supply of water by continuing to provide adequate treatment to produce the highest quality effluent.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council could elect to not approve the Construction Contract with Fann Environmental, LLC which would result in the WWRP continuing to operate with only two functional clarifiers, one of which is aging and at increased risk of mechanical failure. This reduces operational redundancy and increases the likelihood of process upsets, potential permit exceedances, and costly emergency repairs if another clarifier goes out of service.

MOTION

I move to: approve the Construction Contract with Fann Environmental LLC for the construction of the WWRP Secondary Clarifier Rehabilitation project in an amount not-to-exceed \$748,744.00, subject to approval of the written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__ by and between the City of Sedona, Arizona, hereinafter called the "City" or "Owner", and Fann Environmental, LLC hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **26-11IFB – Secondary Clarifier Rehabilitation**, City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of \$ 748,744.00, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.
4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. 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)).
8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified.
9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

Advertisement for Bids
 Information for and Instructions to Bidders
 Bid Proposal and Bid Guaranty Bond
 Contract (this document)
 Change Orders
 Addenda, if issued
 Performance Bond, Labor and Material Payment Bond
 Special Conditions
 General Conditions
 Technical Specifications
 Notice of Award
 Notice to Proceed
 Plans and Drawings
 Standard Specifications
 Insurance

Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Addenda, if issued
5. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed

8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
- B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.
- F. Contractor has attended any mandatory pre-bid meetings and walk-throughs.

11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due

and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
13. In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23- 214(A).
14. Remedies and Applicable Law. This Contract shall be governed by the law of the State of Arizona. Any lawsuits pertaining to this Contract may only 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.
15. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in the Peoples Republic of China. As applicable, Contractor certifies 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.
16. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.
17. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF SEDONA, ARIZONA

FANN ENVIRONMENTAL, LLC

Anette Spickard, City Manager

By:_____

Title:_____

ATTEST:

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

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL
FORM:

Kurt W. Christianson, City
Attorney

III. STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES

(This bond must not be less than ten percent (10%) of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Fann Environmental, LLC, (hereinafter "Principal"), as Principal, and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, with its principal offices in the City of Boston, MA, (hereinafter "Surety"), as Surety, are held and firmly bound unto the City of Sedona, the State of Arizona, (hereinafter "Obligee"), in the amount of ten percent of total bid amount (Dollars) (10 %), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

26-11 SECONDARY CLARIFIER REHABILITATION

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

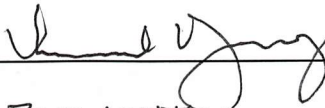
[Signatures on next page]

Witness our hands this 25th day of February, 2026.

Fann Environmental, LLC

PRINCIPAL

Seal

By: 

Title: PRESIDENT

c/o INSURICA Southwest Insurance Services, LLC

AGENCY OF RECORD

Liberty Mutual Insurance Company

SURETY

Seal

By: 

4686 E. Van Buren #310 Phoenix, AZ 85008

AGENCY ADDRESS

Title: Desirae Darko, Attorney-in-Fact

(Attach Power of Attorney form)

VII. BID PROPOSAL

City of Sedona:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, attended any mandatory pre-bid meetings, having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for any Unit Prices entered based on the Bidding Schedule included herein, said prices to only be amended or altered in accordance with the Contract Documents.

It is understood that any listed quantities of work to be done at unit prices are **approximate** only and are intended to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be done at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Schedule, except as otherwise provided for in the Contract Documents.

It is further agreed that payments may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications in accordance with General Condition No. 47. Similarly, payments may decrease if work is deleted or changed.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Proposal, it is understood that the right is reserved by the City to reject any or all Proposals and waive informalities or irregularities in Proposals. The City also reserves the right to delay the award of a contract for a period not to exceed forty-five (45) days from the date of the opening of bids.

The undersigned Bidder further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned Bidder has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned Bidder certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Sedona in the sum of ten percent (10%) of the total bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total bid.

The undersigned submits a bid bond pursuant to Section 34-201 of the Arizona Revised Statutes, payable to the City, equal to ten percent (10%) of the total amount of this proposal and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the City. The undersigned Bidder agrees that in the event they are the successful Bidder, if within ten (10) calendar days after the award of the Contract, they fail to enter into a Contract or fail to post payment and performance bonds satisfactory to the City ensuring the faithful fulfillment of the Contract as required by law, then security deposit on this bid shall be forfeited to the City.

The Bidder grants the City the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of forty-five (45) days after the date of opening of said Proposals.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the City has determined that a reasonable time for the 26-11IFB - Secondary Clarifier Rehabilitation is the contract time stated in the Advertisement for Bids and issued addendum. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the time specified.

Bidder agrees that the bid includes the following items which have been completed in full by the Bidder:

1. Bid Proposal & Schedule (Using Excel Bid Schedule form provided in Bonfire)
2. Bid Surety (certified check, cashier's check, or bid bond)
3. Statement of Bidder's Qualifications
4. Experience Questionnaire
5. Contractor Status Information
6. List of all proposed Subcontractors
7. Schedule of manufacturers and suppliers, major equipment, and material items

8. Non-collusion affidavit
9. Bidder's Affidavit
10. Certificate of insurability

Bidder agrees that the City assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract.

Bidder agrees that all terms set forth in the Information for and Instructions to Bidders as well as all other Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the City.

Bidder agrees that all major equipment and suppliers shall be set forth herein on the attached "Schedule of Manufacturers and Suppliers, Major Equipment and Material Items",

Bidder understands that this project is to be constructed in compliance with all City, State and Federal laws, rules and regulations, which are applicable to the project and the Contractor and all work performed hereunder.

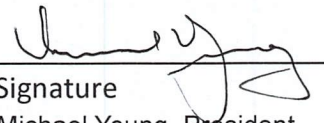
In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Schedule as its proposal to construct the improvements described in the Contract Documents.

The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the general Contractor in or about the construction of the work or improvements in an amount in excess of one and one-half percent (1.5%) of the general Contractor's total Bid, and the portion of the work which will be done by each Subcontractor is set forth in the Proposed Subcontractor list attached hereto.

Bidder has received all Addenda before submission of Bid and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

By my signature below, I acknowledge and agree to the Bid Proposal terms:



Signature
Michael Young, President

Printed Name and Title

Responses

Success: All data is valid!

					Numeric	
Status	#	Item	Quantity Required	UOM	Unit Price	Total Cost

General Requirements

Success: All values provided	#1-1	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
Success: All values provided	#1-2	START-UP & TESTING	1	LS	\$ 18,000.00	\$ 18,000.00
Success: All values provided	#1-3	DEMOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
Basket Total						\$ 38,000.00

Secondary Clarifier Equipment

Success: All values provided	#2-1	CLARIFIER MECHANICAL EQUIPMENT PER SPECIFICATION 434300	2	EA	\$ 233,337.00	\$ 466,674.00
Success: All values provided	#2-2	DRIVE MOTOR PER SPECIFICATION 434300 (SEE SPECIAL CONDITIONS)	2	EA	\$ 23,932.00	\$ 47,864.00
Success: All values provided	#2-3	SCUM PUMP REPLACEMENT PER SPECIFICATION 434300	2	EA	\$ 13,496.00	\$ 26,992.00
Success: All values provided	#2-4	DEMOLITION (SEE SPECIAL CONDITIONS)	2	EA	\$ 19,607.00	\$ 39,214.00
Basket Total						\$ 580,744.00

Installation of Secondary Clarifier Equipment

Success: All values provided	#3-1	INSTALLATION OF ALL CLARIFIER MECHANICAL EQUIPMENT, DRIVE MOTOR, AND SCUM PUMP	2	EA	\$ 65,000.00	\$ 130,000.00
Basket Total						\$ 130,000.00
Grand Total						\$ 748,744.00

VIII. CONTRACTOR STATUS INFORMATION

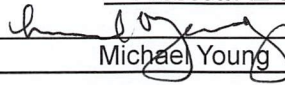
THE UNDERSIGNED IS LICENSED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA:

License Number 206365 / 249529 / 276357 Class A / B-1 / CR-11

NOW: In compliance with the Invitation for Bids and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the Work for the prices set forth in the preceding Schedule(s) upon which award of contract is made.

Individual Contractor Name: _____
Address: _____

Partnership Name: _____
Business Address: _____
By: _____, Partner
Other Partners: _____

Corporation Name: Fann Environmental, LLC
Limited Liability Company Business Address: 6708 Corsair Ave Ste A
(LLC Resolution of Signing Authority Attached) Prescott AZ 86301
By: , President
_____, Secretary

Organized under the Laws of the State of Arizona and registered with the Arizona Corporation Commission to transact business in the State of Arizona.

Date: 2/25/2026 Contractor: Fann Environmental, LLC
6708 Corsair Ave Ste A
Prescott AZ 86301

(SEAL)

By: _____

The undersigned Bidder acknowledges receipt of the following addendum:

Addendum #	Dated	Initial
<u>1</u>	<u>2/17/2026</u>	<u></u>
<u>2</u>	<u>2/19/2026</u>	<u></u>


Signature of Bidder



One Stop Environmental Solutions

6708 Corsair Ave., Suite A • Prescott, AZ 86301 • Phone: 928-778-5335 • Fax: 928-778-5870 • ROC-A-206365 • ROC B-249529

LLC Resolution of Signing Authority

WHEREAS, the Company is determined to grant signing and authority to certain persons described hereunder.

RESOLVED, that the Members are hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the company, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, banking agreements and other instruments of whatever nature entered into by this Company.

Name: Michael S Young

Position/Title: Operating Member

Telephone Number: 928-713-9265

Email Address: mikeyoung@fannenvironmental.com

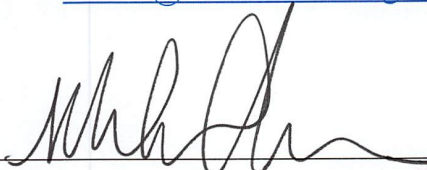
Signature:  4/16/2025

Name: Michael W Fann

Position/Title: Majority Member

Telephone Number: 928-713-3286

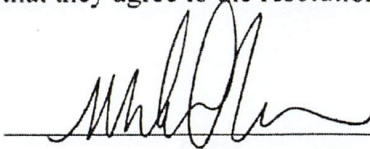
Email Address: mfann@fanncontracting.com

Signature:  4/16/2025

Continuation of LLC Resolution of Signing Authority

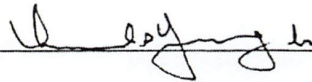
The undersigned hereby certify that they are the members of Fann Environmental, LLC on the date signed and that they agree to the resolution above:

Michael W. Fann



4/16/2025

Michael S. Young, Sr.



4/16/2025

Laurie L. Young

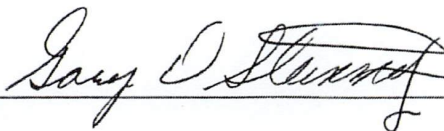


05/07/25

Linda O'Brien

Dan Lee

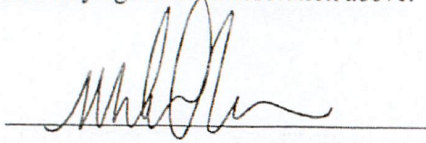
Gary D. Steinmetz



Continuation of LLC Resolution of Signing Authority

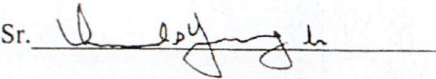
The undersigned hereby certify that they are the members of Fann Environmental, LLC on the date signed and that they agree to the resolution above:

Michael W. Fann



4/16/2025

Michael S. Young, Sr.



4/16/2025

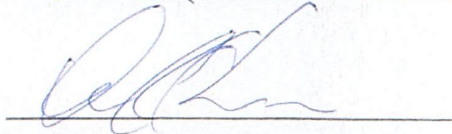
Laurie L. Young

Linda O'Brien



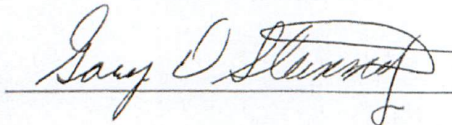
5/21/2025

Dan Lee



5/21/2025

Gary D. Steinmetz



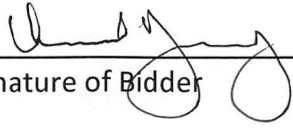
4-14-25

IX. PROPOSED SUBCONTRACTORS

The following information gives the name, business address, and portion of work (description of work to be done) for each Subcontractor that will be used in the work if the Bidder is awarded the Contract. No Subcontractor doing work in excess of one and one-half percent (1.5%) of the total amount of the bid and who is not listed shall be used without the written approval of the City, which shall not be unreasonably withheld. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Substitutions of Subcontractors may be made by the Bidder as long as all Subcontractors used meet all requirements for all Subcontractors and all subcontract agreements meet all requirements set forth in the Contract Documents. The total value of subcontracted work shall not exceed fifty percent (50%) of the contract work as bid. The Bidder shall perform 50% or more of the contract work using Bidder's organization, unless stated otherwise in the specifications. **The subcontractor shall have the license required for the work performed. The subcontractor will be required to have a current City of Sedona Business License for the duration of the contract.**

<u>Subcontractor Name</u>	<u>Business Address</u>	<u>Description of Work</u>
---------------------------	-------------------------	----------------------------

N/A Bidder (Fann Environmental, LLC) will self-perform all work for this project.		



Signature of Bidder

X. SCHEDULE OF MANUFACTURERS AND SUPPLIERS - MAJOR EQUIPMENT AND MATERIAL ITEMS

The Bidder proposes that the named items of major equipment and materials required for work will be supplied by the manufacturers or suppliers set forth below as written in by the Bidder. Substitutions will be allowed in accordance with the Contract Documents:

<u>Item</u>	<u>Manufacturer or Supplier</u>
Two (2) 55' Clarifier Mechanisms, Model CLC15G	WesTech Engineering, LLC
Sludge Pump	James, Cooke and Hobson (JCH)

XI. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT IN THE

STATE OF Arizona)
) ss
COUNTY OF Yavapai)

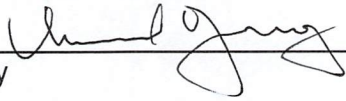
Michael Young, being first duly sworn, deposes and says:

1. That he is President (sole owner, a partner, president, secretary, etc.)
of Fann Environmental, LLC, the party
making the foregoing Bid.
2. That such Bid is not made in the interest of or on behalf of any undisclosed person,
partnership, company association, organization, or corporation.
3. That such Bid is genuine and not collusive or sham.
4. That said bidder has not directly induced or solicited any other Bidder to put in a false or
sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with
any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding.
5. That said Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the Bid Price of said Bidder or of any
other Bidder, nor to fix any overhead, profit, or cost element of such Bid Price, nor of that
of any other Bidder, nor to secure any advantage against the public body awarding the
Contract or anyone interested in the proposed Contract.
6. That all statements contained in such Bid are true.
7. That said Bidder has not, directly or indirectly, submitted their Bid Price or any breakdown
thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid
and will not pay any fee in connection therewith to any corporation, partnership, company,
association, organization, bid depository, nor to any member or agent thereof, nor to any
other individual except to such person or persons as have a partnership or other financial
interest with said Bidder in their general business.

NON-COLLUSION AFFIDAVIT
(Continued)

Fann Environmental, LLC

Name of Business

By 

President

Title

Subscribed and sworn to before me this 25th day of February, 2026.



POPPY ILENE KEEGAN
Notary Public
Commission Number 668211
Expires: July 8, 2028
Yavapai County


(Notary Public)

My Commission expires: 7/8/2028

XII. STATEMENT OF BIDDER'S QUALIFICATIONS

If bidder is a corporation, answer the following:

- (a) Date of incorporation: 10/22/2004
- (b) State of incorporation: Arizona
- (c) President's name: Michael Young
- (d) Vice President's name(s): N/A
- (e) Secretary's or Clerk's name: Linda O'Brien
- (f) Treasurer's name: N/A

If bidder is a partnership, answer the following:

- (a) Date of organization: _____
- (b) Name and address of all partners. State whether it is a general or limited partnership:

If other than a corporation or partnership, describe the organization and name principals:

Limited Liability Company

Michael Young, President, Operating Member

Michael Fann, Majority Member

Linda O'Brien, Gary Steinmetz, Laurie Young, Dan Lee, Members

Major Types of Work Done by Company: Construction and Rehabilitation of Water and Wastewater Treatment and Distribution Facilities, Water/Wastewater Operations & Maintenance, Commercial and Industrial Electrical

Principal Office: 6708 Corsair Ave Ste A, Prescott, AZ 86301

Telephone Number: (928) 778-5335

Contractor's Bank and Local Contact: National Bank of Arizona, Prescott Branch, Ryan Glennan

XIII. EXPERIENCE QUESTIONNAIRE

1. How many years has your organization been in business as a contractor under your present business name?

21 years

2. How many years' experience in the proposed type and size of construction work has your organization had:

21 years

(a) As a general contractor? 21 years

(b) As a subcontractor? 21 years

3. Are you licensed as a General Engineering contractor, or any other title?

Yes, General Engineering, General Commercial, and Electrical

If "yes", in what city, county and state? Prescott, Yavapai County, Arizona

What class license and number? 206365-A, 249529-B1, 276357-CR11

4. List the most recent projects your organization has had in construction of work similar in type and size to the work proposed herein:

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Name, Address and Telephone No. of City</u>
\$4,969,003.75	Lift Station Rehab	In Progress	City of Prescott, (928) 777-1130 433 N Virginia St, Prescott AZ 86302
\$56,000.00	Clarifier Scum Baffle Replacement	6/2025	Fort Mohave TUA, (928) 768-1500 2084 Plantation Rd, Fort Mohave AZ 86440
\$2,722,262.62	Lift Station Construction	4/2025	Town of Prescott Valley, (928) 759-5506 7501 E Skoog Blvd, Prescott Valley AZ 86314
\$451,649.00	Rebuild Sand Filters with Skimmers	3/2025	City of Cottonwood, (928) 340-2196 1490 W Mingus Ave, Cottonwood, AZ 86326
\$633,517.00	Traveling Bridge Sand Filter Rehab	9/2024	City of Prescott, (928) 777-1630 1515 Sundog Ranch Rd, Prescott AZ 86301
\$205,882.00	Backwash Lift Station Replacement	11/2023	Town of Clarkdale, (928) 639-2450 PO Box 308, Clarkdale, AZ 86324

5. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety extended any monies in connection with the contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including the name of the owner, architect or engineer, and surety, name and date of project.

☐ YES ☒ NO

6. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or finance such completion; or had any surety expend any monies in connection with the contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, name and date of project.

☐ YES ☒ NO

7. What is the experience of the principal individuals of your organization?

Individual's Name	Years Exp with this Company	Present Position or Office	Years of Construction Experience	Magnitude & Type of Work	In What Capacity
Michael Young	21 years	President	45+	Involved in all company projects	President
Paul Johnson	6 years	Director of Operations	30+	Up to \$14 million water/ww/vertical	Project Manager Superintendent
David Syme	7 years	General Superintendent	30+	Up to \$10 million infrastructure	Superintendent
Ryan Shy	8 years	Electrical Dept Manager	25+	Up to \$10 million water/ww/elec	Electrician/PM Superintendent
Robert Kinkade	16 years	Mechanical Superintendent	45+	Up to \$10 million exc/water/ww	Eq Operator/ Pipefitter/Super

8. How many municipal projects, has your company completed in the past 10-years? (This does not include an individual's experience, separate from the company's experience; an individual's experience should be listed in their resume, if provided. **List a minimum of 6 projects.**)

NO.	Project Name	Owner	Contact	Contact Phone	Amount
1					
2	Fann Environmental has completed over 100 projects for municipalities				
3	and tribal utility authorities in Arizona in the past ten years.				
4	Please see attached list for projects completed since 2020.				
5					
6					

XIII. EXPERIENCE QUESTIONNAIRE
8. MUNICIPAL PROJECTS
(Projects since 2020 listed)

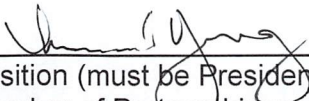
No.	Project Name	Owner/Municipality	Contact	Contact Phone	Year	Amount
1	Ash Fork Water Infrastructure Improvements	Ash Fork Development Assoc	Lewis Hume	928-637-2774	2024	\$ 353,270.00
2	Ash Fork Preliminary Engineering Report for WWTP	Ash Fork Sanitary District	Lewis Hume	928-637-2774	2025	\$ 75,000.00
3	Mogollon Well No. 5 Arsenic Removal Facility	AZ Water Company (Overgaard)	Lee Hetrick	928-535-4469	2022	\$ 2,198,961.28
4	Rainbow Well No. 6 ARF Additional Vessels	AZ Water Company (Sedona)	John Snickers	928-282-7092	2021	\$ 259,714.93
5	Rebuild Two Sand Filters at Mingus WWTP	City of Cottonwood	Mathew Westcott	928-634-3413	2025	\$ 451,649.00
6	Heritage Park Lighting (Sub to Musco Lighting)	City of Prescott	Tim Legler	928-777-1425	2026	\$ 210,497.31
7	CMAR Water Production Facility (Fann Environmental/Fann Contracting Joint Venture)	City of Prescott	Scott McClinton	928-777-1130	2025	\$ 14,240,189.35
8	CMAR Intermediate Pump Station - all phases (Fann Environmental/Fann Contracting Joint Venture)	City of Prescott	Scott McClinton	928-777-1130	2025	\$ 35,802,824.76
9	Ranch 1 Lift Station Repairs	City of Prescott	Christopher Clynes	928-777-1630	2025	\$ 46,428.00
10	Production Well 3 Rehabilitation (Design/Build)	City of Prescott	Scott McClinton	928-777-1130	2024	\$ 2,771,263.38
11	Sundog WWTP Traveling Bridge Sand Filter Rehab	City of Prescott	Scott Bell	928-777-1630	2024	\$ 633,517.00
12	Willow Creek Basketball Crts (Sub to Musco Lighting)	City of Prescott	Tim Legler	928-777-1425	2024	\$ 69,177.00
13	Library Generator Replacement	City of Prescott	Tim Legler	928-777-1425	2024	\$ 25,038.99
14	Zone 56 1.5 MG Tank and Pipeline and Zone 7 Improvements (Sub to Fann Contracting)	City of Prescott	David Bradley	928-777-1130	2024	\$ 1,422,967.04
15	Dispatch Center Generator Replacement	City of Prescott	Tim Legler	928-777-1425	2023	\$ 42,526.38
16	Airport Well 3 Arsenic Removal Media Changeout	City of Prescott	Nathan Graham	928-777-1130	2023	\$ 155,182.00
17	Chino Well 5 Fire Repairs	City of Prescott	Scott McClinton	928-777-1130	2023	\$ 29,885.37
18	Airport Well 5 Drill/Equip	City of Prescott	John Kuebrich	928-777-1604	2021	\$ 875,410.39
19	Airport Well 5 Improvements	City of Prescott	John Kuebrich	928-777-1604	2021	\$ 2,516,080.00
20	Zone 16 Tank, PS & Water Main (Sub to Fann Cont)	City of Prescott	John Kuebrich	928-777-1604	2021	\$ 1,921,681.00
21	Production Well 4 Rehabilitation (Design/Build)	City of Prescott	John Kuebrich	928-777-1604	2020	\$ 2,267,964.77
22	Airport Well 3 Arsenic Removal Media Changeout	City of Prescott	Scott McClinton	928-777-1130	2020	\$ 116,920.62
23	Radium Removal System Resin and Gravel Replace.	City of St Johns	Dana Waite	928-245-3651	2020	\$ 56,907.00
24	Pool Gravel and Filter Replacement	City of St Johns	Dana Waite	928-245-3651	2020	\$ 5,507.31
25	WWTP Clarifier Scum Baffle Replacement	Fort Mohave Tribal Utility Auth	Jon DeOcampo	928-768-1500	2025	\$ 56,000.00
26	GVID Well 2 Replacement Well 5 Construction	Mohave County	Jesse Roybal	928-757-0910	2025	\$ 1,419,615.98
27	GVID Arsenic Manways	Mohave County	Jesse Roybal	928-757-0910	2025	\$ 44,126.84
28	Well 2 Arsenic Media Changeout Vessel 1	Mohave County	Jesse Roybal	928-757-0910	2025	\$ 59,645.00
29	Well 2 Arsenic Media Changeout Vessel 2	Mohave County	Jesse Roybal	928-757-0910	2025	\$ 60,322.00
30	Kayenta Well No. 3 Site Imp (Sub to Matrix New World)	Navajo Tribal Utility Authority	Dylan Easthouse	928-771-0610	2025	\$ 125,710.25
31	Oak Creek Arsenic Removal System & Tank Repairs	Oak Creek Water Company	Doug Bowen	928-282-3404	2023	\$ 1,665,766.00
32	WWTP Disk Filter Design & Permitting	Page Utility Enterprises	Matthew Wood	928-645-4318	2025	\$ 35,000.00
33	WTP Pneumatic Ram Replacement	Page Utility Enterprises	Matthew Wood	928-645-4319	2024	\$ 63,863.50
34	Flowmeter Replacement	Page Utility Enterprises	Matthew Wood	928-645-4320	2023	\$ 4,050.40
35	Booster Pump Station Upgrade	Page Utility Enterprises	Matthew Wood	928-645-4321	2023	\$ 81,188.61
36	WWTP Vault Coring	Page Utility Enterprises	Matthew Wood	928-645-4322	2022	\$ 4,597.51
37	Sludge Conveyor and Screen Press Installation	Page Utility Enterprises	Matthew Wood	928-645-4323	2022	\$ 79,078.45
38	Wahweap Lift Station Upgrades	Page Utility Enterprises	Matthew Wood	928-645-4324	2021	\$ 23,979.80
39	Replacement of Turbidimeters at WTP	Page Utility Enterprises	Matthew Wood	928-645-4325	2020	\$ 36,000.00
40	Connection of Electrical Loads to Generator	Page Utility Enterprises	Matthew Wood	928-645-4326	2020	\$ 13,600.00
41	WTP Process Differential Pressure Transmt Replace.	Page Utility Enterprises	Matthew Wood	928-645-4327	2020	\$ 47,819.11
42	Industrial Park Booster VFD & Inverter Motor Upgrades	Page Utility Enterprises	Matthew Wood	928-645-4328	2020	\$ 15,481.00
43	Control Electrical Service	Page Utility Enterprises	Matthew Wood	928-645-4329	2020	\$ 1,419.00
44	Addition of 3 Valve Manifolds	Page Utility Enterprises	Matthew Wood	928-645-4330	2020	\$ 13,238.89
45	Install Surge Protection for Various Buildings	Town of Chino Valley	Jason Olson	928-636-2646	2025	\$ 5,458.30
46	Aquatic Center Light Replacement	Town of Chino Valley	Jason Olson	928-636-2646	2024	\$ 6,066.66
47	Bucky O'Neill Sewer Lateral	Town of Chino Valley	Jesse Holyfield	928-636-3431	2024	\$ 12,063.04
48	Backwash Lift Station Replacement	Town of Clarkdale	Lisa Waldschmidt	928-639-2450	2023	\$ 205,881.75
49	Village Way Lift Station	Town of Prescott Valley	Lisa Vaughan	928-759-5506	2025	\$ 2,716,248.00
50	Pronghorn Park Lighting (Sub to Musco Lighting)	Town of Prescott Valley	Nick Groblewski	928-759-3117	2025	\$ 298,019.24
51	Quailwood Park Lighting (Sub to Musco Lighting)	Town of Prescott Valley	Nick Groblewski	928-759-3117	2025	\$ 209,125.34
52	Viewpoint Park MP Field (Sub to Musco Lighting)	Town of Prescott Valley	Nick Groblewski	928-759-3117	2023	\$ 159,367.62

XIV. BIDDER'S AFFIDAVIT

The undersigned, as President
(President, Officer of Corporation, Member of Firm) of the prospective bidder, hereby certifies that the foregoing information is, to the best of their knowledge and belief, true and accurate as of the 25th day of February, 2026. Contractor, by their signature hereon, authorized the obtaining of reference information and hereby releases the party providing such information and the City of Sedona from any and all liability to Contractor as a result of such reference information being provided. Contractor further waives any right to receive copies if information so provided.

Corporate Seal
(If Corporation)

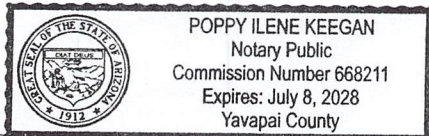
Contractor

BY: 
Position (must be President, Officer of Corporation or member of Partnership as applicable)

STATE OF Arizona)
) ss
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 25th day of February, 2026, by Michael Young as President ~~as~~ for the Fann Environmental Limited Liability Company

Subscribed and sworn to before me this 25th day of February, 2026.



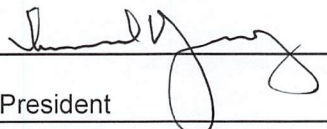

(Notary Public)

My Commission expires: 7/8/2028

XV. CERTIFICATE OF INSURABILITY

I hereby certify that as Bidder to the City of Sedona, Arizona, Secondary Clarifier Rehabilitation project, I am fully aware of the requirements of the City insurance requirements for contractors and that by submitting this bid proposal, assure the City that I am able to produce the required minimum insurance coverage should I be selected to be the successful Bidder.

Should I be selected to be the successful Bidder and then become unable to produce the insurance coverage within ten (10) days of receipt of the Notice of Award, I understand that my bid will be rejected and that I will forfeit my bid bond or bid security.

By:  Date: 2/25/2026
Title: President

Proposal

Sedona WWTP

Arizona

Representative

Dan Bertschman
Goble Sampson Associates
Mesa, Arizona
dbertschman@goblesampson.com
(480) 969-3667

Owner

City of Sedona

Contact

Adrian Williams
awilliams@westechwater.com
(801) 290-6403

Logan Kiefer
lkiefer@westechwater.com
(801) 290-1452

Proposal: 2560149.F_Rev01
Tuesday, February 24, 2026

WESTECH[®]





Table of Contents



Technical Proposal



Item A – Clarifier Mechanisms, Model CLC15G



Clarifications and Exceptions



Commercial Proposal



Bidder's Contact Information
Pricing
Payment Terms
Schedule
Freight



Warranty



Terms and Conditions



Supplemental Information



Installation List





Technical Proposal

Reference Engineer's Specification

Section: 464300 CIRCULAR SEGMENTED SCRAPER CLARIFIER

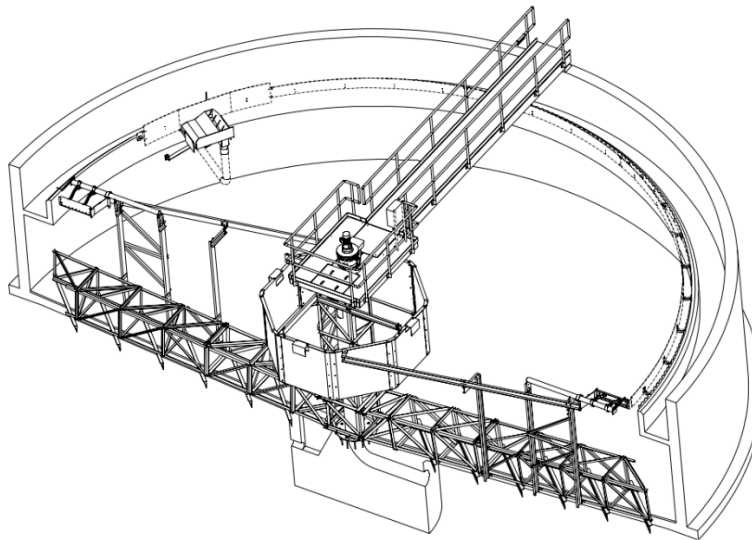
Addendum: 1, 2

Item A – Clarifier Mechanisms Model CLC15G

General Scope of Supply

Item	Unit	Value/Description
Number of Mechanisms	Each	2
Application	-	Activated Sludge Secondary
Tank Diameter	ft	55
Tank Side Wall Depth	ft	16.58
Tank Side Water Depth	ft	15.08
Tank Bottom Slope	-	2.25:12
Design Flow Rate	MGD	0.89
Influent MLSS Concentration	mg/L	1020-4140
SVI	mL/g	47.2-106.3

The WesTech CLC15G clarifier mechanism is designed specifically to treat secondary wastewater. It combines multiple proven components in an optimized combination that produces the highest quality effluent possible for secondary wastewater. WesTech's knowledgeable process engineers can assist in appropriate application and sizing, while our extensive installation list and ISO 9001 certified quality system ensure you of a consistently high-quality product.



The WesTech CLC15G Clarifier mechanism includes Segmented Rake Blades and Dual Gate EDI

WESTECH[®]

 SWIRE WATER

Proposal: 2560149.F_Rev01

3

Packet Page 36



Technical Proposal

Detailed Scope of Supply – Each Mechanism Includes the Following

Item	Qty	Size/Description	Material
Center Column	1	18" dia. x 0.25" thick	Steel
Center Cage	1	3' Square	Steel
Dual Gate EDI	1	6' dia. x 2.5' deep x 0.1875" plate	Steel
Feedwell	1	13' dia. x 5' deep x 0.1875" plate	Steel
Full Radius Rake Arms	2	Box Truss w/ Segmented Scrapers	Steel
Skimmer Blade & Supports	2	Extends from feedwell to hinged skimmer	Steel
Hinged Skimmer Assembly	2	With neoprene wipers	HDG/304 SS/Alum
Scum Box & Supports	1	3' Scum Box	Steel
Scum Flushing Valve	1	Skimmer Actuated	UHMW/SS
Drive Unit	1	See Drive Unit Table for description	
Anchor Bolts & Fasteners	-	-	304 SS

Drive Unit

Description	Unit	Value/Description
Drive Type	C31	Cage Drive w/ Precision Bearing
Housing Material	-	Fabricated Steel
Continuous Rated Torque	ft-lbs	13,500
Momentary Peak Torque	ft-lbs	27,000
Rake Tip Speed	ft/min	11.8
Motor Size	HP	1
Motor Voltage/Frequency/Phase	V / Hz / Phase	460 / 60 / 3
Torque Control Settings	Alarm: ft-lbs	100%: 13,500
	Motor Cutout: ft-lbs	120%: 16,200
	Backup Cutout: ft-lbs	140%: 18,900
Main Gear and Pinion Lubrication	-	Oil
Main Bearing and Reducer Lubrication	-	Grease

Surface Preparation and Coating

Application Surfaces	Surface Preparation	Finish
Submerged	SSPC-SP10	One (1) Coat Tnemec N140-1255, 4-6 mils DFT, and One (1) Coat Tnemec N140-B5712, 4-6 mils DFT
Drive Unit	SSPC-SP10	One (1) coat Tnemec Series 21-1255 Epoxy, 4-8 mils DFT, and one (1) coat Tnemec Endura-Shield 1090-B5712 Polyurethane, 3-5 mils DFT



Technical Proposal

Spare Parts (per Unit)

Part	Quantity
Drive Seals	1 set
Squeegees	1 set
Neoprene Skimmer Wipers	1 set
Scum Skimmer Blade Wear Strips	2 sets

Approximate Weights

Item	Weight	Unit
Center Column	1350	lbs
Center Cage, Rake Arms	4800	lbs
Dual Gate EDI, Feedwell, Feedwell Supports	3900	lbs
Standard Skimmer, Scum Box & Supports	1750	lbs
Drive Unit	2200	lbs
Heaviest Single Item (Drive Unit)	2200	lbs

Additional Services and Equipment

WesTech has included on-site technical assistance for inspection, startup, and instruction of plant personnel. Additional on-site services may be purchased at standard WesTech daily rates plus travel and living expenses.

On-Site Technical Service

Item	Quantity
Total Number of Trips	2
Total Number of Days	2





Technical Proposal

Items Not Included in WesTech's Base Scope of Supply (unless specifically noted)

- Access Stairs and Landings
- Bridge, Platform, Handrail, and Flooring
- Concrete/Grout
- Concrete and Anchor Reinforcement
- Conduits and Wiring
- Electrical Controls
- Erection or Assembly
- Lubricants
- Piping, Valves, or Fittings
- Scum Baffle & Supports
- Scum Pump
- Spray System
- Unloading or Storage
- Weir





Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

Build America, Buy America Act (BABAA) and Other Domestic Content Requirements: WesTech is U.S. based and proudly manufactures many products available to meet various domestic procurement requirements. Due to variability in legislation, products, and project-based specifications, WesTech is unable to guarantee compliance with domestic content requirements unless stated otherwise in our official project proposal. For products where domestic sourcing is not currently available, WesTech can provide documentation to support application for relevant waivers (Non-Availability, De Minimis, or others).

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Paint: All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Section 464300 1.5.A: WesTech's warranty period is either two (2) calendar years from final acceptance, or thirty (30) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner.

Equipment Clarifications and Exception

Section 464300 2.1.G.3: WesTech will be supplying a 3rd switch, in lieu of a shear pin, which will serve as the backup motor cutout. Therefore, WesTech will not be supplying the spare shear pins specified in Section 464300 2.1.G.3.

Section 464300 2.3.D: Scum pump specified in Section 464300 2.3.D will be provided by others.

Changes in building codes over the past 10 years have created issues with retrofitting many old clarifiers because of the proximity of the sludge hopper or the RAS opening to the center column anchors. There may not be enough structural concrete between the anchors and the edge of the sludge hopper. The EOR needs to determine if the present layout of the existing clarifier tank inlet and outlet ports will allow for retrofit without concrete modifications to meet required codes.



Commercial Proposal

Proposal Name: Sedona WWTP

Proposal Number: 2560149

Tuesday, February 24, 2026

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	(801) 265-1000
Email	awilliams@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	Two (2) 55' Diameter Clarifier Mechanisms, Model CLC15G	
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
---	---------

Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	25%
Equipment Receipt	25%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	10 to 12 weeks
Ready to Ship, after Receipt of Final Submittal Approval	26 to 28 weeks
Estimated Weeks to Ready to Ship	36 to 40 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval. Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks / Containers
WesTech Shops	Sedona, AZ	Approximately 7



Two-Year Warranty

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, two (2) calendar years immediately following start-up, or thirty (30) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.





Terms and Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
 - 2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
 - 3. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.
 - 4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.
 - 5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
 - 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.
 - 7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
 - 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.
 - 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.
- Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.
- WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
 - 11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.



Terms and Conditions

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



Terms and Conditions

selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____ Contact Email: _____

Signature: _____ Printed Name: _____

Date: _____ Title: _____



Supplemental Information

Installation List

Job No.	Year		Location			Qty	Size	Equipment/Model
25014	0	2305 - WRF PRIMARY CLARIFIER, BEND, OR	BEND	OR	US	1	65' DIA	CLARIFIER CLC15G
3493	1985	BLACKFOOT, ID WWTP/BINGHAM MECHANICAL	BLACKFOOT	ID	US	1	60' DIA.	CLARIFIER CLC15
3482	1985	MEADOWBROOK STP/JEFFERSON PARISH, LA/CAJUN CONT.	JEFFERSON PARISH	LA	US	1	75' DIA.	CLARIFIER CLC15
3547	1985	RANGELY, CO WTP/WEAVER CONSTR.	RANGELY	CO	US	1	55' SQ.	CLARIFIER CLC15
3592	1986	MAGNA, UT WWTP	MAGNA	UT	US	2	75' DIA.	CLARIFIERS CLC15D
3620	1986	GUNNISON, CO WWTP	GUNNISON	CO	US	2	60' DIA.	CLARIFIERS, COLD WEATHER CLC15D
3527	1986	MCALLEN, TX STP	MCALLEN	TX	US	1	70' DIA.	CLARIFIER CLC15
3649	1987	HIGHLANDS, TX WWTP/OSRAM	HIGHLAND	TX	US	2	60' DIA.	CLARIFIERS CLC15
3645	1987	LANCASTER, OH WWTP	LANCASTER	OH	US	2	60' DIA.	CLARIFIERS CLC15
3698	1987	FLOYD BRANCH WWTP/RICHARDSON, TX	RICHARDSON	TX	US	1	68' DIA.	CLARIFIER CLC15
3707	1988	GROVER STREET WWTP PRICHARD, AL	PRICHARD	AL	US	2	55' DIA.	CLARIFIER CLC15
3822	1988	SOUTH DAVIS WWTP/BOUNTIFUL, UT	WEST BOUNTIFUL	UT	US	2	75' DIA.	CLARIFIER SECONDARY CLC15
3752	1988	LAFAYETTE, CO WWTP	LAFAYETTE	CO	US	1	65' DIA.	CLARIFIER CLC15F
3748	1988	FALLBROOK, CA WWTP	FALLBROOK	CA	US	1	65' DIA.	CLARIFIER RETROFIT CLC15
3805	1988	MARIN CITY SD/SAUSALITO, CA	SAUSALITO	CA	US	1	55' DIA.	CLARIFIER CLC15

Job No.	Year		Location			Qty	Size	Equipment/Model
3822	1988	SOUTH DAVIS WWTP/BOUNTIFUL, UT	WEST BOUNTIFUL	UT	US	2	75' DIA.	CLARIFIERS CLC15
3887	1989	PILGRIMS PRIDE WWTP/MT. PLEASANT, TX	MT. PLEASANT	TX	US	1	60' DIA.	CLARIFIER CLC15
3877	1989	GOODYEAR TIRE BEAUMONT, TX	BEAUMONT- JEFFERSON	TX	US	1	70' DIA.	CLARIFIER W/ TANK CLC15
3844	1989	EIGHT MILE STP/PRICHARD, AL	PRICHARD	AL	US	2	55' DIA.	CLARIFIER CLC15
3844	1989	EIGHT MILE STP/PRICHARD, AL	PRICHARD	AL	US	1	55' DIA.	CLARIFIER CLC15
3844	1989	EIGHT MILE STP/PRICHARD, AL	PRICHARD	AL	US	1	55' DIA.	CLARIFIER CLC15
3844	1989	EIGHT MILE STP/PRICHARD, AL	PRICHARD	AL	US	1	55' DIA.	CLARIFIER CLC15
4090	1991	MONSANTO CHEMICAL NITRO, WV	NITRO	WV	US	1	70' DIA.	CLARIFIER CLC15
4136	1991	ROHM AND HAAS/DEER PARK, TX	DEER PARK	TX	US	2	70' DIA.	CLARIFIERS CLC15
4108	1991	WARRENTON, MO WWTF/T DRURY CONT.	GRAVEL/WAR RENTON	MO	US	1	55' DIA.	CLARIFIER CLC15
4148	1992	BRICK TOWNSHIP, NJ/AGATE CONSTR.	BRICK TOWNSHIP	NJ	US	1	55' DIA.	CLARIFIER CLC15
4208	1992	ROHM AND HAAS II DEER PARK, TX	DEER PARK	TX	US	1	70' DIA.	CLARIFIER CLC15
4220	1992	O FALLON, MO WWTP/ROBINSON EQUIP.	O'FALLON	MO	US	1	75' DIA.	CLARIFIER CLC15D
4320	1993	PRESCOTT VALLEY, AZ WTF/FANN CONTR.	PRESCOTT VALLEY	AZ	US	2	60' DIA.	CLARIFIER PRIMARY CLC15

Job No.	Year	Location	Qty	Size	Equipment/Model
4412	1993	AVRA VALLEY WWTF TUCSON, AZ/ASHTON CO. INC.	TUCSON AR US 2	60' DIA.	CLARIFIERS CLC15
4197	1993	PATRIOT PAPER/HYDE PARK, NY/MODERN ENVIRONMENTAL	HYDE PARK MA US 1	65' DIA.	CLARIFIER PRIMARY CLC15
4260	1993	PECAN CREEK, TX WWTP/DENTON, TX/GRACON CONSTR.	DENTON TX US 1	55' DIA.	CLARIFIER CLC15
4283	1993	ROCK CREEK WWTP/SUPERIOR, CO/JENNISON CONSTR.	Denver CO US 1	70' DIA.	CLARIFIER FLOCCULATING CLC15F
4313	1993	CAMELOT WRF/KISSIMMEE, FL/ELKINS CONSTR.	KISSIMEE FL US 3	55' DIA.	CLARIFIERS CLC15
4337	1993	ULTRAMAR LONG BEACH, CA	WILMINGTON CA US 1	70' DIA.	CLARIFIER CLC15
4354	1993	CITIZENS GAS WWTP/INDIANAPOLI S, IN/INDIAN. COKE	INDIANAPOLIS IN US 1	62' DIA.	CLARIFIER CLC15
4398	1993	RIVERBEND	ROBINSONVILLE MS US 1	55' DIA.	CLARIFIER CLC15
4377	1994	STEPHENVILLE, TX WWWTP/TEXAS MUNICIPAL	STEPHENVILLE TX US 2	58' DIA.	CLARIFIER CLC15
4535	1994	CARTHAGE, TX WTP/METROQUIP	CARTHAGE TX US 2	75' DIA.	CLARIFIERS CLC15
4621	1995	CHIPPEWA STP BEAVER FALLS, PA/AP OHORO CO.	BEAVER FALLS PA US 2	60' DIA.	CLARIFIERS CLC15
4585	1995	SNYDERVILLE BASIN PARK CITY, UT/OSWOOD CONSTR.	PARK CITY UT US 1	75' DIA.	CLARIFIER SECONDARY CLC15R
4695	1995	IMPERIAL OAKS WWTP/HOUSTON, TX/N AND S CONSTR.	SPRING TX US 1	65' DIA.	CLARIFIER CLC15

Job No.	Year		Location			Qty	Size	Equipment/Model
4754	1996	MASONITE WWTP/TOWANDA, PA	TOWANDA	PA	US	1	60' DIA.	COP CLARIFIER CLC15
4886	1997	WHITECAP WWTP/CORPUS CHRISTI, TX/SHEARER, PWG	CORPUS CHRISTI	TX	US	1	70' DIA.	CLARIFIER FLOCCULATING CLC15H
4950	1997	CHRYSLER CORP/KOKOMO, IN/Z AND H CONSTR.	KOKOMO	IN	US	1	70' DIA.	CLARIFIER FLOCCULATING CLC15H
4977	1997	TROY, IL WWTP	TROY	IL	US	2	55' DIA.	CLARIFIERS CLC15
5101	1997	PASO ROBLES, CA WWTP	PASO ROBLES	CA	US	1	75' DIA	CLARIFIER CLC15
5029	1997	LAWTON, OK WWTP/METROQUIP	LAWTON	OK	US	1	70'	CLARIFIER CLC15
5118	1997	DALTON, GA WTP	DALTON	GA	US	1	60' DIA.	CLARIFIER CLC15
18060	1998	CAROLINA FOODS/TAR HEEL, NC/TA LOVING CO.	TARHEEL	NC	US	1	65' DIA	CLARIFIER CLC15
18075	1999	GREENFIELD, MA WPCP	GREENFIELD	MA	US	2	60' DIA	CLARIFIERS CLC15
18124	1999	BLACKSTONE	BLACKSTONE	VA	US	2	55' DIA	CLARIFIERS CLC15
18124	1999	BLACKSTONE	BLACKSTONE	VA	US	2	55' DIA	CLARIFIERS CLC15
18195	1999	KIMBERLY CLARK LOUDON, TN	LOUDON	TN	US	1	75' DIA	CLARIFIER CLC15
18204	1999	SOUTH WWTP	WOODVILLE	TX	US	1	62' DIA	CLARIFIER CLC15R
18135	1999	GREENWOOD WWTP CORPUS CHRISTI, TX/METRO/QUIP INC	CORPUS CHRISTI	TX	US	3	65' DIA	CLARIFIER RETROFITS CLC15
18348	1999	INDIANLAND WWTP	FORT MILL	SC	US	2	60' DIA	CLARIFIERS CLC15
18375	2000	SUPERIOR	Denver	CO	US	1	70' DIA	CLARIFIER CLC15F
18460	2000	GREEN VALLEY WWTF	GREEN VALLEY	AZ	US	2	60' DIA	CLARIFIERS CLC15

Job No.	Year		Location			Qty	Size	Equipment/Model
18777	2002	DESTIN WWTP	DESTIN	FL	US	2	56' DIA	CLARIFIERS CLC15R
18876	2002	CORAL SPRINGS IMP. DIST.	Coral Springs	FL	US	1	75' DIA	CLARIFIER CLC15
19007	2002	BOZEMAN, MT WWTP	BOZEMAN	MT	US	1	65' DIA	CLARIFIER CLC15
19030	2003	NATCHITOCHE	NATCHITOCH ES	LA	US	1	56' DIA	CLARIFIER CLC15
19114	2003	MARTINSVILLE, VA	MARTINSVILL E	VA	US	2	70' DIA	CLARIFIERS CLC15A
19153	2003	BEST BIOFUELS	MILFORD	UT	US	2	65' DIA	CLARIFIERS CLC15
19182	2004	UNIONTOWN, PA WWTP	UNIONTOWN	PA	US	4	60' DIA	COP CLARIFIERS CLC15
19338	2004	SIMPLOT	OTHELLO	WA	US	1	60' DIA	SS CLARIFIER REPLACEMENT CLC15
19407	2004	ORILLIA, ON, CA WWTC	ORILLIA	ONTARIO	CA	1	60' DIA	CLARIFIER CLC15R
19372	2005	NORTHEAST WWTP	AUSTIN	TX	US	1	60' DIA	CLARIFIER CLC15E
19550	2005	CLINTON PARK/HOUSTON, TX/REDDY ENGINEERS	HOUSTON	TX	US	1	65' DIA	CLARIFIER CLC15
19774	2006	SUFFIELD, CT/CH NICKERSON	SUFFIELD	CT	US	1	65' DIA	SECONDARY CLARIFIER CLC15R
19707	2006	DUNLAP WWTP	NEW BRAUNFELS	TX	US	1	68' DIA	CLARIFIER CLC15G
19889	2006	BROOKS & MORRIS WWTP	PRITCHARD	AL	US	2	55' DIA	CLARIFIERS CLC15
20277	2007	NORTHERN GILA COUNTY	PAYSON	AZ	US	1	55' DIA	CLARIFIER CLC15D
20412	2008	ROHM & HAAS	DEER PARK	TX	US	1	70' DIA	CLARIFIER REBUILD CLC15
20599	2009	FARGO, ND WWTP/JOHN T JONES CONSTR.	FARGO	ND	US	1	60' DIA	CLARIFIER CLC15

Job No.	Year	Location				Qty	Size	Equipment/Model
20483	2009	TOPPENISH WWTF	TOPPENISH	WA	US	1	65' DIA	CLARIFIER RETROFIT CLC15
20488	2009	OPEQUON	WINCHESTER	VA	US	2	70' DIA	CLARIFIERS CLC15
20710	2009	PAINESVILLE	PAINESVILLE	OH	US	2	60' DIA	PRIMARY CLARIFIER CLC15R
20777	2009	GLANBIA CHEESE	GOODING	ID	US	1	60' DIA	CLARIFIER MECH CLC15
20763	2009	UPPER THOMPSON	ESTES PARK	CO	US	1	60' DIA	EQUALIZATION BASIN CLC15
21065	2010	PANGUITCH				1	60' DIA	PRACTICE SECTION FOR CLARIFIER CLC15
20831	2010	VERSAILLES, OH WWTP	VERSAILLES	OH	US	2	55' DIA	CLARIFIERS CLC15R
20902	2010	GRAND CHUTE/J.F. AHERN CO.	NEENAH	WI	US	1	65' DIA	PRIMARY CLARIFIER CLC15
20829	2010	GRASS VALLEY WWTP	LAKE ARROWHEAD	CA	US	1	55' DIA	SECONDARY CLARIFIER CLC15
20934	2010	WESTSIDE WATER TREATMENT PLANT	FORT WORTH	TX	US	2	60' DIA	CLARIFIERS CLC15
21054	2011	GALVESTON WCID 8/SANTA FE, TX/INDUSTRIAL TX CORP.	SANTA FE	TX	US	1	64' DIA	SECONDARY CLARIFIER CLC15E
21127	2011	CINCO SOUTHWEST PHASE III	KATY	TX	US	1	67' DIA	CLARIFIER CLC15
21268	2011	HAMILTON TWP, NJ/STONE HILL CONTRACTING CO.	HAMILTON	NJ	US	1	75' DIA	PRIMARY CLARIFIER CLC15
21411	2011	CHEVRON REFINERY	SALT LAKE CITY	UT	US	2	60 Feet	WEIRS AND BAFFLES CLC15
21268	2011	HAMILTON TWP, NJ/STONE HILL CONTRACTING CO.	HAMILTON	NJ	US	1	75' DIA	SECONDARY CLARIFIER CLC15
21555	2013	SAN LEANDRO, CA WPCP	SAN LEANDRO	CA	US	1	70' DIA	PRIMARY CLARIFIER NO 3 CLC15

Job No.	Year		Location			Qty	Size	Equipment/Model
21906	2013	MEADOWBROOK ROAD WPCP	MURRYSVILLE	PA	US	2	55' DIA	SECONDARY CLARIFIERS CLC15
21555	2013	SAN LEANDRO, CA WPCP	SAN LEANDRO	CA	US	1	70' DIA	PRIMARY CLARIFIER NO 2 CLC15
22055	2014	BEND WRF SECONDARY EXP PROJECT	BEND	OR	US	1	65' DIA	SS CLARIFIER CLC15E
21992	2014	PASO ROBLES	PASO ROBLES	CA	US	2	75' DIA	CLARIFIER CLC15
22103	2014	BROOKINGS, SD MUNICIPAL UTILITIES	BROOKINGS	SD	US	2	61' DIA	SS PRIMARY CLARIFIERS CLC15
21555	2014	SAN LEANDRO, CA WPCP	SAN LEANDRO	CA	US	1	65' DIA	PRIMARY CLARIFIER NO 1 CLC15
22940	2017	COLUMBUS, NE WWTF PHASE 3 IMPROVEMENTS	COLUMBUS	NE	US	2	70' DIA	Primary Clarifiers CLC15G
23035	2017	EATON WWTP	EATON	OH	US	2	55'DIA	Primary Clarifiers CLC15G
22980	2017	TOWN OF EDSON WWTP UPGRADE	EDSON	ALBERTA	CA	2	57' DIA	CLARIFIER CLC15G
23159	2017	ALBION 2017 WWTP IMPROVEMENTS	ALBION	MI	US	2	60' DIA	PRIMARY CLARIFIER CLC15
23251	2018	CORYDON WWTP NO. 1 CLARIFIER & U.V. REPLACEMENT/GR	CORYDON	IN	US	1	62' Dia.	Secondary Clarifier CLC15G
23145	2018	COEUR D'ALENE TERTIARY TREATMENT PHASE 2	COEUR D ALENE	ID	US	1	60' DIA	Primary Clarifier CLC15G
23116	2018	WEST PARK MUD WWTP EXPANSION	HOUSTON	TX	US	2	55.7 DIA	CLARIFIER CLC15R
23433	2018	GRESHAM – LOWER PRIMARY CLARIFIER 1 AND 2 REFURB	GRESHAM	OR	US	2	70' DIA	Primary Clarifier Mechanisms CLC15

Job No.	Year		Location			Qty	Size	Equipment/Model
23590	2019	KILGORE WTP SEDIMENTATION BASIN REHABILITATION	KILGORE	TX	US	2	65' DIA	Surface Water Clarifiers CLC15
23656	2019	HOLLAND, MI AREA WRF	HOLLAND	MI	US	2	70' Dia.	Primary Clarifiers CLC15G
23656	2019	HOLLAND, MI AREA WRF	HOLLAND	MI	US	2	70' DIA	Primary Clarifiers CLC15G
23803	2019	LUDINGTON 2018 WWTP IMPROVEMENTS	LUDINGTON	MI	US	2	65' DIA	Secondary Clarifiers CLC15G
23908	2020	MARSHALL, MN WWTF	MARSHALL	MN	US	1	70' DIA	CLARIFIER SST CLC15
24318	2021	PORT WASHINGTON WWTP AND PUMP STATION IMPROVEMENTS	PORT WASHINGTON	NY	US	2	70' DIA.	Primary Clarifiers Tanks 1 & 2 CLC15
24318	2021	PORT WASHINGTON WWTP AND PUMP STATION IMPROVEMENTS	PORT WASHINGTON	NY	US	1	70' DIA.	Primary Clarifier Tank 3 CLC15
24830	2023	AUSTIN WWTP EXPANSION & PHOSPHORUS REDUCTION PROJE	AUSTIN	MN	US	2	66'x13.5'SWD	CLARIFIER CLC15A
25005	2024	RICHMOND SOUTH WWTP EXPANSION, HOUSTON, TX	RICHMOND	TX	US	1	64' DIA	CLARIFIER CLC15R
Total Qty =						166		

XVI. SPECIAL CONDITIONS

General

This project consists of rehabilitating two existing secondary clarifiers at the wastewater reclamation plant located at 7500 W State Route 89A, Sedona, AZ 86336. Work includes removal of existing clarifier mechanisms and associated equipment, installation of new clarifier mechanisms and drive assemblies, and associated mechanical and electrical connections.



The project will be constructed in a manner that maintains continuous plant operations, with sequencing required to keep one secondary clarifier in service at all times. All work shall result in a complete, functional, and operational clarifier system in accordance with the specifications and contract documents.

The City of Sedona reserves the right to decide any combination of base and/or bid alternates to award. The City also reserves the right to not award the project at all.

Work shall be in accordance with Uniform Standard Specifications for Public Works Construction, distributed by Maricopa Association of Governments, 2025 edition (MAG), except to the extent that these specifications specify other procedures, processes, forms, materials, details, or other direction regarding the work, and as required to comply with local ordinances and regulations.

Whenever the term County is used it shall be held to mean the City of Sedona. Whenever the term County Engineer is used it shall be held to refer to the City Engineer.

General Provisions

The General Conditions and Specifications shall be considered as immediately following the Special Conditions in Order of Precedence and are part of the Contract documents.

A. Schedule

The schedule, required by Section 9 and 31.G.3 of the General Conditions, is amended as follows. The schedule shall be updated at each progress meeting, which will occur weekly.

B. Start of Construction

Construction shall not begin until the Contractor has at a minimum provided the following:

- Equipment Rate Submittal as required by Section 47.D.3 of the General Conditions
- A complete project schedule as required by the General Conditions and Section A of the Special Conditions

This provision shall not require that the City of Sedona refrain from issuing a notice to proceed or require an extension of time to accommodate Contractor compliance with it.

C. Project Control

- The Contractor shall be responsible for all survey on the project. **See Section 15 of the General Conditions.**
- Contractor to verify dimensions to ensure equipment will work with existing structure.

D. Submittals

In addition to the submittals called for in Technical Specification 464300 and General Conditions, additional submittals are required for the following items as needed: pipe, grout, metal fabrications, and equipment rental rates for all equipment to be utilized for the project (as required by Section 47.D.3 of the General Conditions).

E. Various items of Work

The Contractor shall provide the City reasonable and timely notice in writing prior to exceeding quantities established in the Bid Schedule. Failure to notify the City in a timely manner prior to exceeding the contractual quantities identified in the Bid Schedule shall be sufficient reason for the City to deny such claim.

The City of Sedona reserves the right to request a schedule of values for any of the lump sum bid items.

All guarantees shall be per Section 51 of the General Conditions.

The contractor shall provide copies of all required testing to Project Manager.

The City reserves the right to require that payment requests be submitted in a format it approves.

The City may require information as necessary to verify proper work eligibility of persons, subcontractor, or others providing labor, equipment, material or services to this project. This may include but is not limited to social security numbers, driver's license numbers, and evidence of age or citizenship.

F. Permits

The Contractor shall be responsible for obtaining permits bearing on the work and adhere to provisions of said permits.

I. Required Inspection

Work requiring inspection includes the following: demolition, testing and balancing of clarifier mechanisms, mechanical connections, grouting, cleanup, and anchoring.

Refer to General Conditions for requirements relating to inspections.

J. Project Progress Payments

General Conditions Section 31.C shall be revised to include the following payment schedule, upon request of the contractor:

- Payment of 15% for clarifier equipment upon receipt of clarifier equipment submittals
- Payment of 35% for release of fabrication upon approval of clarifier equipment submittals
- Payment of 20% upon shipment of clarifier equipment
- Payment of 20% for stored materials once clarifier equipment is delivered to site

K. Subcontractors

General Conditions Section 13.C. shall be revised to allow subcontractors to collectively perform all required demolition and installation of clarifier equipment.

L. Additional Provisions

- Contractor to remove and dispose of existing 55-foot diameter clarifier mechanism and associated drive motor for Secondary Clarifiers 1 and 2.
- Contractor to furnish and install replacement clarifier mechanism and drive motor for Secondary Clarifiers 1 and 2. Clarifier equipment to include Center Cage, Dual Gate EDI, Feedwell, Full Radius Rake Arms with Segmented Scrapers, Hinged Skimmer Assembly, Anchor Bolts & Fasteners, and all other appurtenances required in specifications and contract documents.
- Contractor to coordinate and verify compatibility of the new mechanism with existing clarifier tank dimensions and site conditions.
- **Contractor is responsible for measuring the existing clarifiers to ensure proper fit for new clarifier mechanisms.**
- **Contractor to verify drive motor is sufficient to operate new clarifier mechanisms.**
- Contractor is responsible for off-loading of new clarifier mechanisms.
- Contractor to replace Scum Pump for both clarifiers.
- It is assumed that existing electrical wire can be reused for connection of new drive motor and scum pump. Contractor is responsible for verifying the condition of existing electrical wire and shall provide provisions for replacing wiring that will not work. Existing conduit to be re-used.
- Contractor to sequence the work to maintain continuous plant operations by ensuring that only one secondary clarifier is taken out of service at any given time. Removal and installation activities shall be completed on one clarifier and returned to service prior to beginning work on the second clarifier. Clarifier 2 is currently out of service.
- Contractor is responsible for all other mechanical, electrical, instrumentation, and control work necessary for a complete and operating installation in accordance with the specifications and contract documents. City will provide programming. Contractor to coordinate with City/Programmer.
- All work performed will require inspections by the City of Sedona.
- The Contractor shall be aware that other construction projects may be occurring simultaneously and work by others shall be accommodated.
- All work shall be completed in 480 calendar days from Notice to Proceed, which includes anticipated lead times. Liquidated damages of \$430/calendar day apply thereafter.

XVII. SPECIFICATIONS

Section 464300

CIRCULAR SEGMENTED SCRAPER CLARIFIER

PART 1 GENERAL

1.1 Scope

- A. Furnish and install equipment for two (2) circular segmented scraper cage drive clarifiers. The equipment shall include a center cage, dual gate EDI, feedwell, full radius rake arms with segmented blades, skimmer blade & supports, hinged skimmer assembly, anchor bolts & fasteners, and all other appurtenances required.

1.2 Definitions

Continuous Running Torque: The 100 percent AGMA torque to be continuously applied 24 hours a day to the drive system.

Momentary Peak Torque: The maximum torque rating of the drive mechanism components. Momentary peak torque shall be 2.0 times the continuous running torque.

Average Flow: The average flow per day for the whole year.

Design Flow: The average of the highest single day flows per month for the whole year.

Maximum Flow: Average flow per day for the month with the highest flows.

Peak Flow: The highest single hourly flowrate.

Return Activated Sludge (RAS): The settled solids removed from the bottom of clarifier and recycled to the biological process upstream of the clarifier.

1.3 Supplier

- A. The clarifier equipment specified in this section shall be WesTech Model CLC15G, or approved equal. Substitute equipment must be modified as necessary to provide the specified features and to meet the specified operating conditions.

1.4 Design Criteria

[Design Criteria Chart Begins on Following Page]

Design Criteria (per clarifier)	Unit	Value
Influent Flow Rates:		
Max Month Average Daily Flow	MGD	0.65
Buildout Max Month Average Daily Flow	MGD	0.89
Recycle Rate:		
Design RAS	MGD	0.46
Max RAS	MGD	0.62
MLSS		
Minimum	mg/l	1020
Maximum	mg/l	4140
Average	mg/l	2900
SVI:		
Minimum	ml/g	47.2
Maximum	ml/g	106.3
Average	ml/g	69.4
Tank Diameter	ft	55
Side Water Depth	-	15 ft 1 in
Freeboard	in	18
Bottom Slope	in/ft	2.25
EDI:		
EDI Diameter	ft	6
EDI Depth	ft	2.5
Feedwell:		
Feedwell Diameter	ft	13
Feedwell Depth	ft	5
Torque:		
Continuous Torque	ft-lbs	13,500
Momentary Peak Torque	ft-lbs	27,000
Ball Race Diameter Min	in	34.98
Drive Overturning Moment	ft-lbs	304,748

1.5 Warranty

- A. A written supplier's warranty shall be provided for the equipment specified in this section. The warranty shall be for a minimum period of two (2) years from final acceptance. Such warranty shall cover all defects or failures of materials or workmanship which occur as the result of normal operation and service except for normal wear parts (i.e. squeegees, skimmer wipers, etc.).

1.6 Submittals

- A. One electronic copy of all materials required to establish compliance with these specifications shall be submitted for review. Submittals shall include at least the following:
 - 1. General arrangement drawings showing all important details and materials of construction, dimensions, loads on supporting structures, and anchor bolt locations.
 - 2. Descriptive literature, bulletins, and/or catalogs of the equipment.
 - 3. Complete data on motors and speed reducers.
 - 4. Wiring diagrams and electrical schematics for all control equipment to be furnished.
 - 5. Calculations documenting the AGMA rating of the drive unit and life of the main bearing; prepared and signed by a registered professional engineer.
 - 6. Complete descriptive information and electrical schematic for the torque overload device.
 - 7. Complete sludge transport calculations substantiating the rake blade design, rake tip speed, and floor slope.
 - 8. Complete process calculations substantiating the sizing of the EDI and outlets, and outer feedwell. These calculations shall be based on parameters from the manufacturer's operating experience.

1.7 Experience

- A. The equipment supplier shall have at least 15 years of experience in the design, application, and supply of circular clarifiers in water or wastewater treatment plants, and shall submit a list of not less than 25 operating installations of clarifiers with segmented rake blades and EDI as evidence of meeting the experience requirement.
- B. To show evidence of being able to provide the quality of equipment and services described in this specification, the equipment supplier shall submit their ANAB-accredited ISO 9001 quality system certification. AIAO-BAR accredited systems are not a recognized equivalent and are therefore specifically prohibited. The quality procedures shall provide for a means of qualifying all sub-vendors and shall specify that the fabrication facility is a critical vendor and shall require inspection. The quality system shall be audited on-site by a third-party independent registrar at least annually. Certification shall remain in effect throughout the project start-up.

1.8 Shop Assembly and Inspection

- A. The equipment specified herein shall be factory assembled as far as practical to verify that all mating parts can be field assembled. All mating parts shall be trial fit and match-marked. The manufacturer shall submit certification of shop trial assembly and photographs of assembly before shipment. The owner and installing contractor shall be given the opportunity to witness the shop assembly.
- B. Shop inspection shall be performed by a qualified inspector and certified by the manufacturer. The inspection shall be documented, and all deficiencies noted, corrected, re-inspected and final completion formally authorized. Final shipment authorization shall be by the manufacturer to ensure completion of all fabrication, assembly, and inspection requirements. Inspection records and evidence of inspector qualification shall be submitted to the owner upon request.

PART 2 PRODUCTS

2.1 General Design

A. Description

- A. The clarifier mechanism shall be of the center drive type, supported on a stationary influent column, with the flow entering at the bottom of the influent column and flowing upward into the energy dissipating inlet. The flow shall then proceed into the feedwell through gates arranged for impinged flow near the water level for further energy dissipation and settling. The clarifier shall be designed to remove settled sludge from the bottom of the tank and floating scum from around the periphery of the tank.
 - a. The clarifier shall perform the following integrated functions:
 - 1) Dissipate energy and control localized currents.
 - 2) Separate solids from the clear liquid.
 - 3) Evenly withdraw the clear liquid.
 - 4) Transport and thicken settled sludge.
 - 5) Prevent sludge dilution at withdrawal point.
 - 6) Remove scum from the clarifier surface.

B. Materials

- 1. All structural steel shall conform to AISC – Steel Construction Manual latest edition. All steel plates shall conform to ASTM A36. All structural steel shape series of M, MT, S, ST, C, MC, and L shall conform to ASTM A36. Structural steel shapes W, WT, HP shall conform to ASTM A992/A572. All pipe shall be ASTM A53, Grade B. All square and rectangular tubing shall be ASTM A500, Grade C, unless otherwise noted. Steel members in contact with liquids, either continuously or intermittently, shall have a minimum thickness of 1/4 inch unless otherwise noted. All aluminum shall be type 5052, 6061, 6063, or 2014 alloy unless noted. All stainless steel shall

be ASTM A276 for rolled shapes, ASTM A1069 for laser-fused shapes, ASTM A312 for pipe, ASTM AA554 for HSS and ASTM A240 for plate, type carbon steel unless noted.

Component Location	Material of Construction
Submerged	Carbon Steel
Non-Submerged	Carbon Steel

2. All submerged surfaces shall receive a surface preparation of SSPC-SP10 and one (1) coat Tnemec N140-1255, 4-6 mils DFT, and one (1) coat Tnemec N140-B572, 4-6 mils DFT.

C. Fabrication

1. Shop fabrication and welding of structural members shall be in accordance with the latest edition of the "Structural Welding Code", AWS D1.1, (AWS D1.2-Aluminum, AWS D1.6-Stainless Steel), of the American Welding Society. All joined or lapped surfaces shall be completely seal welded with a minimum 3/16 inch fillet weld. Intermittent welding shall not be allowed, except on non-ferrous metals.

D. Edge Grinding

1. Sharp projections of cut or sheared edges of ferrous metals shall be ground to a radius by multiple passes of a power grinder as required to ensure satisfactory coating adhesion.

E. Shop Surface Preparation/Coating

1. All iron and steel surfaces, except the drive unit, shall be field cleaned and painted by the contractor to ensure paint compatibility and assign unit responsibility for the coating system. The drive unit shall be coated with the supplier's standard enamel paint system.

F. Structural Design

1. All steel design shall be in accordance with the AISC Manual of Steel Construction, latest edition and the International Building Code (IBC), latest edition.

G. Spare Parts:

Furnish the following spare parts suitably packaged and marked. Include a price list and name, address, and telephone number of local supplier:

1. 2 sets of scum skimmer blade wear strips.
2. 1 set of squeegees for each segmented scraper mechanism furnished.
3. 4 sets of shear pins.
4. 1 set of scum skimmer wipers.

5. 1 set each of oil seals for the worm shaft and pinon shaft.

H. Special tools: Provide the following special tools:

1. Tools required to assemble, disassemble, repair, and maintain equipment, and that have been specifically made for use on equipment.
2. Necessary eyebolts, hooks, and rods for handling equipment parts.
3. List of tools with the maintenance and operation data describing the uses of the tools.

2.2 Influent and Sludge Removal

A. Dual Gate Energy Dissipating Inlet

1. A dual gate rotating circular energy dissipating inlet with bottom shall be supported by the cage and be designed to diffuse the liquid into the feedwell in an impinged flow direction without excessive disturbance or formation of vertical velocity currents. The DG-EDI shall be designed to positively prevent sludge from depositing within the DG-EDI and shall include bottom drain holes.
 - a. The diameter, depth, and detention time of the DG-EDI shall be included in the submittal with the design calculations and shall show proper process application as evidenced by the required successful operating installations.
 - b. The rotating DG-EDI shall be designed with a full bottom extending to within 1 inch of the center column. It shall include an upper rim angle for stiffness. Multiple discharge ports shall be provided to induce impinged flow. The gates shall have a fixed bottom to prevent vertical currents as the flow exits the DG-EDI.
 - c. The DG-EDI shall be made of not less than 3/16 inch thick steel plate with necessary stiffening angles.
 - d. EDI Test Data – The submittal shall include data from side-by-side tests on identical full-scale operating clarifiers at least 50 ft. in diameter, with identical feed and underflow rates. The data shall show that installation of an EDI equivalent in design to that proposed for this project produced a decrease in effluent suspended solids of at least 25 percent.

B. Feedwell

1. The flocculating feedwell shall be located outside of the EDI to diffuse the liquid into the tank without disturbance or formation of velocity currents. Baffled openings shall be provided near the water surface to allow scum to exit the feedwell.
 - a. The supports for the feedwell shall be located either above the liquid extending from the cage or bridge, or on the rake arms. Submerged supports from the rake arms shall be designed to minimize horizontal flow disruption.
 - b. No feedwell support or feedwell spliced connection shall be contained within the annular space formed between the feedwell and EDI. The depth of the feedwell shall be such as to provide proper detention time and an exit velocity at maximum

flow that will not scour the settled sludge. The diameter, depth, detention time, and exit velocities shall match the process application calculations as evidenced by the required successful operating installations.

- c. The feedwell shall be made of not less than 3/16 inch thick steel plate with necessary stiffening angles.

C. Center Cage

1. The center cage shall be of steel box truss construction. It shall be provided with connections for the two sludge rake arms and feedwell supports if required. The cage top shall be bolted to the main gear which shall rotate the cage with the attached arms and feedwell. The cage and each arm shall be designed to withstand 150 percent of the design running torque of the drive without over stressing the members. Loading to develop the torque shall be considered as uniform loads applied to each arm individually.

D. Segmented Blade Rake Arms

1. The mechanism shall include two segmented sludge rake arms of steel truss construction with steel scraper blades and adjustable stainless steel squeegees. Squeegees shall be fastened to the rake blades with stainless steel fasteners. The blades shall be properly sized to ensure complete raking of the bottom twice per revolution. The blades shall rake the heavy sludge to a center sludge hopper. The arms shall be adjustable at the cage to assure an even grout thickness over the tank bottom.

2.3 Scum Skimming

A. General

1. The clarifier manufacturer shall furnish two (2) skimming device(s) as part of each clarifier mechanism. Each skimming mechanism shall be arranged to sweep the surface of the sedimentation compartment, automatically removing scum and floating material to a scum box at the periphery of the tank.

B. Skimmer Construction

1. The rotating scum skimmer shall include a horizontal steel plate skimmer blade supported by vertical steel members extending up from the rake arms. The blade shall extend from a point 6 inches away from the influent feedwell to the hinged scum skimmer assembly at the tank periphery.

C. Scum Skimmer Assembly

1. A hinged scum skimmer assembly shall be mounted on the outer end of the skimmer blade. The hinged scum skimmer assembly shall be designed to form a pocket for trapping the scum. The hinged arrangement shall ensure continual contact and proper alignment between wiper blade, scum baffle, and ramp as the blade travels up the scum box ramp. The wiper blade shall have a wearing strip on its outer end which

contacts the scum baffle and a neoprene strip on its lower and inner edge. The neoprene wipers shall be a minimum 1/4 inch thickness. The scum is trapped as the wiper blade meets the ramp and is raised up the ramp to be deposited into the scum trough for disposal.

D. Scum Pump

1. Contractor to supply and install one (1) new Scum Pump for each clarifier.
2. Manufacturer: Flygt or approved equal.
3. Type: Submersible
4. Capacity: 166 GPM
5. Motor Size: 5 HP
6. Variable Speed
7. Controls: Local Control
 - i. ON/OFF based on liquid level in the scum well at the secondary clarifier
8. Remote controls located in the Filter Building.
9. Function: To direct scum to the aerobic digester.

2.4 Mechanism Drive Motor

A. Drive Motors

1. Contractor to supply and install new drive motors for each secondary clarifier.
2. Motor Mfg.: US Electrical or approved equal.
3. Drive Motor Size: $\frac{3}{4}$ hp, constant speed, 1750 rpm
4. Type: TCP
5. Gear Drive: Right Angle Syncrogears
6. Model No.: E451/A101241RO96F
7. Ratio: 71.6
8. Control: Local Control ON/OFF
9. Remote controls located in the Filter Building
10. Function: To collect and decant mix liquor for removal of settleable solids and floating solids.

2.5 Anchorage and Fasteners

A. Anchor Bolts

1. All anchor bolts shall be a minimum of 1/2 inch diameter and made of type 304 stainless steel. The equipment supplier shall furnish all anchor bolts, nuts, and washers required for the equipment.

B. Fasteners

1. All structural fasteners shall be a minimum of 1/2 inch diameter and made of type 304 stainless steel. The equipment supplier shall furnish all fasteners required for the assembly of the equipment.

PART 3 INSTALLATION

3.1 General

- A. The equipment shall be installed properly to provide a complete working system. Installation shall follow the supplier's recommendations.

3.2 Manuals

- A. The equipment supplier shall furnish one electronic copy and one hard copy of the operation and maintenance manual, which will be retained at the installation site to assist plant operators. The manual shall include the supplier's erection and assembly recommendations and a complete list of recommended spare parts.

3.3 Field Service

- A. The equipment supplier shall provide the service of a qualified representative for one trip and one day per mechanism to inspect the mechanism installation, assist in start-up, and instruct plant personnel in the proper operation and maintenance of the mechanism.

3.4 Field Testing

A. Operation Tests

1. The contractor shall operate the mechanism in a dry tank for a minimum of 4 continuous hours before flow is allowed to enter the system. There shall be no binding, jerky, or unusual motion exhibited during this run in period. Motor amperage shall be checked at least hourly for any unusual or higher than normal figures. After the unit has successfully passed this initial test, flow shall be introduced into the tank and conduct a 24-hour continuous observation test run. If the unit should fail under any of these conditions, the test shall be halted and the problem corrected. If, after several attempts, the unit does not successfully pass the field test, the faulty portion of the equipment shall be repaired or replaced and the test re-run.

– End of Section –



**CITY COUNCIL
AGENDA BILL**

**AB 3332
March 24, 2026
Regular Business**

Agenda Item: 9c

Proposed Action & Subject: Discussion/possible action to pursue the 2026 Invasive Plant Grant (IPG), for up to \$200,000, through the AZ Department of Forestry and Fire Management to assist in the reduction of the invasive species, Tree of Heaven and Siberian Elm.

Department Sustainability/Bryce Beck

Time to Present 5 min

Total Time for Item 10 min

Other Council Meetings None

Exhibits None

Finance Approval	Reviewed 3/16/26 BGW	Expenditure Required Up to \$20,000 city match if grant is received
City Attorney Approval	Reviewed 3/16/26 KWC	
City Manager's Recommendation	Recommend approval ABS 3/17/26	Amount Budgeted \$ 20,000 Anticipated FY27 Account No. 10-5350-01-6730 (Description)

SUMMARY STATEMENT

Background:

Invasive Species Grant Overview

Non-native, invasive plants are a major threat across the state of Arizona. They recognize no borders and occur across all land ownerships. Non-native invasive plants change the natural fire regime, alter watersheds, degrade wildlife habitat, out-compete native vegetation and crops, and destroy the natural beauty of the Arizona landscape.

Arizona Department of Forestry and Fire Management, with funding provided by the State of Arizona and US Forest Service, is soliciting project proposals from **\$75,000-200,000** to treat invasive plant infestations that threaten Arizona's lands and waters.

The Invasive Plant Grant's objectives include:

- Target and treat invasive plants that are capable of transforming native plant communities in forests, woodlands, or rangelands
- Assist in preventing fire and flooding, conserving water, and restoring habitat to wildlife

- Increase local capacity to manage and prevent encroachment of invasive plants
- Use an integrated weed management approach when treating areas infested with invasive plants through the utilization of available tools, including manual, cultural, mechanical, chemical, and biological control methods. Reseeding and planting native vegetation are also components of an invasive plant project

Overview of Anticipated Municipal Project

Sustainability Department staff have conducted an initial phase of invasive species monitoring on municipal properties in collaboration with Oak Creek Watershed Council. The Public Works Department is also looking to expand on its invasive species management efforts. Combined, these initiatives are striving to help protect local waterways, improve native biodiversity, and improve fire resiliency across the community.

The anticipated project aims to treat ‘Tree of Heaven’ and ‘Siberian Elm’ from municipal properties, primarily park spaces and storm drainages within municipal rights-of-way. These species have been identified as Class C noxious weed and are recommended for active control by the Arizona Department of Agriculture. The ‘Tree of Heaven’ propagates prolifically from seed production and its root systems. These trees have toxic properties that discourage and/or inhibit the growth of native species around them. Siberian Elm is similar as fast growing species that shades out desirable native species, hybridizes with other elms, and their roots can impact waterways and infrastructure.

Requested grant funds would expand invasive species removal efforts by collaborating with outside professional landscapers and arborists to implement effective integrated pest management strategies.

Anticipated Grant Funding Request and Timeline

The Invasive Species Grant opened March 4th. The grant requires a minimum of 10% match from participating organizations. Estimated project costs will be finalized before the grant application period ends on April 15th. Notification of grant awards are expected in May and June. If the grant is awarded, expenses are anticipated to start in FY27 budget year. Public Works and Sustainability would collaborate and contribute to the shared costs of the project.

Climate Action Plan/Sustainability Consistent: ☒ Yes

The Invasive Plant Grant aligns with the Climate Action Plan goals in action areas of Water and Natural Systems, specifically Creek Restoration and Forest Health action items. The Municipal Sustainability Plan has specific targets to identify and remove invasive species on municipal properties. This grant would support goals in both documents.

Board/Commission Recommendation: ☒ N/A

Alternative(s): Council could choose not to authorize the grant application. This would result in the City foregoing up to \$200,000 in external funding and limiting the scope of invasive species removal efforts to available City resources.

MOTION

I move to: authorize the City to apply for the 2026 Invasive Plant Grant funding opportunity to help with the reduction of invasive species, to authorize the provision of the required local match, and allow the City Manager to sign all necessary documents, subject to the approval of the City Attorney’s office.



**CITY COUNCIL
AGENDA BILL**

**AB 3330
March 24, 2026
Regular Business**

Agenda Item: 9d

Proposed Action & Subject: Discussion/possible action regarding approval of a 20-year license agreement with Wecom LLC for use of the City's public rights-of-way for fiber optic cable with fees waived equal to Wecom's cost to install a fiber network connecting City locations that will convey to the City.

Department	City Attorney's Office/Information Technology/Public Works
Time to Present	20 minutes
Total Time for Item	30 minutes
Other Council Meetings	NA
Exhibits	A. ROW License Agreement for Fiber Optic Cable

Finance Approval	Reviewed 3/16/26 BGW	
City Attorney Approval	Reviewed 3/16/26 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 03/17/26	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

Background:

Last summer, the federal government issued a restructuring policy to the national Broadband Equity, Access and Deployment (BEAD) grant program which eliminated the possibility of broadband providers receiving grant funding to install fiber optic cable in Sedona. On December 2, 2025, the National Telecommunications and Information Administration (NTIA) officially approved Arizona's BEAD Final Proposal which did not include Sedona.

Wecom LLC was selected by the State Broadband Office to provide internet service in Yavapai County to those areas that were selected to receive BEAD funds. Wecom contacted City staff about installing fiber optic cable in Sedona without the use of BEAD grant funds and requested a citywide license for the purpose of installing, operating, and maintaining fiber optic technology in the City's public rights-of-way. In addition to installing fiber throughout Sedona, Wecom agreed to construct a fiber network connecting the following seven existing City locations with the option to connect the Western Gateway location in the future:

- City Hall Campus
- Posse Grounds facility

- Brewer Road facility
- Contractor's Road facility
- City building at the Y
- Parking Garage
- Wastewater Operations

Wecom will transfer ownership and maintenance of the fiber connecting the City locations to the City upon completion and testing. The City fiber network will be separate from Wecom's fiber network available to Sedona residents and businesses. The City will still need an ISP to connect to the internet and to provide telecommunications.

The annual ROW license fee would be 3% of Wecom's annual gross revenues generated within City limits; however, in exchange for Wecom installing the City fiber network, the City will provide a fee credit of \$3,249,600 to Wecom, which breaks down as follows:

Wecom cost to install fiber network -	\$4,569,600
LESS: Use of City existing conduit -	<u>(\$1,320,000)</u>
Credit to Wecom -	\$3,249,600

The City will waive the annual ROW license fee and all other fees until this credit amount of \$3,249,600 has been reached.

The proposed citywide ROW license is similar to a franchise agreement. However, by statute, franchise agreements are limited to public utilities, cable operators, and telecommunications providers.

Staff recommends approval of the citywide ROW license with Wecom for fiber optic cable.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council could not approve the ROW license, but the result would be that fiber technology, which provides a faster broadband connection to the Internet than existing options in Sedona, would be not be installed and the City would miss out on the opportunity for a City-specific fiber network connecting City locations.

MOTION

I move to: approve a 20-year license agreement with Wecom LLC for use of the City's public rights-of-way for fiber optic cable with fees waived equal to Wecom's cost to install a fiber network connecting City locations that will convey to the City, subject to the City Attorney's approval.

**LICENSE AGREEMENT FOR USE OF CITY'S PUBLIC RIGHTS-OF-WAY
FOR FIBER OPTIC CABLE**

This License Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date") by and between the City of Sedona, an Arizona municipal corporation ("City"), and Wecom LLC, a Delaware limited liability company doing business as Wecom Fiber ("Licensee").

RECITALS

WHEREAS, City owns or controls certain public rights-of-way located within the City of Sedona (the "Public Rights-of-Way"); and

WHEREAS, Licensee is a fiber optic cable company engaged in the business of installing, operating, and maintaining fiber optic telecommunications facilities; and

WHEREAS, Licensee desires to use portions of City's Public Rights-of-Way for the purpose of installing, operating, and maintaining fiber optic telecommunications facilities; and

WHEREAS, the City desires that Licensee install a fiber network connecting eight City locations in exchange for providing a credit to Licensee in the amount to install the City fiber network, less the value of using existing City conduit for a portion of the network, as described in Exhibit F. The credit will be applied to Licensee's annual License fees and other applicable fees; and

WHEREAS, the City has determined the benefits of Licensee installing an isolated City fiber network include reduced connection costs; significantly faster upload and download speeds; significantly quicker and more frequent data backups; much greater security due to an isolated network; no reduced speeds known as "throttling" during periods of heavy use; and greater reliability; and

WHEREAS, the City has agreed to grant to Licensee a non-exclusive license to use the City's Public Rights-of-Way and Licensee has agreed to install an isolated City fiber network subject to the applicable terms and conditions set forth in the Sedona City Code, the Sedona Land Development Code, and all terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

- 1.1. "City-Developed Consent Permit" means the permit authorized pursuant to the Sedona City Code ("SCC") Chapter 12.05 to construct or maintain Facilities on or in the City's Public

Rights-of-Way issued to Licensee subject to the permit terms and the terms of this Agreement.

- 1.2. "Facilities" means the fiber optic cables, conduits, manholes, handholes, poles, equipment cabinets, and related telecommunications facilities to be installed, operated, and maintained by Licensee within the Licensed Area.
- 1.3. "Licensed Area" means the Public Rights-of-Way within the corporate boundaries of the City of Sedona.
- 1.4. "Public Rights-of-Way" shall mean, but not be limited to, streets, roads, drainage, alleys, highways, sidewalks, drainages, bridges, utility easements, structures, grounds and places which have been dedicated to and declared by the City to be public.

2. GRANT OF LICENSE

- 2.1. Grant of License. Subject to the terms and conditions set forth in this Agreement, City hereby grants to Licensee a non-exclusive license to use the Licensed Area for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and removing the Facilities (the "License"). Authorized installation methods under this License shall include microtrenching, aerial attachment, directional boring, standard trenching, and vibratory plowing, each of which are described in more detail in **Exhibit D**. Microtrenching will be the primary construction method with the understanding certain road conditions will require alternate construction. The microtrenching construction standards implemented by Licensee are set forth in detail in **Exhibit E**. Notwithstanding any materials included in **Exhibits D** and **E**, all materials used shall be submitted for approval to the City Engineer. Aerial attachment will only be permitted to existing poles and will be subject to prior approval by City.
- 2.2. Limitations on License. The License granted herein is subject to the following limitations:
 - 2.2.1. The License is non-exclusive, and City reserves the right to grant similar licenses to other entities;
 - 2.2.2. The License does not convey any title, easement, or other ownership interest in the Public Rights-of-Way;
 - 2.2.3. The License is subject to all existing easements, covenants, conditions, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way; and
 - 2.2.4. The License is subject to the City's right to use, maintain, improve, or repair the Public Rights-of-Way.
- 2.3. No Interference. Licensee shall not interfere with the City's use of the Public Rights-of-Way or with the use of the Public Rights-of-Way by other authorized users. In the event of any such interference, Licensee shall, at its sole cost and expense, promptly take all necessary steps to eliminate such interference.
- 2.4. Reservation of Rights. City expressly reserves the right to:
 - 2.4.1. Maintain, improve, or repair the Public Rights-of-Way;
 - 2.4.2. Grant additional non-exclusive licenses, easements, or other rights to use the Public Rights-of-Way to other entities;

- 2.4.3. Require the relocation of the Facilities as provided in SCC Chapter 12.05; and
- 2.4.4. Exercise any other rights with respect to the Public Rights-of-Way that are not inconsistent with the rights granted to Licensee under this Agreement.

3. USE OF CITY-OWNED FIBER OPTIC CONDUIT

- 3.1. **Exhibit B** includes City-owned fiber optic conduit locations in the Public Rights-of-Way that have been completed, are under construction and are planned, and **Exhibit C** shows the conduit specifications for the completed location. The value of such City-owned fiber optic conduit is discussed in **Exhibit F**.
- 3.2. The City authorizes Licensee's non-exclusive use of the City-owned fiber optic conduit in an "as is" condition for the purpose of installation, maintenance, repair, and replacement of fiber of both Licensee and City owned fiber, pursuant to the following requirements:
 - 3.2.1. Installation of Fiber connecting City locations. Licensee shall install fiber connecting the following City locations, the value of which is discussed in **Exhibit F**:
 - 3.2.1.1. City Hall Campus, 102 Roadrunner Drive
 - 3.2.1.2. Posse Grounds location, 525 Posse Ground Road
 - 3.2.1.3. Brewer location, 221 Brewer Road
 - 3.2.1.4. Contractor's Road location, 2070 Contractor's Road
 - 3.2.1.5. City Bldg at the Y location, 125 W. State Route 89A
 - 3.2.1.6. Parking Garage location, Forest Road
 - 3.2.1.7. Wastewater Operations, 7500 W. State Rte. 89A
 - 3.2.1.8. Western Gateway location, Cultural Park Pl and State Rt 89A
 - 3.2.2. Transfer of Ownership Fiber connecting City locations. Licensee shall transfer ownership and maintenance of the fiber connecting the City locations to the City upon completion and testing (the "City Fiber"). The City Fiber will be separate from Licensee's fiber but might or might not share conduit.
 - 3.2.3. Fees Waived by City. As described in more detail in **Exhibit F**, City shall waive the following fees that otherwise would be owed to City by Licensee:
 - 3.2.3.1. Permit application fees for all City-Developed Consent Permits.
 - 3.2.3.2. Project Permit fees.
 - 3.2.3.3. Inspection fees.
 - 3.2.3.4. Annual License Fees
 - 3.2.3.5. Engineering Fees.
 - 3.2.4. Expedited Permit Review. City shall expedite permit review for applications submitted by Licensee for City-Developed Consent Permits and Project Permits.
- 3.3. **Limitation of Liability**. The City shall not be liable for any claim or cause of action by Licensee resulting from Licensee's use of the City-owned fiber optic conduit, including claims for lost profits or punitive damages.

4. PERMIT TO CONSTRUCT OR MAINTAIN ON PUBLIC RIGHTS-OF-WAY (CITY-DEVELOPED CONSENT PERMIT)

- 4.1. Approved Permit Application Required. Prior to installing any Facilities within the Licensed Area, Licensee shall, pursuant to SCC Chapter 12.05, apply for and receive approval of a City-

Developed Consent Permit, using the form adopted by the City entitled “Application for Permit to Construct or Maintain on City Rights-of-Way” which is attached to this Agreement as **Exhibit A**.

- 4.2. Annual Permit Required. The term of the City-Developed Consent Permit is one year from the date of issue. Licensee is required to apply for a new permit each year this Agreement is in effect.
- 4.3. Installation and Maintenance Requirements. Licensee shall install and maintain the Facilities in accordance with the following requirements:
 - 4.3.1. All Facilities shall be installed and maintained in compliance with:
 - 4.3.1.1. the City-Developed Consent Permit;
 - 4.3.1.2. the Sedona City Code and the Sedona Land Development Code;
 - 4.3.1.3. the City's construction standards and specifications; and
 - 4.3.1.4. all applicable federal, state, and county laws, regulations, and requirements.
 - 4.3.2. All Facilities shall be installed and maintained in a manner that minimizes disruption to the Public Rights-of-Way, other utilities, and the public.
 - 4.3.3. Licensee shall provide the City with as-built drawings in the form of an Auto-CAD file prepared based on the application submitted by Licensee that was certified by a licensed professional.
 - 4.3.4. Licensee shall be responsible for locating and protecting all existing utilities prior to commencing any excavation or construction activities.
 - 4.3.5. Licensee shall promptly repair any damage to the Public Rights-of-Way, other utilities, or private property caused by the installation and/or maintenance of the Facilities.
 - 4.3.6. Licensee shall restore the Public Rights-of-Way to a condition that is substantially similar to the condition that existed prior to the installation and/or maintenance of the Facilities.
 - 4.3.7. Licensee shall not use, manufacture, store, release, discharge, or dispose of any hazardous substances on, under, or about the Public Rights-of-Way.
- 4.4. Work Authorized under the Permit. The City-Developed Consent Permit authorizes the Licensee to perform each of the following types of work on a repetitive basis:
 - 4.4.1. Above Ground:
 - 4.4.1.1. Any appurtenance located not less than 10 feet from the edge of the traveled way; and
 - 4.4.1.2. Blue Stake locations – work done in providing Blue Stake locations of utility lines or appurtenances.
 - 4.4.2. Below Ground:
 - 4.4.2.1. All Facilities not located under pavement and not less than 24 inches below the surface at any point along the run of the Facilities; (Facilities located in solid rock, as defined in SCC 12.05.040, may be not less than 24 inches below the surface, if covered with a concrete cap of not less than three inches thick); and
 - 4.4.2.2. Blue Stake locations – work done in providing Blue Stake locations of utility lines or appurtenances.
- 4.5. City-Developed Consent Permit Performance Criteria.
 - 4.5.1. All construction shall comply with standards established in SCC Chapter 12.05 and with the standards of the building code in SCC 15.05.010, as amended in SCC

- 15.05.020; the plumbing code in SCC 15.10.010, as amended in SCC Code 15.10.020; the National Electric Code in SCC 15.15.010, as amended in SCC 15.15.020, best management practices as related to prevention of water and air pollution, the MAG Uniform Standard Specifications for Public Works Construction, and the MAG Standard Details for Public Works Construction as amended by SCC 12.05.110.
- 4.5.2. Each installation shall be reported by the Licensee/permittee on the monthly summary of the rights-of-way work form, as provided by the city engineer.
- 4.5.3. The city engineer may request compaction testing to verify compliance with SCC Chapter 12.05.
- 4.5.4. Timeliness. Licensee shall comply with the following requirements:
- 4.5.4.1. All construction and maintenance shall be accomplished at such time and in such manner as to be least inconvenient to the public.
- 4.5.4.2. All work, with the exception for concrete and stucco work as allowed below, shall be performed Monday through Friday 7:00 a.m. – 6:00 p.m., and 9:00 a.m. – 4:00 p.m. on city holidays and Saturdays. No work shall be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. This shall not apply to emergency work. Work in progress may be allowed to continue until the time specified by the city engineer and: (A) If it is expedient to do so; and (B) Work on that particular project was initiated before noon.
- 4.5.4.3. The delivery, placement and finishing of concrete and stucco may begin one-half hour before sunrise during the period from May 1st through September 30th of each year. This does not apply to asphalt concrete.
- 4.5.4.4. In no case shall work start after noon if it is anticipated that it will continue past the end times as stated herein, and if it can be finished by initiating the work earlier in the day.
- 4.5.4.5. If unusual weather or unforeseen conditions appear, the applicant shall immediately request an extension from the city engineer.
- 4.5.5. The Licensee/permittee shall be responsible and liable for replacing and restoring the disturbed Public Rights-of-Way; including but not limited to the paving, sidewalks, driveways, Americans with Disabilities Act (ADA) ramps, surfacing, planting and ground cover; in as good condition as it was prior to disturbance. The Licensee/permittee shall not be responsible for replacing and restoring improvements that have been disturbed in the Public Rights-of-Way, if these improvements constitute a hazard in the Public Rights-of-Way, and the Licensee/permittee has applied for and received approval from the city engineer not to replace or restore such improvements; the term replacement shall include installation of new improvements to standards current at the time of installing the new improvements.
- 4.6. Water, Air, Solid Waste Pollution. Work by Licensee shall include measures to reduce water, air and solid waste pollution. Best management practices appropriate to the work as contained in current guidance documents prepared by the City, state, or federal practices by the Environmental Protection Agency shall be utilized. The practices used shall be subject to city engineer approval. The city engineer may require a project specific pollution control plan.
- 4.7. Traffic and Traffic Control.
- 4.7.1. When determined by the city engineer, Licensee/permittee shall control traffic adjacent to and within the construction area in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD), and the Arizona Department of

Transportation (ADOT) "Traffic Control Manual for Highway Construction and Maintenance"; one copy of each of which are on file and are open for public inspection in the office of the city engineer. The city engineer may require signs, flaggers, pilot cars and other devices and methods. He may require that a project specific traffic control plan be submitted with City-Developed Consent Permit application or any Project Permit Application. For the avoidance of doubt, Licensee shall have the ability to self-perform any required traffic control. If the Licensee does not adequately perform traffic control, a third-party vendor will be hired at the licensee's expense.

4.7.2. The Licensee/permittee shall give notification to the city engineer no less than two working days before work is to begin or before work is to recommence after stoppage.

4.7.3. The Licensee/permittee shall not partially or fully block Public Rights-of-Way to pedestrian or vehicular traffic under any circumstances without a valid permit. Whenever possible, 1-way traffic shall be maintained. In no case shall blockage of emergency vehicle access be permitted. Notification shall be given to the chief of police and the Sedona fire department, pursuant to SCC 10.10.010 and Chapter 10.15 SCC.

4.8. Notification to the City Engineer.

4.8.1. The city engineer shall be notified after any trench or excavation has been backfilled, but before placement of any pavement courses; and

4.8.2. After placement of final pavement course.

4.9. Routine and Final Inspections. The city engineer may routinely inspect work authorized by the City-Developed Consent Permit or any Project Permit at any time.

4.10. Actions Resulting from Noncompliance.

4.10.1. The city engineer shall notify the Licensee/permittee in writing that work not in compliance has been declared deficient, and he shall direct the Licensee/permittee to correct such deficiencies within 15 days.

4.10.2. If the Licensee/permittee does not correct such deficiencies or submit a correction plan for approval within 15 days, the city engineer shall immediately proceed to correct the deficiencies and collect all costs from the Licensee/permittee.

4.10.3. Additional penalties may apply, pursuant to SCC 1.15.010.

4.11. Cancellation of Permit. The city engineer may immediately cancel and thereby revoke the rights provided by the City-Developed Consent Permit or a project permit if he reasonably determines that, during the life of the permit, the Licensee/permittee is conducting the work permitted in a manner so as to endanger the public.

4.12. Removal and Abandonment of Facilities within the Right-of-Way.

4.12.1. The city engineer may, upon written notice, require the Licensee/permittee to remove or abandon in place as specified by the city engineer, all property to which the Licensee/permittee has title or which has been rented or leased by the Licensee/permittee at Licensee's expense, if the Public Right-of-Way is needed by the city.

4.12.2. Whenever a City-Developed Consent Permit or a Project Permit is canceled by the city engineer, the Licensee/permittee shall be responsible and liable for replacing and restoring the disturbed Public Rights-of-Way; including but not limited to the paving,

sidewalk, driveway surfacing, planting and ground cover; in as good condition as it was prior to disturbance.

- 4.13. Work Not Authorized Under the City-Developed Consent Permit. A separate “Project Permit” is required for work not authorized under the City-Developed Consent Permit.
- 4.14. Emergency Repairs. In the event of an emergency requiring immediate repair of the Facilities, Licensee/permittee may perform such emergency repairs without prior notice to the City, provided that Licensee shall notify the City Engineer representative as soon as practicable, but in no event later than twenty-four (24) hours after commencing such emergency repairs.
- 4.15. Construction Coordination. Licensee shall coordinate the installation of the Facilities with existing utilities and other authorized users of the Public Rights-of-Way to minimize conflicts and disruption. Prior to excavation, Licensee shall comply with the Arizona Underground Facilities Act (A.R.S. § 40-360.21 et seq.) and shall contact Arizona 811 (Blue Stake) to identify and locate existing underground facilities. Licensee shall provide reasonable advance notice to affected utility owners and shall cooperate in good faith to avoid interference with existing facilities. Nothing herein shall require Licensee to obtain approval from other utilities for its installation beyond compliance with applicable law and City permitting requirements.

5. TERM AND TERMINATION OF LICENSE

- 5.1. Term. The term of this Agreement is twenty (20) years from the Effective Date, unless earlier terminated as provided herein.
- 5.2. Termination by City. City may terminate this Agreement upon written notice to Licensee if:
- 5.2.1. Licensee fails to pay any fee, charge, or other amount due under this Agreement within thirty (30) days after receipt of written notice from City of such failure;
 - 5.2.2. Licensee breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from City specifying the nature of the breach, or, if such breach cannot reasonably be cured within thirty (30) days, Licensee fails to commence such cure within thirty (30) days and diligently pursue such cure to completion;
 - 5.2.3. Licensee becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or has an involuntary petition in bankruptcy filed against it that is not dismissed within sixty (60) days; or
 - 5.2.4. Licensee abandons the Facilities or ceases to use the Licensed Area for a period of six (6) consecutive months.
- 5.3. Termination by Licensee. Licensee may terminate this Agreement upon ninety (90) days’ prior written notice to City.
- 5.4. Effect of Termination. Upon the expiration or termination of this Agreement:
- 5.4.1. The License granted herein shall automatically terminate.
 - 5.4.2. Licensee shall pay all fees, charges, and other amounts due to City through the date of termination.

- 5.4.3. Licensee shall remove all of its Facilities from the Licensed Area within 120 days at Licensee's sole expense and restore the Public Rights-of-Way to their original condition, or the City may, in its sole discretion and upon written application and approved terms by the City, allow the Licensee to abandon some or all of the Facilities in place, in which case ownership of the abandoned Facilities is transferred to the City.

6. FEES AND PAYMENT

- 6.1. License Fee. Except as otherwise set forth herein, (including, but not limited to, **Exhibit F**), Licensee shall pay to the City in consideration of the grant of the License under this Agreement an annual sum equal to three percent (3%) of Licensee's annual gross revenues generated within City limits each year this Agreement is in effect (the "License Fee"). In accordance with **Exhibit F**, the License fee for a partial year shall be pro-rated accordingly. Payments shall be in annual amounts due within thirty (30) days after the end of each calendar year.
- 6.2. All Other Fees, Charges, and Taxes Due. Licensee is required to pay all other applicable fees, charges, and taxes due to the City, unless otherwise waived by the City pursuant to Section 3 of this Agreement.

7. INSURANCE

- 7.1. General. The Licensee shall, at its own cost, procure and maintain in full force and effect throughout the term of this Agreement the following insurance coverage:
- 7.1.1. 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 |
- 7.1.2. Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and contractual liability.
- 7.1.3. Automobile Liability Insurance with limits of not less than \$1,000,000 per accident, covering owned, non-owned, and hired vehicles.
- 7.2. Insurance Requirements. All insurance policies required under this Agreement shall:
- 7.2.1. Be issued by insurance companies licensed to do business in the State of Arizona and having a rating of not less than A-VII in the most current edition of Best's Insurance Reports;
- 7.2.2. Name the City of Sedona as additional insureds (except for Workers' Compensation Insurance);
- 7.2.3. Provide that such policies are primary and non-contributory with respect to any insurance or self-insurance maintained by the City;

- 7.2.4. Include a waiver of subrogation in favor of the City; and
- 7.2.5. Provide that such policies shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the City.

7.3. Certificates of Insurance. Prior to commencing any work under this Agreement, and annually thereafter, Licensee shall furnish to the City certificates of insurance evidencing the coverage required by this Agreement, together with endorsements demonstrating compliance with the requirements set forth above.

7.4. Failure to Maintain Coverage. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Licensee 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 claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings), and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with:

- 8.1.1. the installation, operation, maintenance, repair, replacement, or removal of the Facilities;
- 8.1.2. the use of the Public Rights-of-Way by Licensee or its officers, directors, employees, agents, contractors, or subcontractors;
- 8.1.3. any breach or default by Licensee in the performance of its obligations under this Agreement; or
- 8.1.4. any negligent, reckless, or willful act or omission of Licensee or its officers, directors, employees, agents, contractors, or subcontractors.

8.2. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

8.3. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.4. The City shall give Licensee prompt notice of any claim, demand, suit, action, proceeding, or judgment for which indemnification is sought under this Agreement, and shall cooperate with Licensee in the defense of such claim, demand, suit, action, proceeding, or judgment.

8.5. The indemnification obligations under this Section shall survive the expiration or termination of this Agreement.

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

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

LICENSEE: Wecom LLC
Attn: Legal Notices
2332 Kingman Ave.
Kingman, AZ 86401

10. MISCELLANEOUS

- 10.1. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

- 10.2. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

- 10.3. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee 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. If City receives a public records request to view any documents under this License marked "proprietary" and/or "confidential", City will notify Licensee in writing of such request. Licensee will have ten (10) calendar days to obtain a court order enjoining such disclosure. If Licensee does not provide City with a court order enjoining release of the information within ten (10) calendar days, City will make the records requested available for inspection. In the event Licensee objects to any disclosure, Licensee agrees to

handle all aspects related to the request including properly communicating with the requester and timely responding with information and Licensee agrees to indemnify the City from an claims, actions, lawsuits, damages and losses resulting from Licensee's objection to the disclosure.

- 10.4. Conflict of Interest. From the date of this Agreement through the termination of its service to City, Licensee shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.
- 10.5. Assignment and Sublicensing. Licensee shall not assign, transfer, sublicense, or otherwise convey this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of City.
- 10.6. Severability. If any provision of this Agreement, in whole or in part, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision, in whole or in part, had never been contained herein. Accordingly, if any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision.
- 10.7. Amendments. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both parties.
- 10.8. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 10.9. Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. Neither party shall have the authority to bind the other party or to incur any obligation on behalf of the other party.
- 10.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail, or other electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

10.12. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Licensee and City, superseding all prior oral or written communications. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement.

10.13. Authority. Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on its behalf has been duly authorized to do so.

CITY OF SEDONA, ARIZONA

WECOM LLC

By: _____

Anette Spickard, City Manager

Title: _____

ATTEST:

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

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A

Application for Permit to Construct or Maintain on City Rights-of-Way

APPLICATION FOR PERMIT TO CONSTRUCT OR MAINTAIN ON CITY RIGHTS-OF-WAY



Public Works Department

108 Roadrunner Drive Sedona, AZ 86336

(928) 204-7111 • www.sedonaaz.gov/PW

(928) 203-5100 • ROWPermits@SedonaAZ.gov

Application date _____ Received by _____ Issued date _____

To: City of Sedona
108 Roadrunner Drive
Sedona, Arizona 86336

- () General Permit (\$100.00)
() Project Permit (\$60.00)
() City Developed Consent Permit
() After the Fact Permit Request (\$180.00)

The undersigned herewith makes application for a permit to enter in and upon, and to use City Rights-of-Way for the following purpose: _____

(At location) _____

For and in consideration of the granting of a permit for the purpose set forth in Article 12.05 of the Sedona City Code, the permittee hereby agrees, covenants and binds said permittee to the conditions set forth in this article.

SUBMITTAL REQUIREMENTS: (*) Items Required for all Permits, other requirements will be identified upon completion of initial review of application

- (*) A plan, drawing or sketch showing proposed scope of work () Submitted
(*) Traffic Control Plan Required () Submitted

- () Pre-Construction and Maintenance Conference Required () Completed
() Inspection with Permittee Required () Completed
() Anticipated Construction Time: _____ Days
() Construction Plans (Furnished by Permittee) () Submitted
() ADOT Permit () Submitted
() Notification to Public () Completed
() Wastewater Approval () Submitted
() Blasting Permit (from Fire Department) () Submitted
(*) Anticipated Start Date _____
(*) Anticipated Completion Date _____
(*) Vicinity Map/Site Plan () Submitted
() Right-of-Way Diagram () Submitted
() Copy of Contract Agreement () Submitted
() Certificate of Insurance () Submitted

- () Monthly Summary of Utility Rights-of-Way Work

- (*) 48 hour notice required before work starts and work completed.

Please call (928) 204-7800 or (928) 204-7111 for notification.

- () Storm Water Pollution Prevention Plan Required () Submitted
() Air Pollution Plan Required () Submitted

Name of Owner _____

Name of Applicant _____ Title _____

Phone _____ Email _____

Address of Applicant _____

City _____ State _____ Zip _____

Owner is responsible for the special conditions listed below and the standard provisions as listed in the remainder of this article. Any contact or correspondence regarding this permit shall be expressly directed to the Applicant.

THIS APPLICATION IS APPROVED, with the following stipulations:

1. Fee is: _____ (Exceptions: As stated in Utility Franchise Agreements)
2. All Excavation: No Excavation is authorized to proceed prior to contacting Arizona Blue Stake, 1800-STAKE IT (1800 -782-5348 or 811). Excavation is authorized to proceed only in accord with Arizona Blue Stake regulations and conditions.
3. The permittee shall replace and restore streets, pedestrian facilities, drainage facilities, wastewater facilities, landscaping, and other city facilities to standards current at the time of replacement or restoration as required by law.
4. If at all possible, lines will be installed by boring under the pavement.
5. If boring is not possible, a T-top trench shall be constructed in accordance with MAG Standard Detail #200. Pavement less than two years old requires a full width by 25' patch, centered on the original trench. Pavement that is between two and five years old requires a full width by 20' patch. Patch thickness shall be 4", or shall match existing pavement (whichever is greater). Small trench repairs (less than one square foot in area) can be hot patched.
6. Lines crossing pavement will be 36" deep. All pavement edges will be saw cut.
7. Non-shrink backfill shall be placed to the bottom of pavement sub-grade. Sub-grade is not to be less than 6" thick (this includes concrete slurry).
8. Asphalt Cold Patching Material may be used until such time that hot mix is available; however, an asphalt cold patch may not be used as a permanent patch. Temporary road patches must be completed within 48 hours. Permanent (hot mix) road patches must be completed within two weeks. The permittee is responsible for the maintenance of temporary patches until permanent hot patch is installed. All asphalt cuts will be saw cut, tacked and sealed by recommended materials. All asphalt patches will be warranted for one year, after final inspection and city approval.
9. The permittee shall bear all costs of any _____ relocations necessary to accomplish City Public Works Projects.
10. The permittee shall be responsible and liable for any disturbance, injury or damage to all Rights-of-Way.
11. Measures and practices shall be employed at all times to prevent erosion and the entrance of material into the storm drainage system per Chapter 13.05 of the City Code. This includes dirt, rock, debris, concrete, cement, discharging of waters, chemicals and oils. Provisions shall be made to trap and remove material entering the storm drainage system. The storm drainage system includes gutters, ditches, washes, pipes, rivers, streams, and channels.
12. BMP (Best Management Practices) shall be used at all times to prevent tracking and discharge of dirt and other materials related to the construction activity onto public streets or highways within the City of Sedona.
13. Project Permits will be valid for 60 days from date of approval, the fee is \$60.00 and an after the fact permit is \$180.00. An extension may be granted upon request by the permittee. The fee is \$50.00 for each 30 day extension beyond 60 days. General Permits are valid for one year from the date of approval. The fee for a General Permit is \$100.00.
14. For all impeding or impacting of traffic, a Traffic Control Plan must be approved before any work begins.

- Applicant agrees to hold the City of Sedona harmless for the placement and/ or operation of the encroachments approved under this permit. All encroachments approved under this permit are subject to removal at the applicant's expense within 30 days of notification if the encroachment becomes a hazard, are not maintained, or if the right of way is needed for public improvement. City Engineer reserves the right to add conditions as necessary to address issues not anticipated at the time of issuance of Right-of-Way Permit.**

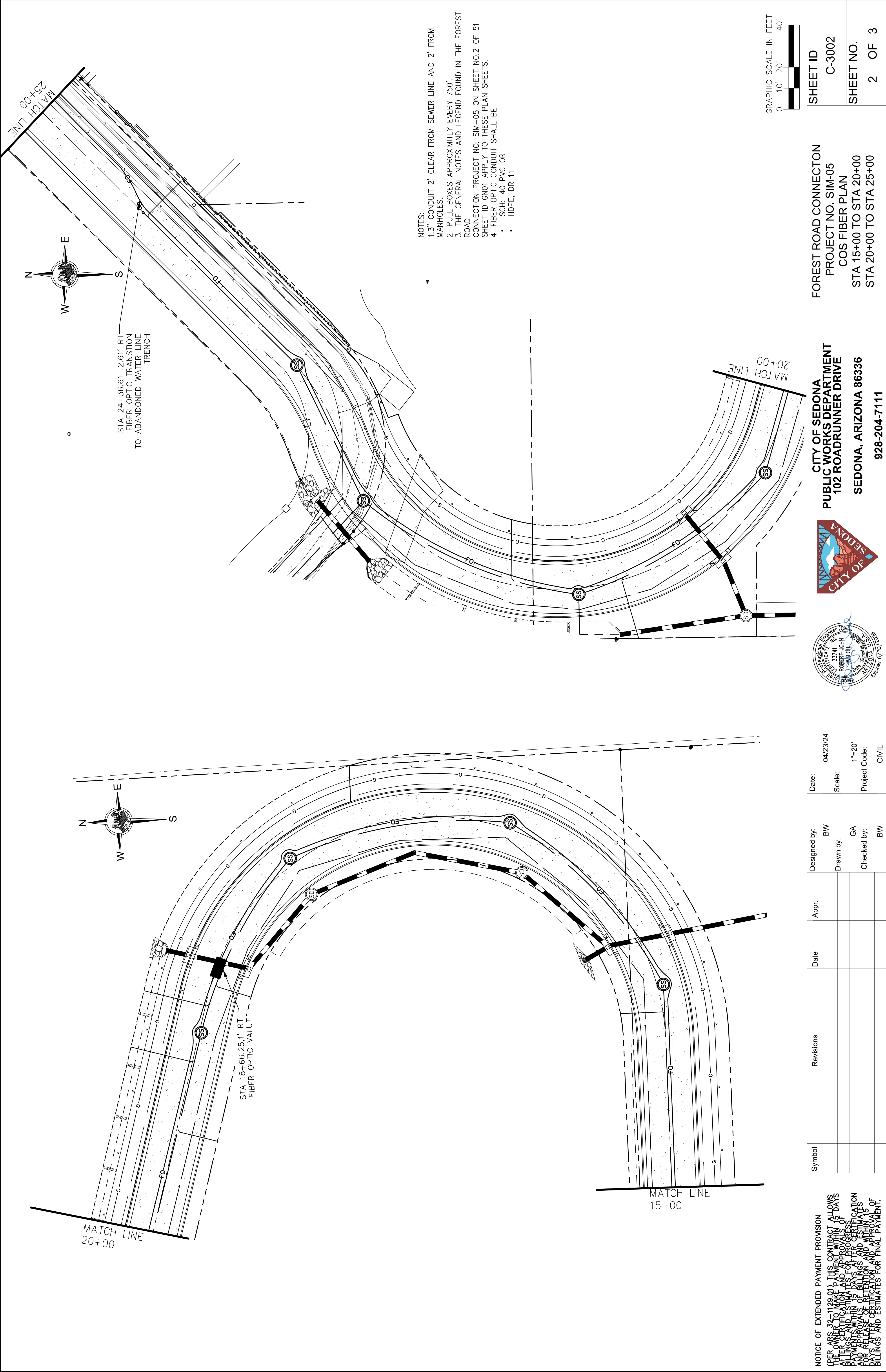
RECORD OF INSPECTIONS:

Inspected by: _____ Date: _____ Time: _____
 Inspected by: _____ Date: _____ Time: _____
 Inspected by: _____ Date: _____ Time: _____
 Date Work Completed: _____
 Comments: _____

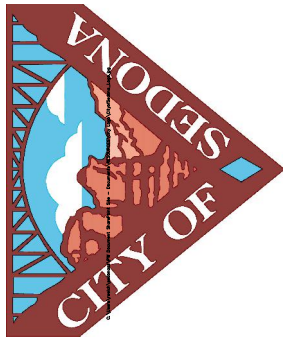
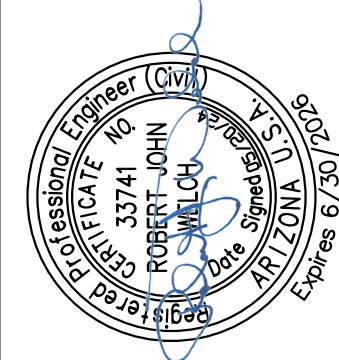
EXHIBIT B
City of Sedona Fiber Optic Conduit Locations – Completed,
Under Construction and Planned

LOCATION	DIAMETER	TRACER_WIRE	STATUS	FEET	MILES
Forest Road Extension	3"	YES	COMPLETED	1,827	0.35
SR 179	3"		COMPLETED	300	0.06
Andante Drive	3"		UNDER CONSTRUCTION	2,863	0.54
Dry Creek Road - White Bear to Gringo	1.5"		UNDER CONSTRUCTION	3,572	0.68
Dry Creek Road - White Bear to 89A			PLANNED	436	0.08
Forest Road			PLANNED	773	0.15
Coffee Pot Drive			PLANNED	2,810	0.53
Brewer Road			PLANNED	1,841	0.35
Brewer Road to Forest Road			PLANNED	1,325	0.25

EXHIBIT C
City of Sedona Fiber Optic Conduit Specifications for Forest Road
Extension Location (Completed)



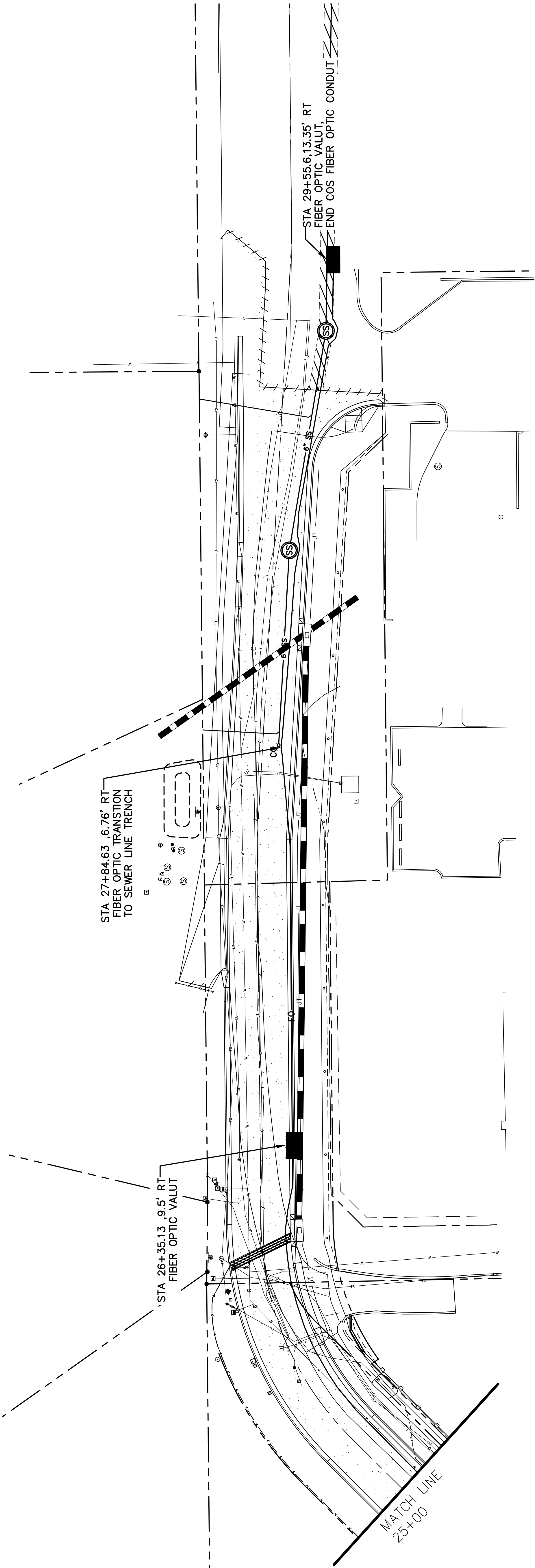
NOTICE OF EXTENDED PAYMENT PROVISION
(PER ARS 32-1129.01) THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR PROGRESS. PAYMENT WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR RELEASE OF RETENTION AND WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR FINAL PAYMENT.



CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, ARIZONA 86336
928-204-7111

FOREST ROAD CONNECTION
PROJECT NO. SIM-05
COS FIBER PLAN
STA 15+00 TO STA 20+00
STA 20+00 TO STA 25+00

SHEET ID
C-3002
SHEET NO.
2 OF 3



1. 3" CONDUIT 2' CLEAR FROM SEWER LINE AND 2' FROM MANHOLES.
2. PULL BOXES APPROXIMATELY EVERY 750'.
3. THE GENERAL NOTES AND LEGEND FOUND IN THE FOREST ROAD CONNECTION PROJECT NO. SIM-05 ON SHEET NO.2 OF 51 SHEET ID GN01 APPLY TO THESE PLAN SHEETS.
4. FIBER OPTIC CONDUIT SHALL BE

- SCH: 40 PVC OR
- HDPE, DR 11

(PER ARS. 32-1129.01) THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR PROCESSING AND APPROVALS OF BILLINGS AND ESTIMATES FOR RELEASE OF RETENTION AND WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR FINAL PAYMENT.

Designed by:	BW	Date:	04/23/24
Drawn by:	GA	Scale:	1"=20'
Checked by:		Project Code:	CIVIL

Professional Engineer (Civil)
 CERTIFICATE NO. 33741
 ROBERT JOHN SMITH
 Date Signed 8/28/2011
 ARIZONA
 Registered Professional Engineer
 Expires 6/30/2012



CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, ARIZONA 86336
928-204-7111

FOREST ROAD CONNECTON
PROJECT NO. SIM-05
COS FIBER PLAN
STA 25+00 TO STA 30+00

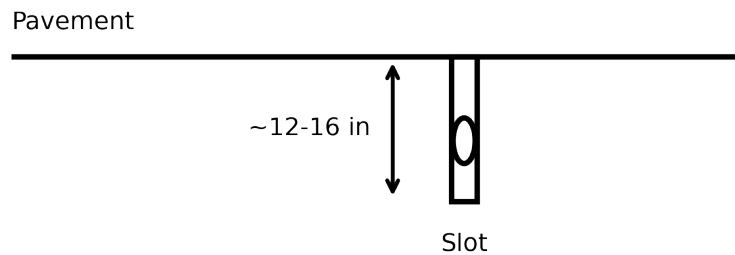
SHEET ID	C-3003
SHEET NO.	3 OF 3

EXHIBIT D
Construction Methods

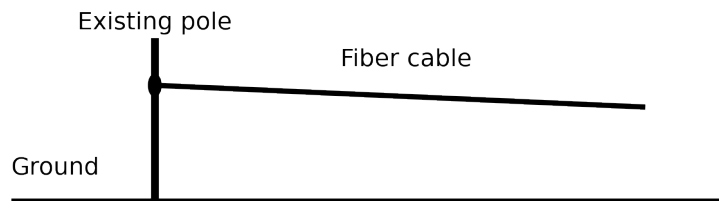
EXHIBIT D
Installation Method Definitions and Illustrations

Note: The following diagrams are conceptual illustrations intended to aid understanding. Actual construction means and methods are subject to field conditions, utility conflicts, permits, and City-approved restoration requirements.

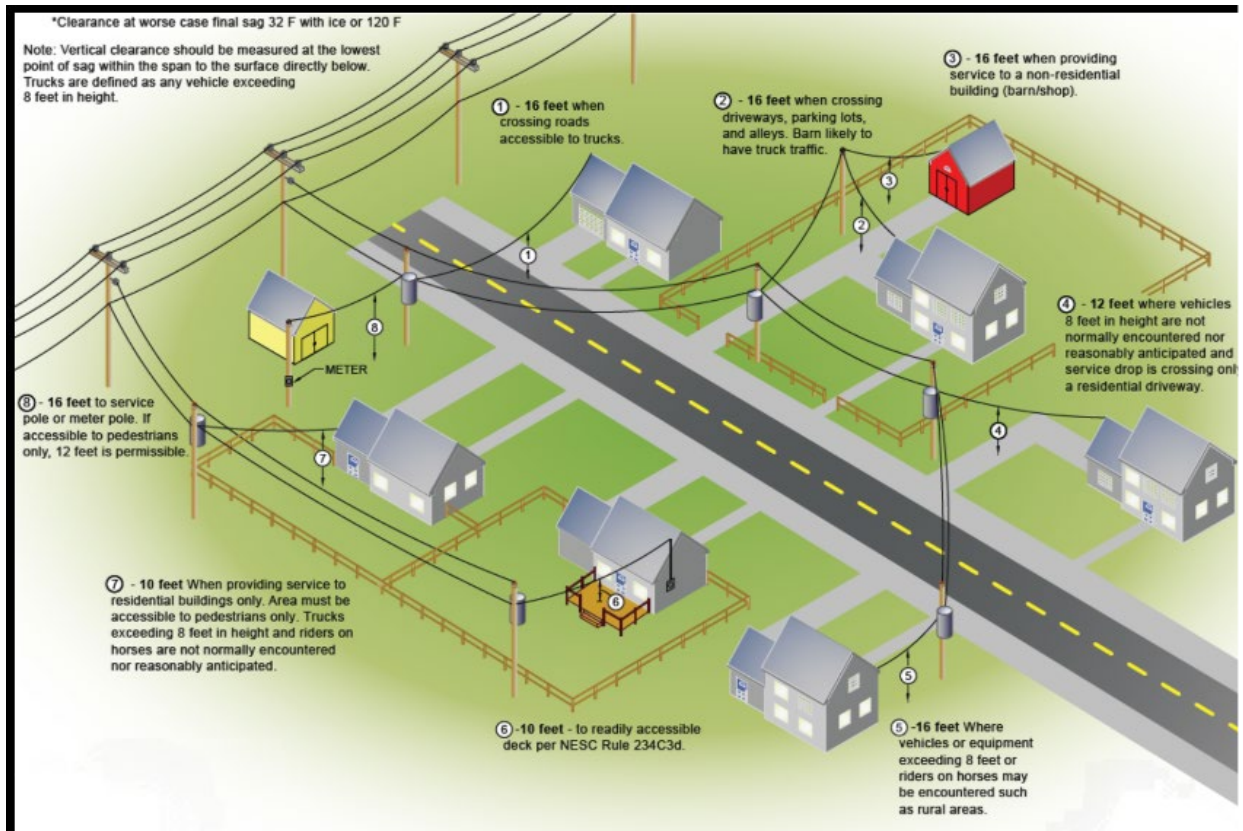
“Microtrenching” means a construction method in which a narrow saw-cut is made in an existing paved surface (typically asphalt or concrete) to install conduit and/or fiber optic cable, followed by backfill and restoration. Microtrenching generally places conduit at an approximate depth of twelve (12) to sixteen (16) inches, subject to field conditions, existing utilities, pavement structure, and City-approved restoration requirements.



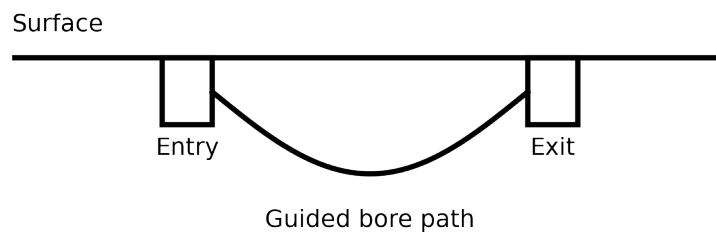
“Aerial Attachment” means installation of fiber optic cable and related facilities above ground by attachment to existing utility poles or other existing vertical infrastructure, using standard pole-attachment hardware and practices. Aerial Attachment does not include installation of new poles unless separately approved in writing by the City.



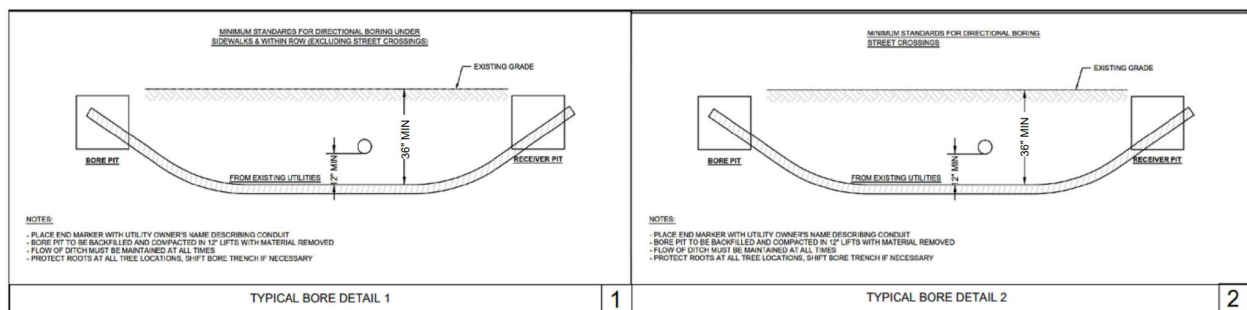
The image that appears on the following page details the National Electrical Safety Code (NESC) standards observed in connection with Aerial Attachments.



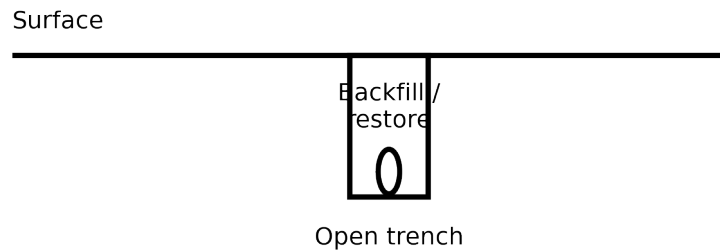
“Directional Boring” (also known as horizontal directional drilling) means a trenchless construction method that installs conduit and/or fiber optic cable underground by drilling a guided bore path between entry and exit pits, and then pulling conduit and/or cable through the bore.



The image that follows details the clearances that will be observed when utilizing Directional Boring.



“Standard Trenching” means an open-cut excavation method in which a trench is excavated in soil, unpaved areas, or paved areas (following pavement cutting as necessary) to install conduit and/or fiber optic cable, followed by backfill, compaction, and surface restoration.



“Vibratory Plowing” means a construction method that installs conduit and/or fiber optic cable by using a vibrating plow blade to create a narrow subsurface slit in soil or other unpaved material while simultaneously placing the conduit and/or cable, typically without creating a continuous open trench; used primarily in unpaved surface areas.

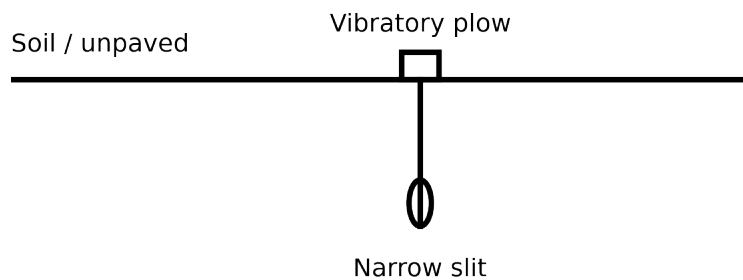


EXHIBIT E
Wecom Microtrenching Standards

EXHIBIT E

WECOM MICROTRENCHING STANDARDS

Introduction

Microtrenching

Microtrenching, also known as narrow trenching, is a technique used for installing or repairing underground utilities, such as fiber optic cables or electrical conduits. It involves creating a narrow trench in the ground using specialized equipment to minimize disruption to the surface and surrounding areas.

Definitions and Abbreviations

- FTTH: Fiber to the Home
- OSP: Outside Plant
- ISP: Internet Service Provider
- PPE: Personal Protective Equipment
- HSE: Health, Safety, and Environment
- DU: Multi-Dwelling Unit
- SLA: Service Level Agreement
- OLT: Optical Line Terminal
- ONU: Optical Network Unit
- ROW: Right of Way
- PON: Passive Optical Network
- MTS: Microtrenching System
- VTM: Vacuum Trenching Machine

Telecommunications providers are the ones implementing microtrenching to install or repair their infrastructure. They are responsible for initiating and overseeing the microtrenching project, ensuring compliance with regulations, and coordinating with other stakeholders involved in the project.

Microtrenching Crew

The microtrenching crew consists of skilled technicians or operators who are responsible for operating the microtrenching equipment and carrying out the trenching process.

Procedure

Overview

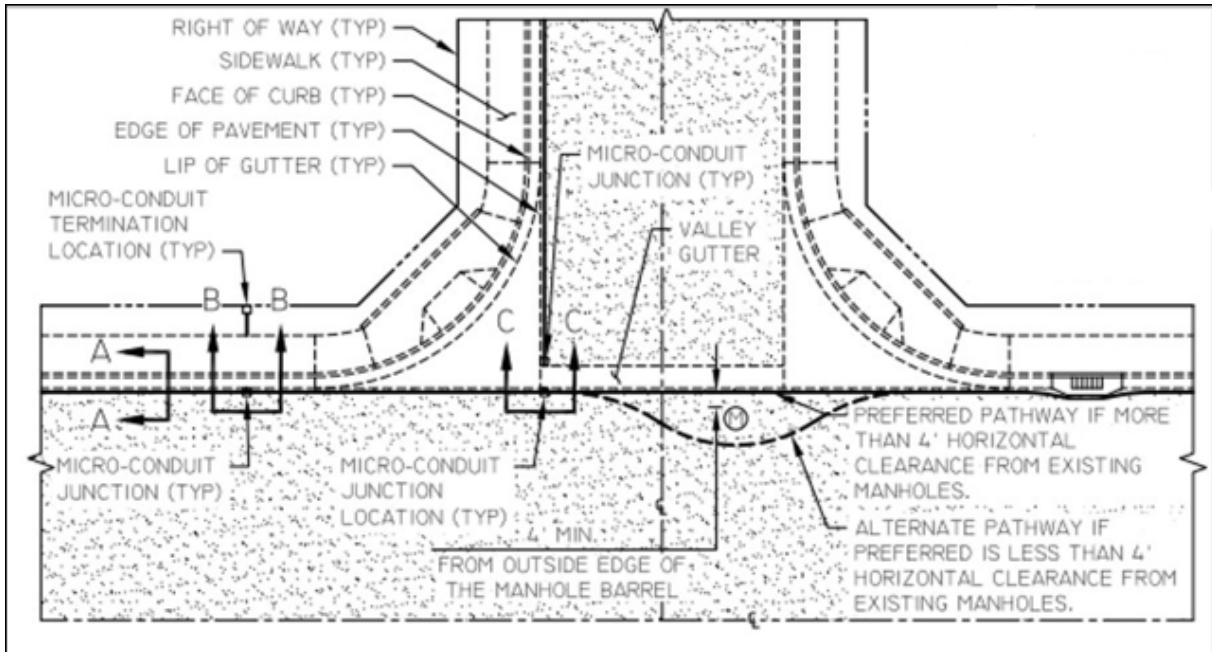
1. Planning and Design: Planning includes determining the route of the trench, considering any obstacles or existing infrastructure.
2. Permitting, Licensing, and Affiliated Bonding: obtain all necessary permits and approvals.
3. Equipment Setup: Microtrenching requires specific equipment designed for this purpose. The primary equipment includes Microtrenching equipment, which is typically mounted on a vehicle or a compact excavator, with an attached vacuum system for debris removal.
4. Trenching: The Microtrenching equipment cuts a narrow trench typically ranging from 0.5 to 2.5 inches in width from a depth of 6 to max 16 inches. The machine uses a cutting wheel or a disc to create the trench, which may be adjusted for depth and width as needed.
5. Debris Removal: As the Microtrenching equipment cuts the trench, it simultaneously vacuums the excavated material and debris. This helps to keep the work area clean and clear of obstructions, this also is a safe and effective means to control pollutants from entering our stormwater infrastructure.
6. Cable Placement: After the trench is created, the utility conduits and cables are placed within the trench. These cables are typically installed with the assistance of a cable pushers or fiber blowing machine.
7. Backfilling: Once the cables/Conduits are in place, the trench is backfilled with suitable materials to provide support and protection to the cables. The backfill should be a specifically designed controlled density fill. The controlled density fill design should consider the environment, trench width, trench depth, surroundings it is being placed in
8. Surface Restoration: Finally, the surface above the trench is restored to its original condition. This involves a sealer or Mastic with overbanding.
9. Wecom uses MAG B microtrenching standards.

Trench Alignment and Locations

All Traffic Control Plans must be reviewed by City Engineers and conform to local, state or federal standards.

- Wecom abides by the Municipal or Utility separation requirements (Power, water, gas, etc) within their standards. When separation requirements are not specified Wecom applies:
 - 12" separation to the closest utility
 - Any deviation requires municipal approval.
 - Wecom coordinates with AZ 811 and other utilities prior to construction commencement to locate all surrounding utilities
- Microtrenching is approved on all street classifications.

- Microtrenching may be utilized on each side of a street.
- Microtrenching shall be constructed and phased in to minimize interference to vehicular traffic. Microtrenching may extend through an intersection and continue adjacent to the curb on the other side of the intersection.
- If a bike lane exists, micro-trench shall be completely outside of the bike lane and be adjacent to the bike lane stripe.
- If no curb and gutter exists, all trenches should maintain an 18" to 24" offset from the edge of pavement allowing for asphalt on either side of the trench to create an optimal sealing/overbanding scenario.
- If curb and gutter do exist the trench will be place in the seem between asphalt and the curb and gutter. Any deviation requires municipal approval.



10. Forbidden Areas for Microtrenching

- Concrete streets, driveways, drive pans, as well as Bike lanes.
- Special pavements such as decorative paving, bricks, concrete pavers, exposed aggregate concrete, stamped asphalt, or other unique non-concrete or non-asphalt materials.
- Crown of the street

11. Microtrenching Requirements

- Have sufficient depth for the conduits to be installed with a minimum of 8" of cover.

- Roadbeds need to be constructed of stable materials to support the small trench size and method of excavation.
- Have maximum 2.5 inch wide trench.
- Be restored with a preapproved cementitious backfill immediately.
- Conduits must be traceable with tracer wire.

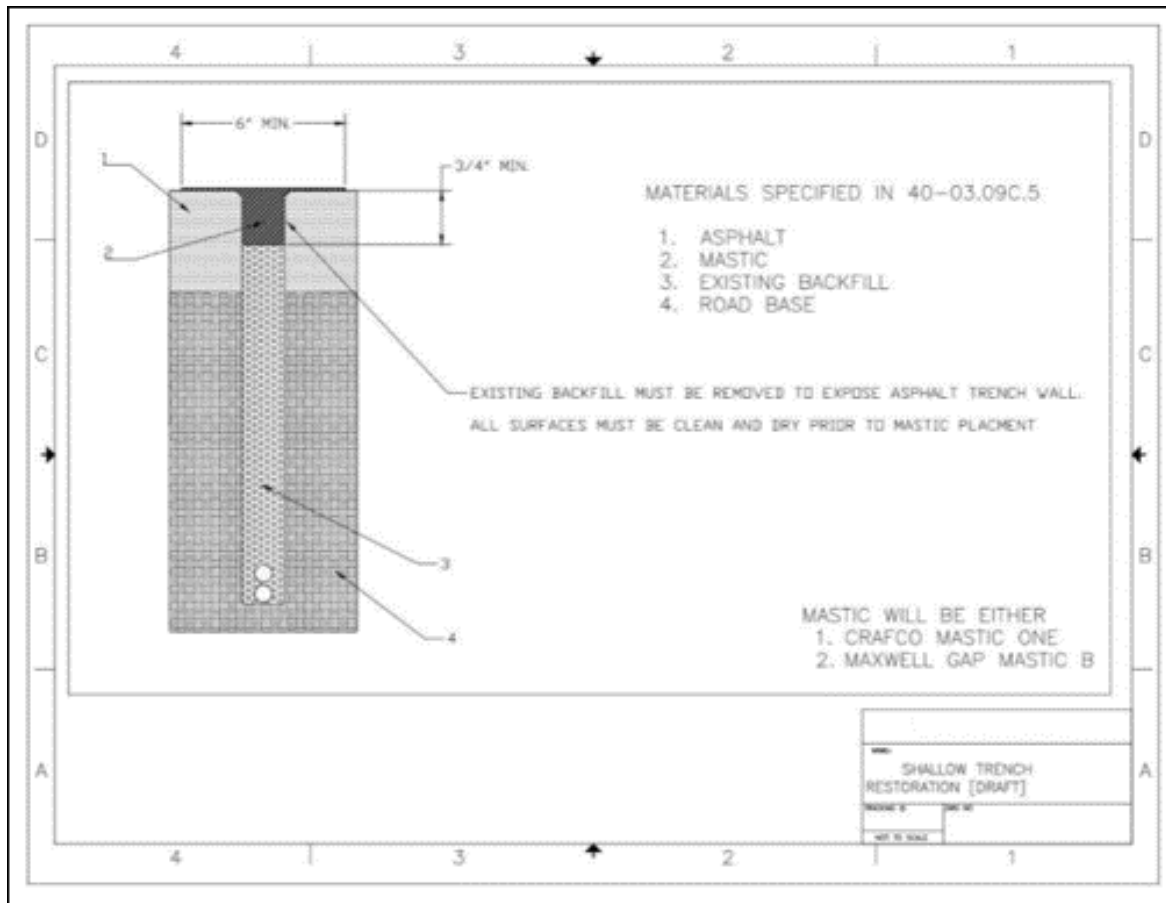
Pavement Cuts and Cores

1. Sawcuts shall be straight and clean.
2. The vertical faces of the trench must be clean, oil free, with no loose material.
3. All cuts and cores must be protected completely from vehicular or pedestrian traffic until restored.
4. Pits, cores, and cuts shall be restored following the backfill and asphalt repair procedures spelled out for trenchwork.

Backfill Procedures

BACKFILL OF ALL TRENCHES AND BORE PITS SHALL BEGIN IMMEDIATELY FOLLOWING INSTALLATION AND INSPECTION OF THE NEW FACILITY.

1. All loose concrete or rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.
2. No sand bedding shall be used, other than random spots to pin conduit down from floating.
3. The backfill material (cementitious backfill) must be a flowable type backfill with a strength of 1000-2500psi.
4. The material must freely flow to the bottom of the trench.
5. The material must be stable under traffic loads.
6. The material must be suitable for the road environment.
7. Backfill shall be self-compacting and self-consolidated to prevent the formation of air pockets.
8. The backfill material must cure for over night before asphaltic sealant is applied.
9. Wecom uses MAG B microtrenching standards.



10. Suggested mix design for flowable fill:

MIX DESIGN BAG MIX: 6.0 Engineered MIX CODE: 8100SCI-2 USE: High Strength Flowable Fill Use BASF Exceed Admix for Higher Strength MIX % SAND: 100% MIX % # 67 ROCK: 0% DESIGN PSI: 1000 PSI @ 6" SLUMP	Materials Description: Cement: Ashgrove ASTM C 150 Type II/V Fly Ash: ISG Headwaters Inc. Class F Granite Walker Pit Coarse Agg.: N/A Granite Walker Pit Sand ASTM C-33 Grace Admix DaraFill Air Concentrate BASF Exceed Admix Hillbrothers Calcium Chloride Solomon Iron Oxide 920 Black Pigment
--	---

MIX DESIGN WEIGHTS				CUBIC FEET	
CEMENT	300	196.56			1.53
	# Cement		TOTAL CEMENTITIOUS	500	
FLY ASH**	200	144.77	REPLACEMENT %	40.00%	1.38
	# Fly Ash		**Color Pigment added with Fly ash		
W/C RATIO %	0.62%	308.21	37		4.94
		LBS. WATER	GALLONS		
AIR %	20		Dosage rate at oz. / yd.	7.4	5.4
DuraFill					
BASF Exceed	5oz / 100	High Early Strength Admix			
SAND / SSD	2300	166.67	100% OF SAND		13.80
		2.671 X 62.4			
coarse agg	0	167.67	0% OF AGGREGATE		0.00
		2.687 X 62.4			
TOTAL AGGS.		2300	TOTAL C / F		27.05

Asphalt Sealer/Overband

THE ASPHALTIC SEALING MATERIAL, ALSO KNOWN AS AN OVERBAND, PLACED OVER THE TOP OF A MICROTRENCH, SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS OR THE REQUIREMENTS OF THIS STANDARD, WHICHEVER IS MORE STRINGENT.

1. The sealant shall be flush with existing surface, leaving a maximum overband appearance of 3" wide (6" width total) on each side of the excavation centerline.
2. Where the trench is adjacent to curb & gutter or other concrete surface, the sealant shall overlay the groove leaving a minimum 3" wide overband on the asphalt surface.
3. The height of the sealant above the pavement & concrete surface shall not exceed 1/4".
4. The restored surface shall be thoroughly compacted, smooth, and true to grade.

5. Restoration of any damaged traffic control devices must be completed, including but not limited to embedded loop detectors and pavement markings.
6. Approved product list for sealing:

<u>Product Name</u>	<u>Supplier</u>	<u>Product Description</u>
<u>Mastic One Part No. 33339</u>	<u>Crafco</u>	<u>Asphaltic sealer/overband; sealing and filling pavement cracks or joints over 1.5 in wide and filling potholes</u>
<u>GAP Mastic B / Mastic D</u>	<u>Maxwell Products</u>	<u>Asphaltic sealer/overband; sealing and filling pavement cracks or joints over 1 in wide and filling potholes</u>

Site Restoration

ALL SITE RESTORATION MUST COMPLY WITH LOCAL, CITY, STATE, OR FEDERAL AGENCIES

1. All construction completed in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed in this detail.
2. Concrete damage, pothole excavations or other damage in concrete facilities, shall be sawcut and removed to the nearest joint. Sidewalk panels must be entirely removed and replaced if damaged.
3. Landscape - sod shall be used for turf replacement and shall match existing adjacent turf. ruts shall be removed, and the topsoil shall be prepared to provide a smooth surface free of rock and gravel. irrigation systems shall be repaired to pre-existing conditions.
4. Restoration must be made in a timely manner. If restoration is unsatisfactory or not performed in a timely manner, all the contractor's work on the project may be halted until the restoration is completed to the satisfaction of the permitting jurisdiction.
5. A final walk is required with an inspector from the permitting jurisdiction once construction is complete. The inspector will "close out the permit once he/she accepts the work and all close-out criteria spelled out on the permit are met.

Safety Considerations

It is essential to consult relevant safety guidelines, regulations, and industry best practices specific to your location and project requirements. Additionally, involving safety professionals and conducting risk assessments can help identify and mitigate potential hazards associated with microtrenching activities.

Personal Safety

1. Personal Protective Equipment (PPE)
2. Training and Competency

Equipment Safety

1. Maintenance and Inspection
2. Safe Operation
3. Manufacturer Guidelines

Utilities Safety

1. Utilities Location and Marking
2. Utility Isolation and De-energization

Traffic and Public Safety

1. Traffic Management
2. Signage and Barriers
3. Pedestrian Safety

Environmental Considerations

1. Erosion and Sedimentation Control
2. Protection of Vegetation and Water Bodies
3. Compliance with Environmental Regulations

Emergency Preparedness

1. Emergency Response Procedures
2. First Aid and Emergency Equipment
3. Emergency Contact Information

Communication and Coordination

1. Clear Communication Channels
2. Role and Responsibility Awareness

Training and Competency

1. Comprehensive Training
2. Ongoing Competency Assessment

EXHIBIT F
In-Kind Trade Terms

EXHIBIT F
In-Kind Trade Considerations

As contemplated by Section 3.2.1 of the Agreement, Licensee shall install fiber connecting the City locations identified therein. The cost to Licensee of installing such fiber is **\$4,569,600**, consisting of ~98,160 feet of fiber at \$5.00 per foot (\$490,800) and ~74,160 feet of conduit at \$55.00 per foot (\$4,078,800).

As contemplated by Section 3.1 of the Agreement, the City will permit Licensee to use certain City-owned fiber optic conduit (as described in Exhibit B to the Agreement). The parties agree that the value of such City-owned fiber optic cable is **\$1,320,000**, consisting of ~24,000 feet of conduit at \$55.00 per foot.

Taking into account the relative in-kind contributions made by Licensee and the City, the parties agree that Licensee shall be entitled to a credit to all fees payable under the Agreement in the amount of **\$3,249,600**.

Accordingly, Licensee shall not be required to make any payments pursuant to Section 6 of the Agreement (other than any applicable taxes owed to the City) until the credit balance described above has been reduced to \$0. The License fee for a partial year after the credit balance has been reduced to \$0 shall be pro-rated based on the annual gross revenues generated within City limits for that partial year.



**CITY COUNCIL
AGENDA BILL**

**AB 3335
March 24, 2026
Regular Business**

Agenda Item: 9e

Proposed Action & Subject: Discussion/possible action for approval to pursue the FY27 Congressionally Directed Spending (CDS) funding through the offices of Senator Mark Kelly and Senator Ruben Gallego for the SIM5D – Brewer Road/Ranger Road Roundabout (RAB) construction project (total cost of \$5,412,064). The CDS funding request will be for the typical maximum amount of \$3,000,000.

Department Public Works – Kurtis Harris, PE

Time to Present 5 minutes

Total Time for Item 15 minutes

Other Council Meetings None

Exhibits None

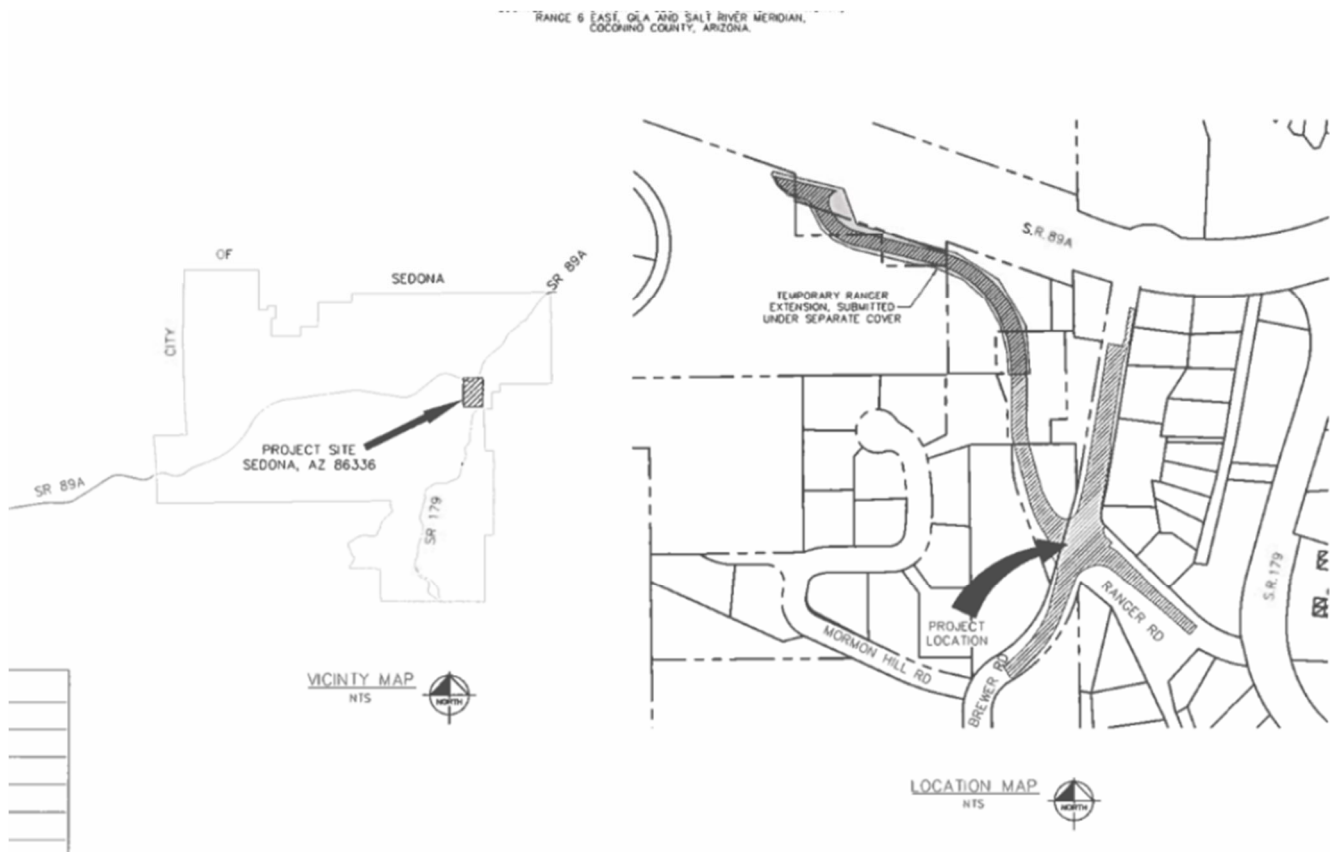
Finance Approval	Reviewed 3/17/26 BGW	Expenditure Required \$ 2,412,061 local match
City Attorney Approval	Reviewed 3/16/26 KWC	
City Manager's Recommendation	Recommend approval ABS 3/17/26	Amount Budgeted \$ 1,780,850 (FY27 Budgeted for BUILD grant), \$631,211 Other Capital Funding Account No. 22-5320-89-6877 (Description) 48-5320-89-6877

SUMMARY STATEMENT

Background: The City of Sedona applied for FY26 Congressionally Directed Spending (CDS) and was not selected. The reason offered was that priority was given to FY25 projects that were not funded. CDS staff suggested that the City apply again, because the Brewer/Ranger Road Roundabout project aligns with the Senator's goals for a shovel-ready, highly desired transportation project. A BUILD grant was submitted for this project on February 26th. On Monday, February 23rd, the offices of Senators Mark Kelly and Ruben Gallego released the FY27 Congressionally Directed Spending Notice of Funding Opportunity for items to be included in the FY27 appropriations bills. Award announcement is anticipated between November 2026 and Spring of 2027, depending on the appropriations bill being accepted through Congress and passed into law. On March 4, a mandatory webinar was held with eleven potential applicants. A maximum request of \$3,000,000 was established, and the due date is March 20th. Staff has submitted the grant application in order to meet the deadline, based on

the Council's prior approval to apply for these funds last year. If Council decides not to approve the grant application this year, staff will withdraw the application.

SIM5D – Brewer Road/Ranger Road Roundabout. The roundabout project consists of construction only and is shovel-ready to improve the existing Ranger Road/Brewer Road intersection and extension of Ranger Road to SR89A at the location of the future roundabout at the intersection of Forest Road Extension and SR89A. Traffic modeling and studies have determined that a roundabout at the subject Ranger Road / Brewer Road intersection will be the most efficient configuration.



Status: The project is shovel-ready and can be put out to bid with 100% design, with only one more easement to acquire. Environmental considerations were assessed for the FEMA Floodplain permit through the ACOE. The project is shovel-ready for construction bidding, with one remaining easement to acquire. SHPO clearance is anticipated but has not yet been initiated due to timing considerations, as approval would trigger a one-year completion window for construction. Construction is expected for FY27.

Funding Request: The Engineer's Opinion of Probable Costs (EOPC) for SIM5D is \$5,412,064. The City is requesting \$3,000,000 in CDS funding, which would require a local match of \$2,412,064.

Of that amount, \$1,780,850 is currently budgeted in FY27 for the BUILD grant local match, leaving a remaining balance of \$631,214 to be identified. If CDS funding is awarded, this

remaining amount will be funded through other available capital funding sources, subject to Council approval.

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

Promotes a reduction in transportation-sector emissions by increasing access to and use of clean fuel resources. Transportation & Land Use Goal: “Reduce transportation emissions and enhance community mobility” (Climate Action Plan pg. 17). One of the strategies is “Develop and maintain a safe, convenient, and effective system for walking, biking, and other active forms of transportation.” This project will reduce CO2 emissions while improving safety for vulnerable road users by reducing lane departures and speeds of vehicles.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): A denial of this request would result in staff withdrawing the application and foregoing the opportunity to secure up to \$3,000,000 in external funding for this project.

MOTION

I move to: authorize the City to apply for the FY27 Congressionally Directed Spending (CDS) funding opportunity for the construction of SIM5D – Brewer Road/Ranger Road. Roundabout, to authorize the provision of the required local match, and allow the City Manager to sign all necessary documents, subject to the approval of the City Attorney’s office.



CITY COUNCIL AGENDA BILL

AB 3313
March 24, 2026
Regular Business

Agenda Item: 9f

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

Department	City Manager's Dept./Lauren Browne
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	Council Retreat, December 16, 2025; December 17, 2025; January 13, 2026; January 27, 2026; February 10, 2026; February 24, 2026; March 10, 2026
Exhibits	A. City of Sedona Legislative Agenda B. City Council Protocols & Guidelines Legislative Affairs

Finance Approval	Reviewed 03/09/26 BGW	
City Attorney Approval	Reviewed 3/16/26 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 3/09/26 ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona including state budget, Short-Term Rentals, local zoning and preemption bills, voting, and off-highway vehicles. The League of Arizona Cities and Towns, the City's legislative advocate Kathy Senseman of PDG group, and City staff routinely monitor bills of interest as they progress through the legislative process. The 2026 legislative session opened on January 12, 2026, which the Mayor attended at Representative Selena Bliss' invitation.

To prepare for the 2026 session, Kathy Senseman and deputy city manager Lauren Browne presented a draft Legislative Agenda and Protocols & Guidelines documents for Council's review and direction. The final drafts were adopted and approved as amended on January 13, 2026.

A legislative update will be regularly scheduled on council meeting agendas during the 2026 session to provide a summary update on relevant bills and the proposed State budget, to

answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: TBD

Legislative Agenda Final

- 1) **Defend Local Authority:** Protect and enhance local authority and decision making.
 - a. Protect the City from legislation that pre-empts local authority or expands state control of local affairs.
 - b. Oppose any bills that weaken the City's local zoning and land use authorities, or weaken neighboring resident and property owner participation in re-zoning decisions.
 - c. Defend the City's authority to manage its personnel and operations locally.
 - d. Support short-term rental legislation that gives cities that ability to determine caps or limits.
 - e. Repeal SB 1487 (State Revenue Withholding).
 - f. Repeal the current expenditure limitation formula or advocate to re-calculate the formula so that it better suits our unique tourism population influx.
- 2) **Protect City Funding:** Defend against any cuts to State-Shared Revenues, HURF, and other State funds dedicated to local governments.
 - a. Protect State-Shared Revenues from any reductions or sweeps.
 - b. Protect and increase Highway User Revenue Funds (HURF), and advocate to require electric vehicles (EVs) to contribute to HURF, for cities to improve transportation infrastructure and road maintenance and repair programs.
 - c. Oppose any legislation that would reduce the ability for cities to receive user fees from EVs.
 - d. Oppose unfunded mandates on cities.
 - e. Provide cities and counties greater flexibility on local bond issuances.
 - f. Provide more flexibility in the application and use of local impact fees to better address growth impacts in cities and towns.
- 3) **Invest in Local Economies and Infrastructure:** Support the ability of cities to utilize strong economic development tools, support local businesses, and increase infrastructure investment.
 - a. Support legislation and funding to assist in the development of affordable housing.
 - b. Advocate for ADOT funding for local transportation improvements.
 - c. Support funding for wastewater plant upgrades.

- d. Support funding for implementation of federal/state water quality standards, including Per- and Polyfluoroalkyl Substances (PFAS) regulations.
 - e. Support state level efforts to ensure affordable and accessible fire insurance coverage for Sedona residents.
- 4) **Protect the Environment**: Support strong environmental management policies and practices.
- a. Advocate for state funding in regional forest health projects while also reducing wildfire risk to the built environment.
 - b. Support legislation that protects public assets, including laws to protect public safety on those public lands.
 - c. Oppose expanded use, increased weights, and other public off-highway vehicle (OHV) health and safety concerns
- 5) **Protect election laws**: Defend against election law changes that prevent citizens from exercising their right to vote.
- a. Oppose legislation that creates any barriers for Sedona citizens to easily vote – including by mail – and/or to register to vote.

City Council Protocols and Guidelines Legislative Affairs

City Council agrees to the following in regard to all legislative affairs:

- Bill positions will be made by the Council. Staff will prepare a list of bills to be reviewed and discussed at the earliest Council meeting. Council will determine if a City position is warranted and direct staff to communicate that position appropriately.
- Due to the timing of the session and the frequency of legislative committee action it may not always be timely to take a bill before Council. In that event the following protocol will be utilized:
 - Council will approve a Legislative Priorities document that will serve as the guiding document for any staff or lobbyists actions taken outside of Council direction.
 - Staff and/or the lobbyist may sign into the Request to Speak (RTS) system with short notice on behalf of the City on specific bills that meet the criteria outlined in the legislative priorities document.
 - At the next regularly scheduled Council meeting any bill that required immediate action will be on the agenda to discuss and have Council confirm the position taken.
 - The Mayor may sign letters of support/opposition that align with the Legislative Priorities document to ensure the City's voice is timely.
 - Issues not covered by the Legislative Priorities will be first brought to Council.
- When City staff is asked for feedback on bills or comments on general issues, they may do so, with these requests to be shared with City Council either via email or at the next City Council meeting during the legislative update agenda item. Staff comments do not indicate support or opposition of the bill by the City.
- Any outside group/constituent/stakeholder will be invited to approach Council Members directly - rather than approaching staff - for their determination of whether to bring the position request before the Council for discussion.
- Staff shall maintain a rotation of Council Members to determine who attends lobbying trips to the Capitol. This is intended to ensure every Council Member is given an equal opportunity to engage in the process and represent the City.



CITY COUNCIL AGENDA BILL

AB 3066
March 24, 2026
Regular Business

Agenda Item: 9g
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 03/09/26 BGW	
City Attorney Approval	Reviewed 03/16/26 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 03/09/26 ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

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

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
4/14/2026	Tuesday	3:00 p.m.					
				Discussion and consultation regarding personnel matters, specifically to discuss City Manager Anette Spickard's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).	Executive Session	Spickard	60 min
4/14/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3341 Discussion/possible action regarding approval of a Construction Contract with XXXXX for the Manhole Rehabilitation Project in an amount not-to-exceed \$XXXXXX.XX.	Regular	Holland	15 min
				AB 3327 Discussion/presentation/possible action regarding The Tourism Program's strategy for the Summer 2026 Destination Marketing Campaign. City Staff is proposing a continuation of the Redefine Desert campaign concept for the Summer 2026 Destination Marketing Campaign. The proposed budget for the campaign is within what was budgeted for this activity in the FY26 Tourism Program budget.	Regular	Grossmann	90 min
				AB 3340 Discussion/possible action to approve and implement an Arizona State Retirement System (ASRS) Funding Policy with a goal of 100% funded within five (5) years	Regular	Whitehorn	45 min
				AB 3337 Discussion/possible action regarding City Manager Directive prohibiting the use of City property for immigration enforcement actions.	Regular	Spickard	30 min
				AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Browne	30 min
				AB 3066 Discussion/possible action on future meeting and agenda items.	Regular	Spickard	10 min

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	Tuesday	3:00 p.m.				TBD	Executive Session	Christianson		
4/28/2026	Tuesday	3:30 p.m.				Amend bylaws of the Sedona Wastewater Municipal Property Corporation (SWMPC)	SWMPC			30 min
4/28/2026	Tuesday	4:30 p.m.								
							Consent			
						AB 3342 Discussion/possible action regarding adoption of an Ordinance amending Sedona City Code Chapter 8.25 (Noise Regulation), Section 8.25.050 (Construction of buildings and projects) to comply with new State law.				
						AB 3333 Discussion/presentation from xxxx of APS to provide an update regarding emergency power shutoff/wildfire safety protocols and planning.	Consent	Coady		15 min
						AB 3338 Discussion/possible action regarding Western Gateway/Cultural Park amphitheater survey conducted in March 2026.	Regular	Spickard		45 min
						AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXXXX.	Regular	Spickard		55 min
							Regular	Phillips		45 min

					AB 3324 Discussion/possible action for approval of construction contract to construct ST-02 Rodeo Drainage Improvement in the amount of \$189,592.66 with Mulcaire & Sons Contracting, LLC.	Regular	Phillips	30 min
					AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Browne	30 min
					AB 3066 Discussion/possible action on future meeting and agenda items.	Regular	Spickard	10 min
4/29/2026	Wednesday	4:30 p.m.			1st Work Session/listening session off-site CC	Listening Session		2 hours
5/12/2026	Tuesday	3:00 p.m.			TBD	Executive Session	Christianson	
5/12/2025	Tuesday	4:30 p.m.				Consent		
						Regular		
					AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Browne	30 min
					AB 3066 Discussion/possible action on future meeting and agenda items.	Regular	Spickard	10 min
5/13/2026	Wednesday	4:30 p.m.						
5/26/2026	Tuesday	3:00 p.m.			TBD	Executive Session	Christianson	
5/26/2026	Tuesday	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	Tuesday	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
						AB 3331 Discussion/presentation regarding an update on the Coconino National Forest/Red Rock Ranger District by District Ranger Alex Schlueter.		Regular	Spickard	60 min
						AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.		Regular	Browne	30 min
						AB 3066 Discussion/possible action on future meeting and agenda items.		Regular	Spickard	10 min
5/27/2026	Wednesday	4:30 p.m.								
						AB 3315 Discussion/possible direction regarding updated building codes.		Special	Mertes	2.5 hours
6/9/2026	Tuesday	3:00 p.m.								
						TBD		Executive Session	Christianson	
6/9/2026	Tuesday	4:30 p.m.								
								Consent		
						AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.		Regular	Browne	30 min
						AB 3066 Discussion/possible action on future meeting and agenda items.		Regular	Spickard	10 min

6/10/2026	Wednesday	4:30 p.m.				AB 3336 Discussion/possible direction on sustainability code recommendations for energy, mobility, waste, water, and climate resiliency.	Special	Beck	2 hours
					TBD		Executive Session	Christianson	
6/23/2026	Tuesday	3:45 p.m.				Discussion/possible action regarding approval of minutes from May 27, 2025.	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 Fairfield Community CFD.			
6/23/2026	Tuesday	4:00 p.m.							
						AB 3290 Public Hearing/discussion/possible 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	Tuesday	4:30 p.m.							
							Consent		
							Regular		
6/24/2026	Wednesday	4:30 p.m.					Special		
7/14/2026	Tuesday	3:00 p.m.				TBD	Executive Session	Christianson	
7/14/2026	Tuesday	4:30 p.m.					Consent		

					AB 3328 Discussion possible action regarding Small Grant and Arts & Culture Grant award recommendations.	Regular	Turck	45 min
7/15/2026	Wednesday	4:30 p.m.				Special		