

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

Tuesday, September 22, 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 "Public Comment Card" and place it in the comment tray.
*When recognized, use the podium/microphone and state your name and city of residence
*Limit comments to 3 MINUTES.

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
2. ROLL CALL
3. CONSENT ITEMS - APPROVE
 - a. Minutes - September 8, 2026 City Council Special Meeting - Executive Session.
 - b. Minutes - September 8, 2026 City Council Regular Meeting.
 - c. Minutes - September 9, 2026 City Council Special Meeting.
 - d. Minutes - September 9, 2026 City Council Special Meeting - Executive Session.
 - e. AB 3378 Approval of Amendment #2 to the Home Energy Retrofit Project Agreement with CozyHome LLC for two years at \$90,000 for each renewal year, for a total amount not to exceed \$180,000.
 - f. AB 3363 Approval of a five-year contract for Sales Tax Audit Services with Albert Holler & Associates, via linking agreement through the City of Yuma, in the amount of \$60,000 per year, for a total contract cost not-to-exceed \$300,000.
 - g. AB 3387 Approval of a three-year contract for Citywide Pavement Marking Services with Traffic Safety, Inc. in an amount not-to-exceed \$240,000.00.
 - h. AB 3392 Approval of a recommendation regarding a Liquor License Agent Change/Acquisition of Control application for the Series 9 Liquor Store License for Walgreens, store #4065, located at 1995 HWY 89A, Sedona, AZ (Job/Application #408077).
 - i. AB 3394 Approval of a letter from City Council to Congressman Crane in support of the designation of the Upper Verde River as a Wild and Scenic River.
 - j. AB 3370 Approval of an Agreement between the City of Sedona and Arizona Water Company related to water-system improvements in Uptown Sedona.
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 3349 **Discussion/possible action** for approval of an Ordinance amending SCC Article 15 (2024 I-codes and the 2023 National Electrical Code).
 - c. AB 3382 **Discussion/possible direction** regarding a tourism update including the results of the summer 2026 marketing campaign, the winter 2026/2027 campaign strategy, the year-round high-net worth individual marketing strategy, and approval of a contract amendment for DVA in an amount not-to-exceed \$736,000 for marketing services.
 - d. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

Page 2, City Council Meeting Agenda Continued

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

Tuesday, September 22, 2026

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.

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:

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

11. ADJOURNMENT

Posted: 09/16/2026

By: DJ

JoAnne Cook, CMC, City Clerk

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 8, 2026, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

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

Staff Present: City Manager Anette Spickard, Interim City Attorney Monique Coady, Human Resources Manager Russ Martin, and City Clerk JoAnne Cook.

Motion: Councilor Kinsella moved to go into Executive Session at 3:01 p.m. Seconded Councilor Dunn. Motion carried with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff and Hosseini) and zero (0) opposed.

3. Executive Session

JoAnne Cook gave the admonition.

- a. Discussion and consultation regarding personnel matters, specifically to discuss the recruitment for employment, and/or appointment of a person to fill the City Attorney position and for legal advice with the City Attorney. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1&3).**

JoAnne left the meeting at 3:33 p.m. Monique Coady entered the meeting at 3:33 p.m. and left at 3:57 p.m. Anette Spickard entered the meeting and left 3:51 p.m. and left at 3:57 p.m. Russ Martin entered the meeting 4:18 p.m.

- b. Discussion and consultation regarding personnel matters, specifically to discuss City Manager's resignation, the recruitment and/or appointment of a person as Interim City Manager, and for legal advice with the City Attorney. This matter is brought in executive session pursuant to A.R.S. 38- 431.03(A)(1&3).**
- c. Return to open session. Discussion/possible action regarding executive session items.**

Reconvened in open session at 4:24 p.m.

Motion: Councilor Kinsella moved to regretfully accept the resignation of City Manager, Anette Spickard effective, November 3, 2026. Seconded Councilor Dunn. Motion carried with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff and Hosseini) and zero (0) opposed.

Motion: Councilor Kinsella moved for the Human Resources Manager to proceed with direction given in the executive session. Seconded Councilor Pfaff. Motion carried with

seven (7) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff and Hosseini) and zero (0) opposed.

4. Adjournment

Mayor Ploog adjourned the meeting at 4:26 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 8, 2026.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 8, 2026, 4:30 p.m.

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

Mayor Ploog called the meeting to order at 4:30 p.m. and announced item 9b AB #3388 will be moved up prior to item 3. Consent Items.

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy, City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, Interim City Attorney Monique Coady, Police Chief Stephanie Foley, Police Commander Jason Young, Sustainability Manager Bryce Beck, Director of Financial Services Jordan Corneliusen, Assistant Director of Public Works Jon Ebers, Community Development Director Tony Allender, Planning Manager Cari Meyer, Public Relations Analyst Kegh Hall, Communications Manager Julie Grahm, Emergency Management Coordinator Chance Wnuck, Housing Coordinator Laura Stewart, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

The roll call was conducted by JoAnne Cook. Nancy Lattanzi introduced Artist Pamela DeLay. Pamela shared the inspiration behind her work and a slide show that highlighted some of her artwork.

3. Consent Items

- a. **Minutes - June 12, 2026 City Council Special Meeting - Executive Session.**
- b. **Minutes - August 25, 2026 City Council Regular Meeting.**
- c. **Minutes - August 26, 2026 City Council Special Meeting.**
- d. **Approval of Ovarian Cancer Survivor Month Proclamation, September, 2026.**
- e. **Approval of Constitution Week Proclamation, September 17-23, 2026.**
- f. **AB 3384 Approval of a recommendation regarding a new Series 12 Restaurant, Liquor License for 89AGAVE CANTINA, located at 254 N HWY 89A, Sedona, AZ (Job/Application #406771).**
- g. **AB 3386 Approval for staff to apply to the 2026 ADEQ Recycling Grant Program for the development and implementation of a city recycling and diversion program for residential refrigerants and large appliances, for up to the maximum allowed amount of \$250,000.**

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

4. Appointments - None.

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

Mayor Ploog and Sustainability Manager, Bryce Beck attended the Mayor, Manager, Supervisor Bi-Annual Breakfast, the topic was the designation of the Upper Verde River as a Wild and Scenic River from a congressional act. She announced that Chance Wnuck, Emergency Management Coordinator for the Sedona Police Department, received the prestigious “Rising Star” award from the Arizona Association of Emergency Managers. He was also selected to be the association's secretary for a two-year term. Chance thanked Council for the recognition.

Councilor Dunn invited all interested to attend Sedona Airport Wings and Wheels Event on Saturday, October 10, 2026, 9:00 AM – 3:00 PM; and, she said the commemorative paver brick to be placed at the Airport Scenic Overlook is underway. Those interested in detail may visit sedonaairport.org/overlook-brick-program. Bricks can be purchased on the website by a credit card or a mailed check.

Councilor Furman gave an update on the work of the Finance Audit Subcommittee.

6. Executive Session Report

Monique Coady advised that Council regrettably accepted the resignation of City Manager, Anette Spickard effective November 3, 2026, and directed HR director to proceed with direction in executive session.

7. Public Forum

Opened to the public at 5:09 p.m.

Tim Perry, Sedona, spoke regarding the rights of speakers during Public Forum.

Jon Thompson, Sedona, spoke regarding animal agriculture and advised he will bring this topic “Moment of Moo”, during multiple public forum items. Email Jon at sedonajon@me.com with questions and comments.

Brought back to City Council at 5:15 p.m.

8. Proclamations, Recognitions & Awards - None.

a. Constitution Week Proclamation, September 17-23, 2026.

Daughters of the Revolutions Regent Director, Anne Crosman and Roberta Rust thanked Council for their support.

b. Recognition of Layla’s Bakery and Chocolatree for certification in Sustain Sedona, a Ripple Effect Program.

Mayor Ploog recognized Layla’s Bakery and Chocolatree for their certification. Sarah Estrada, Sustainability Coordinator presented the certificates to the businesses and highlighted their sustainability efforts.

9. Regular Business

a. Discussion/possible action regarding items pulled off “3. Consent Items”

b. AB 3388 Presentation regarding the Yavapai County ballot measure to increase the Yavapai County Jail District excise (sales) tax by ¼ of a cent.

Presentation by Yavapai County Supervisor, Nikki Check, County Manager Phil Bourdon
Questions from City Council.

Opened to the public at 4:54 p.m.

Tim Perry, Sedona, spoke in opposition to a tax increase.

Brought back to City Council at 4:57 p.m.

Comments and questions from City Council.

c. AB 3372 Public hearing/discussion/possible action regarding a request for a Time Extension to extend the expiration date for the Village at Saddlerock Crossing (100 unit hotel and 46 housing units). The property is located at 1259 W State Route 89A (APN 408-26-004D). Case Number: PZ26-00004 (TE); Original Application: PZ19-00005 (ZC, DEV) Owner/Applicant: Baney Corporation (Curt Baney, Travis Hansen).

Presentation by Cari Meyer. Curt Baney and Benjamin Tate of Withey Morris Baugh answered questions on behalf of the Baney Corporation.

Questions from City Council.

Opened the Public Hearing at 5:44 p.m.

Tim Perry, Sedona, spoke in favor of the request for extension.

Brought back to City Council at 5:46 p.m.

Comments and questions from City Council.

Motion: Councilor Furman moved to approve case number PZ26-00004 (TE), Village at Saddlerock Crossing Time Extension, consistent with the approval criteria in LDC Section 8.3.H(3)d, and subject to the conditions of approval listed in Exhibit C to this agenda bill. Seconded by Councilor Pfaff. Vote: 6-0 Motion passed with six (6) in favor (Ploog, Fultz, Dunn, Furman, Pfaff, and Hosseini) and one (1) opposed (Kinsella).

Break at 5:52 p.m. Reconvened at 6:11 p.m.

d. AB 3380 Presentation/Discussion/possible action related to the Balanced Housing Strategy.

Presentation by Tony Allender and Laura Stewart.

Questions and comments from City Council.

Opened to the public at 7:34 p.m.

Tim Perry, Sedona, spoke against the item.

David Key, Sedona Chamber of Commerce, spoke in favor of the item.

Rich Gay, Sedona, commended staff for their willingness to listen, he encouraged staff to

continue efforts for more public outreach and engagement.

Mary Chicoine, Lake Montezuma and Executive Director of the Verde Valley Community Development Organization, spoke in favor of the item.

Brought back to Council at 7:45 p.m.

Comments and questions from City Council.

Council directed staff to:

- Simplify the strategies/tasks/actions and eliminate those that staff recommend not pursuing.
- Provide criteria/means of prioritization so that Council can provide direction on order of actions/effort.
- Establish a series of annual benchmarks to measure progress.
- Amend the Implementation Program to fully consider workload/level of effort.
- Provide a table of responses to comments.

Staff will return to Council for consideration on October 13, 2026.

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

Mayor Ploog requested an agenda item for approval of a letter written to Congressman Craig, from City Council, in of support of the designation of the Upper Verde River as a Wild and Scenic River. Council supported her request. The item will be placed under Consent Items on the September 22nd meeting.

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:

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

No executive session was held.

11. Adjournment

Mayor Ploog adjourned the meeting at 8:22 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 8, 2026.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Community Library Sedona
3250 White Bear Road, Sedona, Arizona
Wednesday, September 9, 2026, 4:00 p.m.**

1. Call to Order

The meeting was called to order at 4:02 p.m. with an introduction by Community Development Director Tony Allender, followed by introductions from the Council members.

2. Roll Call/Introductions

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

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Deputy City Manager Barbara Whitehorn, Police Chief Stephanie Foley, Emergency Management Coordinator Chance Wnuck, Police Records Technician Meaghan Turner, Community Development Director Tony Allender, Assistant Director of Community Development Steve Mertes, Planning Manager Cari Meyer, Senior Planner Christian Santa, Public Relations Analyst Kegn Hall, Parks and Recreation Director Josh Ferwin, Short-term Rental Program Supervisor Teresah Arthur, Sustainability Coordinators Zachary Schwartz and Sarah Estrada, NAU Student Sustainability Intern Olivia Drogosz, Special Events Coordinator Jason Vargo, GIS Manager Aaron Seifert, Marketing Manager Rob MacMullan, Communications & Public Affairs Manager Julie Graham, Website and Marketing Coordinator Yvonna Cazares, Tourism Manager Andrew Grossmann and Deputy City Clerk Marcy Garner.

3. Special Business

a. Presentation on the Fire Safe Sedona program and emergency preparedness.

Presentation by Chance Wnuck and Christian Santa.

b. Conversation with the community and City Council regarding community participation in the Fire Safe Sedona program and evacuation preparedness.

There were five tables set up with a different topic at each table. Councilors rotated to a different table every ten minutes. Staff assisted as scribes and wrote down input from participants as they rotated to each table topic.

The five table topics were the following:

How do we encourage communities to participate in Fire Safe Sedona?

How do we encourage property owners to participate in Fire Safe Sedona?

Feedback on Pocket Fire public communications.

How would you like to see evacuation procedures improved?

Short-term rentals and visitors?

After Council rotated to each table, they gave a recap of information they gathered from the community during this exercise.

Topics discussed included more frequent yard waste pickup, increased public education and outreach, insurance and fire-risk concerns, additional support for Firewise properties, engaging short-term rental owners, providing emergency/zone information packets and City Staff coordinating with the Sedona Fire Department.

c. Demonstration tables regarding evacuation zones, text alerts, go bag, HEPA Filters, native fire-resistant plants, and home mitigation strategies.

At 5:08 p.m. there was an intermission. Participants were invited to visit various demonstration tables with information regarding Evacuation Zones, Text Alerts, Go Bag, Native Fire-resistant plants.

d. Presentation on a possible recreation center.

At 5:41 p.m. participants returned to the tables for a presentation by Josh Ferwin.

e. Conversation with the community and City Council regarding priorities of the community for a possible recreation center.

Council members and participants identified desired features for a potential recreation center. Ideas were displayed on posters and participants placed stars next to their top priorities.

Favorite features included hot tubs and saunas, indoor/outdoor pools, fitness and dance facilities, flex and basketball courts, locker rooms with showers, classes, kids' programs, indoor/outdoor soccer, and a walking track.

4. Adjournment

At 6:33 p.m. Kegn Hall thanked everyone for coming and the meeting was adjourned without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 9, 2026.

Marcy Garner, CMC Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 9, 2026, 7:00 p.m.**

1. Call to Order

Mayor Ploog called the meeting to order at 7:01 p.m.

2. Roll Call

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

Staff Present: Deputy City Manager Barbara Whitehorn, Interim City Attorney Monique Coady, Human Resources Manager Russ Martin, and City Clerk JoAnne Cook.

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

3. Executive Session

Monique Coady gave the admonition.

- a. Discussion and consultation regarding personnel matters, specifically to discuss the recruitment for employment, and/or appointment of a person to fill the Interim City Manager position and for legal advice with the City Attorney. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1&3).**

Discussion and consultation regarding this item took place with City Council and staff.

- b. Discussion and consultation regarding personnel matters, specifically the recruitment for City Manager, and for legal advice with the City Attorney. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1&3).**

Discussion and consultation regarding this item took place with City Council and staff.

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

Reconvened in open session at 8:19 p.m.

Motion: Councilor Kinsella moved that the Human Resource Manager move forward with the direction given in executive session. Seconded by Vice Mayor Fultz. Motion carried with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff and Hosseini) and zero (0) opposed.

4. Adjournment

Mayor Ploog adjourned the meeting at 8:21 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 9, 2026.

JoAnne Cook, CMC, City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 3378
September 22, 2026
Consent Items

Agenda Item: 3e

Proposed Action & Subject: Approval of Amendment #2 to the Home Energy Retrofit Project Agreement with CozyHome LLC for two years at \$90,000 for each renewal year, for a total amount not-to-exceed \$180,000.

Department	Sustainability/Bryce Beck
Time to Present	10 min.
Total Time for Item	15 min.
Other Council Meetings	February 8, 2022; September 28, 2022; June 28, 2023; May 29, 2024; September 10, 2024; September 23, 2025
Exhibits	A. Executed Agreement B. Executed Amendment #1 C. Amendment #2

Finance Approval	JMC 9/8/26	Expenditure Required \$ Up to 90,000/FY Amount Budgeted \$ 90,000 / FY Account No. 10-5350-01-6405 (Description) Professional Services
City Attorney Approval	Reviewed MKC 9/10/2026	
City Manager's Recommendation	Recommend approval ABS 9/13/26	

SUMMARY STATEMENT

Background:

The Home Energy Retrofit Project launched in March of 2022 as an initiative of the city's Climate Action Plan. CozyHome LLC has been the project's partner since that time. In the summer of 2023, Request for Qualification (RFQ) No. 2023/24-003 was issued for the project. CozyHome was awarded the project through the competitive evaluation process of the RFQ. The first year of the agreement was City Manager approved on October 27th, 2023, and the second year of the contract was approved by City Council on September 10, 2024. The third year of the agreement was renewed by City Council on September 23, 2025.

CozyHome has successfully performed weatherization and energy efficiency work across 104 homes over the past five years and builds upon the over 1,200 homes that CozyHome has contracted with since 2012. CozyHome has performed exemplary work in performing duct sealing, air sealing, home energy audits, insulation repair, weatherization, and mini-split installations over each round of the program. They have been responsive to community member inquiries, scheduling, and servicing, and have helped establish the Home Energy

Retrofit Project as a valued community program that helps serve disadvantaged community members.



Figure 1: Before and After Insulation Repair performed by CozyHome

CozyHome's customer service and expertise has been well-received by the community, and they have provided strong communication, project documentation, and flexibility throughout the program years. CozyHome has collaborated with city staff to incorporate temporary air conditioning units for homes in the program in 2026, and they have helped guide homeowners through the Efficiency Arizona program, which can be used in conjunction with the Home Energy Retrofit Project and expand the reach of services.

The Home Energy Retrofit Project has averaged roughly 20% in energy savings and reduced emissions an estimated 1.4 metric tons CO₂e per household annually. CozyHome has delivered on the project needs and have satisfactorily met all agreement criteria in each year of the project. Their staff has completed this work through courteous and knowledgeable interactions with community members and extensive expertise in home energy, weatherization, and building retrofits.

Budget:

Approval of Amendment #2 to the Home Energy Retrofit Project Agreement with CozyHome LLC for \$90,000 for each of the two renewal years, totaling \$180,000, would increase the not-to-exceed amount of the Agreement to \$450,000.

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

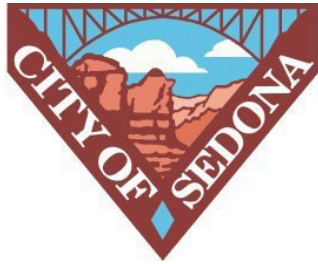
The Home Energy Retrofit Project was initiated directly from the City's Climate Action Plan and was the first program launched. The project aims to reduce greenhouse gas emissions, improve equity, and enhance the livability of residences with city limits.

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): Do not approve the renewal of the agreement and advice to resolicit partners for the Home Energy Retrofit Project.

MOTION

I move to: approve Amendment #2 to the Home Energy Retrofit Project Agreement with CozyHome LLC for each of the two renewal years for an amount not-to-exceed \$180,000, subject to approval by the City Attorney..



Comprehensive Residential Energy Assessment and Retrofit Services

RFQ No. 2023/24-003

Contracted Services Agreement

CITY OF SEDEONA

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

AGREEMENT FOR CONTRACTED SERVICES

FOR

THE CITY OF SEDONA

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Yavapai County, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

14. **Liability:** The City shall not be liable for any act or omission occurring in Contractor's performance of this contract. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, demands, claims or damages to persons or property, and losses of whatever nature, arising out of or resulting from any services performed under this contract by Contractor or Contractor's negligence or misconduct.
- a. Contractor will provide the City with proof of liability insurance in an amount acceptable to the City.
 - b. The City shall have no liability under this contract beyond payment of fees, not to exceed the stated amount, for services rendered. Contract payments to be made under this contract are contingent upon the availability of funds to the City, authorized for expenditure in the manner and for the purpose of home weatherization and retrofitting services described.
 - c. Contractor shall require each approved participant to sign and provide a waiver of liability that indemnifies the City for participation in the home energy audits, weatherization and retrofitting services.

15. **INSURANCE.**

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

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

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

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

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

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

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

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

b. Notices to Contractor, shall be addressed to:

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

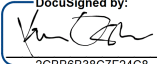
22. Independent Contractor:

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

(Signatures to follow on next page)

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

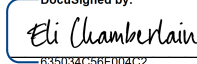
CITY OF SEDONA, ARIZONA

By: 
2CBB6B38C7F24C8...

City Manager

Date: 10/31/2023

CONTRACTOR

By: 
635034C56F004C2...

Owner

Date: 10/31/2023

ATTEST:


F3F3374389784E3...

City Clerk

Date: 10/31/2023

APPROVED AS TO FORM:


DA6BB971B6AF411...

City Attorney

Date: 10/31/2023

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

This Amendment to the Agreement for Contracted Services ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and CozyHome LLC, an Arizona limited liability company ("CONSULTANT") is made and entered into on this 24th day of September, 20 25 ("Effective Date").

RECITALS

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

AMENDMENT

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

2. PAYMENT:

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

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

CITY OF SEDONA, ARIZONA

DocuSigned by:

26E2E804E4F64B8...

City Manager or City Department Head

ATTEST:

DocuSigned by:

F3F3574389784E3...

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:

DA6BB971B6AF411...

Kurt W. Christianson, City Attorney

CozyHome LLC, an Arizona limited liability company

Signed by:

635034C56F004C2...
By: _____
Title: Owner

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

AMENDMENT #2
TO AGREEMENT FOR CONTRACTED SERVICES
Comprehensive Residential Energy Assessment and Retrofit Services
RFQ No. 2023/24-003

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

RECITALS

- A. WHEREAS, CITY and CONSULTANT previously entered into the Agreement for home energy audits, retrofitting services to improve homeowners' quality of life, reduce utility demand and consumption, reduce associated greenhouse gas emissions for the benefit of the residents of the City of Sedona, entered into on or about the 31st day of October 2023, in an amount not to exceed \$90,000; and
- B. WHEREAS, CITY and CONSULTANT agreed on September 10, 2024, by Council action, to extend the Agreement from October 27, 2024 to October 27, 2025, and to fund an additional year of services in an amount not to exceed \$90,000, increasing the cumulative not-to-exceed amount of the Agreement to \$180,000; and
- C. WHEREAS, CITY and CONSULTANT agreed on September 24, 2025 (Amendment No. 1) to extend the Agreement from October 27, 2025 to October 27, 2026, and to fund an additional year of services in an amount not to exceed \$90,000, increasing the cumulative not-to-exceed amount of the Agreement to \$270,000.
- D. WHEREAS, CITY and CONSULTANT now desire to renew the Agreement for an additional two years from October 27, 2026 to October 27, 2028 and to amend the Agreement to increase the compensation for the additional two years of services, increasing the cumulative not-to-exceed amount of the Agreement to \$450,000.

AMENDMENT

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

- 1. TERM.** The term of this Agreement, as previously extended, is hereby further extended through October 27, 2028. This Amendment constitutes exercise of the remaining renewal option(s) provided for in Section 1 of the original Agreement, and no further renewal terms shall remain available.
- 2. PAYMENT.** The not-to-exceed amount of compensation the City agrees to pay the CONSULTANT is increased by \$90,000 for each of the two renewal years, totaling \$180,000, amending the not-to-exceed amount of the Agreement to \$450,000, subject to the availability of funds from the City.

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

CITY OF SEDONA, ARIZONA

COZYHOME LLC

Anette Spickard, City Manager

By:_____

ATTEST:

Title:_____

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

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Monique Coady, Interim City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3363
September 22, 2026
Consent Items**

Agenda Item: 3f

Proposed Action & Subject: Approval of a five-year contract for Sales Tax Audit Services with Albert Holler & Associates, via linking agreement through the City of Yuma, in the amount of \$60,000 per year, for a total contract cost not-to-exceed \$300,000.

Department	Finance/Jordan Corneliusen
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. Albert Holler & Associates, LLC Proposal

Finance Approval	Reviewed BGW 9/8/2026	
City Attorney Approval	MKC 9/10/2026	Expenditure Required
		\$ 60,000
City Manager's Recommendation	Recommend approval ABS 9/13/26	Amount Budgeted
		\$ 72,000
		Account No. 10-5222-88-6405 (Description) (Professional Services)

SUMMARY STATEMENT

Background: The City's current contract with Albert Holler & Associates, LLC was signed in September 2021 for three years, with two optional one-year extensions for a total of five years. Both extensions have been used, and the contract will end on September 30, 2026. Due to the City's positive experience with Albert Holler & Associates and the heavy workload on Finance staff from the ERP conversion and new Financial Statement Audit requirements, staff recommends continuing services through a cooperative "linking agreement" with the City of Yuma.

Sedona City Code Section 3.05.050.C allows the City to purchase goods and services through cooperative agreements when it is determined to be beneficial. The underlying contract was competitively awarded by the City of Yuma on April 24, 2024, following an RFP process. Cooperative purchasing is the best option for Sedona because very few firms provide these services, and recent RFPs issued across Arizona often received only a single response - Albert Holler & Associates. Linking to Yuma's agreement avoids the need for Sedona to conduct a separate RFP while securing qualified services from a proven provider.

The linking agreement allows work to continue without interruptions or loss of productivity and will save the City approximately \$12,000 per year compared to the previous contract. Albert Holler & Associates, LLC provides comprehensive tax compliance services that ensure

businesses are properly licensed, accurately reporting taxable activity, and complying with the City Tax Code. Their work includes detailed audits, financial reviews, rental and property compliance checks, taxpayer education, staff support, and assistance with disputes and tax hearings. These services strengthen revenue collections, improve compliance, and provide specialized oversight the City cannot replicate internally at the same level of expertise or efficiency.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council may choose not to approve this linking agreement. As a result, an RFP would be issued, and a new vendor could potentially be selected. This would result in a lapse in our sales tax audit services and potentially delay sales tax revenue received.

MOTION

I move to: authorize the City Manager to execute a linking agreement with Albert Holler & Associates, LLC, pursuant to the City of Yuma agreement RFP-24-252, for a term of five years, in an amount not-to-exceed \$300,000 subject to approval by the City Attorney.

**LINKING AGREEMENT
WITH
THE CITY OF SEDONA**

THIS LINKING AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and Albert Holler & Associates, a sole proprietorship ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 3rd 2024, City of Yuma entered into a contract with Contractor to purchase the goods and services described in Contract #RFP-24-252 ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term/Termination.

- A. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) consecutive years.
- B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.
- C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if

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

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

2. Scope of Work.

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

3. Compensation; Billing.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**.
- C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City.
- D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:
 - 1. Contractor name, address, and contact information;
 - 2. City PO Number;
 - 3. Project name
 - 4. Date of service or delivery;
 - 5. Description of materials or services provided;
 - 6. If materials provided, the quantity delivered and pricing of each unit;
 - 7. If applicable, mileage or travel costs; and
 - 8. Total amount due.
- E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- F. Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement requires a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.

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

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

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

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

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

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

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

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

CITY: City of Sedona
Attn: Jordan Corneliusen, Director of Financial Services
102 Roadrunner Drive
Sedona, AZ 86336
Via email: Jcorneliusen@sedonaaz.gov

CONTRACTOR: Albert Holler & Associates
Attn: Albert A. Holler
18521 E Queen Creek Rd
Queen Creek, AZ 85142
Via email: AHoller@Att.net

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

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

(Signatures to follow on next page.)

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

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Monique Coady, Interim City Attorney

ALBERT HOLLER & ASSOCIATES

By:_____

Printed Name: _____

Title:_____

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

SOLE PROPRIETOR WORKERS' COMPENSATION INSURANCE WAIVER

I am a sole proprietor, and I am doing business as _____.
I am performing work as an independent contractor for the City of Sedona. I am not an employee of the City of Sedona for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City of Sedona. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Sole Proprietor

Date

Insurance Carrier

Date

EXHIBIT A
Cooperative Purchasing Agreement



Offer and Acceptance

To the City of Yuma: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here, Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

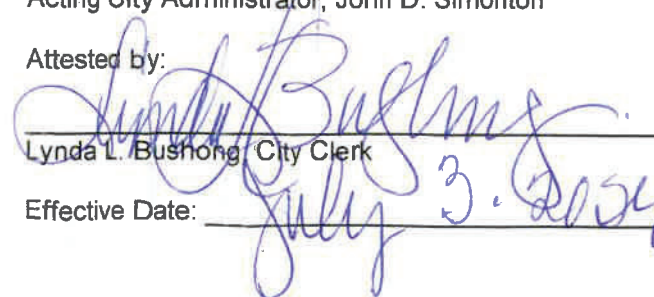
AZ Transaction Privilege Tax License # (if applicable)	
Arizona Contractor License # (if applicable)	
Arizona Registrant License # (if applicable)	
City of Yuma Business License #	*will receive pending acceptance*
Company Name	Albert Holler & Associates
Address	18521 E Queen Creek Rd #105-425
City, State, ZIP	Queen Creek, AZ 85142
Telephone	480-980-6948
Email Address	aholler@att.net
Contact Person Authorized to Sign	Albert Holler
Title of Authorized to Sign	Owner
Date	4/24/2024
Signature	Albert Holler Digitally signed by Albert Holler Date: 2024.04.24 10:37:21 -07'00'

ACCEPTANCE OF OFFER – CITY OF YUMA

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in the Scope of Work in this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed Purchase Order or written Notice to Proceed.

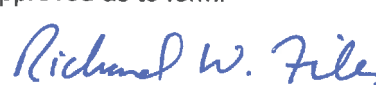

Acting City Administrator, John D. Simonton

Attested by:


Lynda L. Bushong, City Clerk

Effective Date: July 3, 2024

Approved as to form:


Richard W. Files, City Attorney



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
ALBERT HOLLER & ASSOCIATES**

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and Albert Holler & Associates, (the "Consultant"). The City and the Consultant are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP 24-252 "Transaction Privilege (Sales) and Use Tax Audit Services" (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated by reference.
- B. The Consultant responded to the City by submitting a proposal (the "Proposal"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Consultant agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth in the Offer and Acceptance Form fully executed by both Parties. The Agreement term is for a one-year term with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached as Exhibit B and incorporated by reference.
3. Compensation. The City shall pay Consultant as an amount not to exceed the agreed amount for Services (as described in the Scope of Work), set forth in the Fee Proposal, dated April 24, 2024, attached as Exhibit C and incorporated by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, Consultant's employees, or subconsultants any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Consultants' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Consultant, Consultant's officers, employees, agents, or any tier of subconsultant or person attributable to Consultant in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of Consultant's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of Consultant's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee

of any other Party to the Agreement in any capacity or a Consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

11. Before the commencement of any services, the Consultant must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Consultant must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Consultant's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Consultant must give the City 30 days written notice before canceling, terminating, or altering any policy. The Consultant's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: purchasingweb@yumaaz.gov

- A. The Consultant must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Consultant must also waive subrogation.

The Consultant must require sub-Consultant(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Consultant.

- B. The Consultant must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles the Consultant uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.
- C. The Consultant must carry **Commercial General Liability** insurance with an unimpaired limit of not less than \$1 million for each occurrence with a General Aggregate Limit of \$2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Consultant must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverage's shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.
- D. The Consultant must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.
- E. The Consultant must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Consultant, Consultant's agents, and employees, with an unimpaired limit of \$2 million each claim and \$2 million all claims.
- F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Consultant. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent consultant, not as an employee or agent of the City. Consultant, Consultant's employees, and subconsultants are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, Consultant's employees, or subconsultants. The Consultant, and not the City, shall determine the time of Consultant's performance of the services provided under this Agreement so long as Consultant meets the requirements of Consultant's agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing Consultant's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

12.3 Laws and Regulations. Consultant shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Consultant's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Consultant. Consultant shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Consultant shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Consultant shall include similar requirements of all sub-Consultants in Agreements entered for performance of Consultant's obligations under this Agreement. Consultant shall keep fully informed and shall at all times during the performance of Consultant's duties under this Agreement ensure that Consultant and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Consultant's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Consultant.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Consultant is responsible for performance under this Agreement whether

subconsultants are used. Failure to pay subconsultants in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Consultant:
City of Yuma	Albert Holler & Associates
Attn: City Administrator	Albert Holler
One City Plaza	18521 E Queen Creek Rd. #105-425
Yuma, Arizona 85364	Queen Creek, AZ 85142

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Consultant's records or obtained from the City or from others in carrying out Consultant's obligations under this Agreement shall not be used or disclosed by either, Consultant's agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Consultant and Consultant's subconsultants warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Consultant's or Consultant's subconsultant's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Consultant personnel who provide services under this Agreement to ensure that Consultant or Consultant's subconsultants are complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Consultant and any subconsultant to ensure compliance with the Immigration Warranty. Consultant agrees to assist the City in regard to any random verification performed.

Neither Consultant nor any subconsultant will be deemed to have materially breached the Consultant Immigration Warranty if Consultant or subconsultant establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Consultant's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Consultant. Consultant may, at Consultant's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive

obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Consultant's performance of Consultant's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Consultant certifies that Consultant is not currently engaged in and agrees for the duration of this Agreement that the Consultant will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Survival. The obligations of Consultant under this Section shall survive the termination of this Agreement.

12.25 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
ALBERT HOLLER & ASSOCIATES

[Consultant's Proposal]

See following pages.

APPROACH

Identify potential audits

Priority I

Unlicensed or underpaying businesses are selected for audit as there is a known potential for non-compliance. Other priority audits are identified by researching our canvass information and comparing known liabilities to a tax reporting history. County recorder documents, property transfer information, and building permits are reviewed in detail.

Priority II

These audits are selected based on information obtained from other sources and other audits. This includes reviewing information regarding landlords, suppliers, exempt sales, and construction. Included in this classification are businesses that historically have a propensity for error.

CONDUCTING AUDITS

The DOR has the authority to approve or deny an audit. If the account has multiple locations, they may not approve an assignment. We have been successful in obtaining authorization on certain accounts that have been reporting tax to an incorrect jurisdiction.

Audits and reviews may be conducted in the field or via the internet. The work papers are in a format designed and processed by the DOR. The audit files are submitted to the DOR for review and all procedures after submitting are handled by them. That includes billing, collection, protests, and settlements.

Accounts selected for audit will be advised by a letter prepared by us on DOR letterhead. We mail the letters and advise City. Taxpayer relations are on a professional basis, and we provide necessary courtesies to the public.

Appeal rights are explained at an audit closing conference. If a hearing is requested, we provide all necessary documentation and assist in the preparation of City's position. Mr. Holler approves all audits before submission to the DOR. Consistency and confidentiality are strictly maintained.

FOLLOW-UP AND REVIEW

Progress and activity reports will be submitted monthly showing each audit selected and completed, and its status. The reports will also summarize data by assessments, collections, costs, and return per dollar.

Unpaid audit assessments are monitored, and collection reports are sent to the DOR each month requesting updates on collections.

PERSONNEL

Albert Holler has operated Albert Holler & Associates since 1992. He was Chief Auditor for the DOR; Tax Audit Supervisor for the City of Mesa; on the drafting committee of the Model Cities Tax Code and served as chairman of the Unified Audit Committee.

Roger Okin, CPA, joined the firm in 2006 and was the Tax Administrator at the City of Mesa. He also has audited for several different municipalities since joining the firm.

George Grafakos, CPM, joined the firm in 2021 after taking an early retirement from the City of Tempe as a senior sales tax auditor. He has experience in auditing all types of businesses and multinational companies.

Dante Howard joined the firm working part time since 2014 and joined full-time with the firm in 2023. He worked as a tax auditor for the City of Gilbert and as an audit selection specialist for the firm. He has audited for several different municipalities since joining the firm.

CONTACT INFORMATION

Name: Albert Holler

Phone: (480) 980-6948

Hours of Operation: Monday through Friday 8:00 am- 5:00 pm

VENDOR INFORMATION

Legal Name: Albert Holler & Associates

Address: 18521 E Queen Creek Road #105-425, Queen Creek, Arizona 85142

EIN: 86-0783497

Business Type: Sole Proprietorship

PREVIOUS CONTRACT INFORMATION

Within the last 5 years, the following contracts have ended - City of Kingman ended because of budget restraints. The City of Yuma one year contract ended. Town of Carefree - budget restraints. City of Lake Havasu - budget restraints.



Certification Form

Ref #: RFP-24-252

Project: Transaction Privilege (Sales) & Use Tax Audit Services

Submission of Response: Undersigned hereby offers and agrees to provide goods and/or services in compliance with all the solicitation documents as indicated by the latest dated version below:

Offer Date: 04/24/24

Albert Holler & Associates

Responder Company Name

18521 E Queen Creek Rd #105-425

Address

Queen Creek, AZ 85142

City, State, Zip

aholler@att.net

Contact Email Address

480-980-6948

Contact Phone #

Albert Holler

Printed Name

Owner

Title

X Albert Holler

Digitally signed by Albert Holler
Date: 2024.04.24 10:10:05 -07'00'

Signature of Person Authorized to Sign Offer

By signature in the Offer section above, the Respondent certifies:

1. The Respondent will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
2. The Respondent has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
3. The Respondent submitting the Certification Form hereby certifies that the individual signing this form is an authorized agent for the company/firm and has the authority to bind the Respondent and the contract.

Upload this completed and signed document to the
Yuma Procurement Portal for the associated solicitation.



Addenda Acknowledgement Form

Solicitation addenda are posted on the
City of Yuma Bonfire Procurement Portal identified as:

Ref #: RFP-24-252

Project: Transaction Privilege (Sales) & Use Tax Audit Services

It is the responsibility of the Responder to check the Yuma Procurement Portal for any addenda to the solicitation.

Responders must acknowledge any and all solicitation addenda issued to include the date of the addenda. Written acknowledgement is material term of the bidding contract and a material consideration for the awarding of any contract. The Responder's signature(s) below confirms receipt and consideration of the information contained in the addenda. If no addenda were issued, indicate as such by signing at the bottom of the page and upload to the Yuma Procurement Portal. Failure to meet this material term results in a non-responsive bid and will not be considered for evaluation and award.

Company Name: Al Holler & Associates

	Dated	Acknowledgement/Signature
Addendum #1	04/24/2024	Albert Holler Digitally signed by Albert Holler Date: 2024.04.30 14:05:54 -07'00'
Addendum #2		
Addendum #3		
Addendum #4		
Addendum #5		
Addendum #6		
Addendum #7		
Addendum #8		
Addendum #9		
Addendum #10		

No Addenda were issued as part of this solicitation.

Signature

Date

Upload this completed and signed document to the
Yuma Procurement Portal for the associated solicitation.

CITY OF YUMA

Audit Services within the past 12 months. Include one reference from a State or Municipality project.

List Projects/Contracts below that have been processed by your firm in regards to Transaction Privilege (Sales) and Audit Services within the past 12 months. Include one reference from a State or Municipality project. If an ongoing project, indicate the start date.

[illegible]

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
ALBERT HOLLER & ASSOCIATES

[Scope of Work]

See following page(s).

The Consultant selected will perform a full range of services below:

- a. Independently conduct large scale, highly complex City Transaction Privilege (Sales) and Use Tax (if applicable) audits of a special or difficult nature according to the Generally Accepted Accounting Principles, Generally Accepted Auditing Procedures, and the Multi-Jurisdictional Audit Coordination (MJAC) processes and procedures. The total volume of audits to be performed under any resultant agreement will be varied.
- b. Auditing and assessment pursuant to the Arizona Model City Tax Code including local Transaction Privilege Tax, Use Tax (if applicable), Transient Occupancy Tax, Property Rental Tax, and Franchise License fees. The number of audits to be performed in a 12-month period is estimated to be a minimum of 12.
- c. Providing analysis of the tax code and recommending options to increase tax collections.
- d. Performing periodic property rental review using information from the Yuma County Assessor's Office.
- e. Providing professional advice to City staff and customers regarding Transaction Privilege Tax, Use Tax, Transient Occupancy Tax, Property Rental Tax, and Franchise License fees, as requested.
- f. Observe, compare, and review financial records of businesses to determine compliance with the City of Yuma Tax Code and the Model City Tax Code statutes and regulations.
- g. Follow and document the audit trail in the audit file for each assigned audit.
- h. Compile spreadsheets, audit notes, analyze and file reports which meet all established audit policy requirements and procedures.
- j. Providing monthly reports of audit statistics.
- k. Assist with the selection of and make recommendations for potential audits.
- l. Provide comprehensive and defensible audit reports, work papers, correspondence, filings, analysis, and calculations pertaining to the errors identified.
- m. Examine and verify accuracy of taxpayer's bookkeeping records such as invoices, general ledgers, bank statements and inventory records.
- n. Search records and identify entries that are critical to the tax liability or procedural propriety as it relates to internal controls and conformance to tax laws.
- o. Write audit finding and conclusion summaries.
- p. Serve as liaison with the Arizona Department of Revenue.
- q. Represent the City in Municipal Tax Hearings including preparation and submission of tax hearing responses.

- r. Attend meetings and/or work at the taxpayer's business location, the taxpayer's appointed representative's location, or remotely to compile financial information from the taxpayer's source documents and records.
- s. Educate business managers in computing and reporting taxes due by explaining legal requirements, rules, regulations, procedures, and ordinances of the City of Yuma and other agencies.
- t. Provide support to the City for taxpayer complaints, disagreements, negotiations, and protested assessments.
- u. Remain in compliance with all state and local auditing laws and regulations.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
ALBERT HOLLER & ASSOCIATES

[Fee Proposal]

See following page(s).

EXHIBIT C
Albert Holler & Associates
Queen Creek, AZ

Item #	Item	Qty	Yearly Fixed Fee	
FIXED FEE PROJECT COST (5)				
#1-1	Year 1 - Total Not to Exceed Cost Amount	1	\$	60,000.00
#1-2	Year 2 - Total Not to Exceed Cost Amount	1	\$	60,000.00
#1-3	Year 3 - Total Not to Exceed Cost Amount	1	\$	60,000.00
#1-4	Year 4 - Total Not to Exceed Cost Amount	1	\$	60,000.00
#1-5	Year 5 - Total Not to Exceed Cost Amount	1	\$	60,000.00



**FIRST AMENDMENT
CONTRACT RFP-24-252
BETWEEN
CITY OF YUMA
AND
ALBERT HOLLER & ASSOCIATES, QUEEN CREEK, ARIZONA
DATED JULY 3, 2024**

This First Amendment to the Albert Holler & Associates, Agreement RFP-24-252 ("Amendment") is entered into as the Effective Date set forth below between the City of Yuma, Arizona ("City") and Albert Holler & Associates, Queen Creek, Arizona ("Contractor").

RECITALS

WHEREAS, the City and Contractor are parties to the Transaction Privilege (Sales) and Use Tax Audit Services Agreement Contract RFP-24-252, dated July 3, 2024 ("Agreement") to provide transaction privilege (sales) and use tax audit services; and,

WHEREAS, any reference to the Agreement in this Amendment, shall include any and all previous amendments to the Agreement; and,

WHEREAS, City and Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor, intending to be legally bound, for themselves and their successors and assigns, covenant and agree as follows:

1. Section 1 of the agreement is amended to reflect the following: This agreement shall automatically renewal for up to three (3) additional one-year terms, through July 3, 2029, unless either party provides written notice of non-renewal or modification at least thirty (30) days prior to the expiration of the then-current term, with any modification to the Original Agreement requiring the mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the 20th day of JULY, 2026 (the "Effective Date").

CITY:

City of Yuma, an Arizona
municipal corporation

By: _____

John Simonton, Acting City Administrator

CONTRACTOR:

Albert Holler & Associates

By: _____

Albert Holler, Owner

ATTEST: _____

Janet Pierson, City Clerk

APPROVED AS TO FORM: _____

Richard W. Files, City Attorney

EXHIBIT B
Scope of Work

ALBERT HOLLER & ASSOCIATES
LOCAL GOVERNMENT CONSULTANTS

15521 E. Queen Creek Road #105-425
Queen Creek, Arizona 85142
(480) 980-6948 e-mail aholler@att.net

August 25, 2026

Donna Terraza
Procurement Specialist
City of Sedona
102 Roadrunner Drive
Sedona, Arizona 86336

RE: Proposal for transaction privilege and use tax auditing services

Dear Ms. Terraza,

The City of Sedona h requests a proposal that reflects the same cooperative terms and pricing established under City of Yuma contract RFP 24-252 and including first amendment dated July 26, 2026. Services will be performed under the same terms, conditions, and pricing as the Yuma contract, with all references to Yuma-specific tax codes, ordinances, or jurisdictional authorities deemed replaced by the corresponding City of Sedona equivalents. Our proposal accepts the terms and pricing as the Yuma contract for five years.

If any additional information is needed, please let me know.

It is a pleasure working for Sedona.

Respectfully submitted,

Albert Holler

Albert Holler



CITY COUNCIL AGENDA BILL

AB 3387
September 22, 2026
Consent Items

Agenda Item: 3g

Proposed Action & Subject: Approval of a three-year contract for Citywide Pavement Marking Services with Traffic Safety, Inc. in an amount not-to-exceed \$240,000.00.

Department	Public Works/Roxanne Holland
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. Pavement Marking Contract

Finance Approval	JMC 9/9/26	
City Attorney Approval	MKC 9/10/2026	Expenditure Required
		\$ 240,000
		Amount Budgeted
		\$ 75,000
City Manager's Recommendation	Recommend approval 9/13/26 ABS	Account No. 11-5320-39-6730 (Description) Maintenance & Improvement Services

SUMMARY STATEMENT

Background: The Public Works Department oversees maintenance of roadways within the City which includes establishing and maintaining pavement markings. Historically, the city obtained bids for pavement marking services on an as-needed basis,

In an effort to streamline contracting and establish consistent pricing for these services, the department seeks to award a three-year contract for Pavement Marking Services.

A Request for Proposals was issued on 04/15/2026 to solicit for Pavement Marking Services. Statistics on the solicitation include:

- 370 vendors notified
- 21 vendors reviewed the RFP
- 3 responses received:
 - Falcon Contracting
 - Frankling Striping Inc.
 - Traffic Safety, Inc.

The 3 proposals received were evaluated by Public Works and Procurement staff using the following criteria:

- Experience and Qualifications of Firm: 40 Points
- Cost proposal: 60 Points

After completing evaluation of the proposals received, the Public Works Department is recommending award of a three-year contract to Traffic Safety, Inc. in an amount not-to-exceed \$240,000. The Public Works Department budgets approximately \$75,000 annually for roadway maintenance services.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): Staff will revert to requesting bids for Pavement Marking Services to update pavement striping on an as-needed basis.

MOTION

I move to: approve the three-year contract with Traffic Safety, Inc. for Citywide Pavement Marking Services in an amount not-to-exceed \$240,000, subject to approval of the written contract by the City Attorney's Office.

**CITY OF SEDONA
CONTRACT FOR GOODS AND/OR SERVICES**

This Contract for Goods and/or Services ("Agreement") is entered into as of _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City") and Traffic Safety, Inc. a domestic corporation ("Contractor").

RECITALS

- A. The City intends to purchase goods and/or services as defined by the Sedona City Code, Section 3.050.010, for the benefit of the public and with public funds as more fully set forth in the Scope of Work, **Exhibit A**, attached and incorporated herein by this reference.
- B. The City desires to contract with Contractor to purchase the goods and/or services set forth in **Exhibit A** and Contractor desires to enter into this Agreement to provide the goods and/or services in accordance with terms and conditions set forth herein.

AGREEMENT

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

1. Term/Termination.

- A. Term. The term of this Agreement begins on the Effective Date and terminates on _____ or at such time as the work in the Scope of Work, **Exhibit A**, is completed, whichever occurs first.
- B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.
- C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) invoicing the Contractor; (3) collection against the Performance Bond if applicable, or (4) a combination of the aforementioned remedies or any other remedies as provided by law.
- D. Payment Upon Termination for Convenience or for Cause. Upon any termination of

this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the City all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge is owed by City to Contractor in the event of termination.

- E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
- F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
- G. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, at the City's discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement processes to select a contractor to provide goods and/or services similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

2. Scope of Work.

- A. Contractor shall provide City the goods and/or services identified in the Scope of Work attached as **Exhibit A** for Citywide Pavement Marking Services (the "Project"). No terms or conditions set forth or referenced in **Exhibit A** will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement.
- B. Contractor shall furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the Scope of Work. The City has no obligation to provide Contractor with any equipment, business registrations, licenses, tools, or materials. The Contractor shall work closely with the City and its designated employees. The Contractor shall perform the work required by and outlined in **Exhibit A** to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade in conformity with the best standards in the industry at the time and locality where the services are provided.
- C. Contractor Qualifications. The Contractor hereby warrants that it is qualified by experience, work force and materials to assume the responsibilities and complete the Scope of Work and has all requisite corporate authority and professional licenses in good standing that are required by law. As applicable, Contractor shall maintain a valid license through the Arizona Register of Contractors for any types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions

and obtain a business license from the City if applicable.

- D. Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of the City and are to be delivered to the City before the final payment is made to the Contractor. Contractor hereby grants to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data and documents (including electronic documents and files prepared or furnished by Contractor pursuant to this Agreement. Any modifications made by the City to any of Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.
 - E. Compliance with Law. It is required that the work and services to be performed by Contractor pursuant to this Agreement shall be done in compliance with all applicable laws, ordinances, rules and regulations.
 - F. Inspection; Acceptance. All goods provided and/or services performed by Contractor are subject to inspection and acceptance by the City at reasonable times during Contractor's performance.
 - G. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in **Exhibit A**.
 - H. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the goods provided and/or services performed as applicable to the Scope of Work.
 - I. Key Personnel. Contractor shall utilize the key personnel, if any, listed in Exhibit A. Contractor shall not change the listed key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the City. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
 - J. Notice to Proceed. Unless otherwise noted by City, complete execution of this Agreement by both parties constitutes official notice to proceed with the work.
3. Compensation; Billing.
- A. City shall compensate Contractor as provided in the Scope of Work, **Exhibit A**.
 - B. The total purchase price for the goods and/or services purchased under this Agreement shall not exceed **\$240,000.00**.

- C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of goods and/or services and a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City. Payment may be subject to or conditioned upon City's receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, Contractor shall continue to render services in a timely manner. Payment by the City does not constitute a waiver of any rights or claims by the City. Unless approved in advance by the City in writing, payment will be made via the Automated Clearing House (ACH) network.
- D. Invoices. No terms or conditions set forth or referenced in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:
1. Contractor name, address, and contact information;
 2. City PO Number;
 3. Project name;
 4. Date of service or delivery;
 5. Description of goods or services provided;
 6. If goods provided, the quantity delivered and pricing of each unit and if services are provided, the quantity of services and pricing of each service;
 7. If applicable, mileage or travel costs; and
 8. Total amount due.
- E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless included in the Scope of Work, **Exhibit A**, or expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- F. Taxes. The price included in Scope of Work, **Exhibit A**, shall include all applicable sales taxes pursuant to Sedona City Code, Section 3.05.030. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor other than applicable sales tax specifically included in **Exhibit A**.
- G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge not in accordance with this Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement require a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract.
5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor’s performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the performance of the Scope of Work by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification provision shall survive the expiration of the Agreement.
6. Insurance.
 - A. General. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City. **The Contractor shall submit certificate(s) of insurance from the Contractor’s insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall specifically identify this Agreement/Project and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.
 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	\$1,000,000.00 each accident
Bodily Injury by disease	\$1,000,000.00 policy limit
Bodily Injury by disease	\$1,000,000.00 each employee
 2. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, for each of the Contractor's owned, hired, scheduled, or non-owned automobiles assigned to or used in the performance of the Scope of Work.
- B. All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.
- C. The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.
- D. All required insurance coverages shall be procured and maintained with forms and insurers acceptable to City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- E. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher.
- F. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which City may immediately terminate this Agreement, or at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.
- G. City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. Contractor agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this Agreement.
- H. City reserves the right to require higher limits of liability coverage if, in the City's opinion, operations or services create higher than normal hazards.
7. Licenses and Permits. Contractor and any subcontractors shall maintain and keep current any Federal, State, and local licenses and permits required as applicable to this Agreement.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is an employee of City for any purpose.
11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A); ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsultant is complying with the warranty under paragraph i.
13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-

paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Jon Ebers, Public Works Assistant Director
102 Roadrunner Drive
Sedona, AZ 86336

Via email: Jebers@sedonaaz.gov

CONTRACTOR: Traffic Safety Inc.
Attn: Russel Hardy, President
8901 E Laredo Dr.
Prescott, AZ 86314

Via email: trafficsafetyarizona@gmail.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
16. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law, or common law.
17. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.
18. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. § 39-121 and related provisions.
19. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

20. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
21. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

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

CITY OF SEDONA, ARIZONA

TRAFFIC SAFETY, INC.

By: _____

Printed Name: _____

Title: _____

ATTEST:

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

APPROVED AS TO LEGAL FORM:

EXHIBIT A

SCOPE OF WORK AND COSTS
(including all applicable sales tax)

Responses

Success: All data is valid!

					Numeric	
Status	#	Item	Quantity Required	UOM	Unit Price	Total Cost
Success: All values provided	#0-1	Painted 4" Yellow Stripe, .20 mil High Build paint	212112	LF	\$ 0.10	\$ 21,211.20
Success: All values provided	#0-2	Painted 4" White Stripe, .20 mil High Build paint	104408	LF	\$ 0.10	\$ 10,440.80
Success: All values provided	#0-3	Painted 8" White Stripe, .20 mil High Build paint	9856	LF	\$ 0.10	\$ 985.60
Success: All values provided	#0-4	12" Crosswalk (Extruded ThermoPlastic)	16935	LF	\$ 0.78	\$ 13,209.30
Success: All values provided	#0-5	Stop Bars (Extruded ThermoPlastic)	11790	LF	\$ 0.78	\$ 9,196.20
Success: All values provided	#0-6	Arrow (Extruded ThermoPlastic)	82	EA	\$ 65.00	\$ 5,330.00
Success: All values provided	#0-7	"ONLY"(Extruded ThermoPlastic)	17	EA	\$ 85.00	\$ 1,445.00
Success: All values provided	#0-8	Painted Messages (Bike Symbol & Arrow) 2 Coats of Gorilla Paint	117	EA	\$ 60.00	\$ 7,020.00
Success: All values provided	#0-9	Green Bike Markings (2'x5') Per-formed ThermoPlastic	202	EA	\$ 45.00	\$ 9,090.00
Success: All values provided	#0-10	Striping Obliteration	100	LF	\$ 0.90	\$ 90.00
Success: All values provided	#0-11	Sweeping Ahead of Stripping	1	LS	\$ 600.00	\$ 600.00
Success: All values provided	#0-12	Mobilization	1	LS	\$ 500.00	\$ 500.00
Basket Total						\$ 79,118.10
Grand Total						\$ 79,118.10

SECTION 6 - SUBMITTAL FORM

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

PAVEMENT MARKING SERVICES

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

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

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

Traffic Safety, Inc.
Offeror (Entity Name)

8901 E. Laredo Dr.
Street & Mailing Address

Prescott Valley, AZ 86314
City, State and Zip

928-775-0813
Telephone No.

traffic.safety.arizona@gmail.com
E-mail Address


Signature

Russel Hardy
Print Name of Signator

President
Title of Signator

928-925-0162
Mobile No.

5-5-2026
Date Signed

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

Acknowledgment of Addenda (if any):

Addendum 1 ✓
Addendum 2 _____
Addendum 3 _____

Date Received 4-30-2026
Date Received _____
Date Received _____

SECTION 5 - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: Traffic Safety, Inc.

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. **If there are no exceptions, state "NONE."**

Exceptions:

NONE

If additional space is needed, include additional copies of this page.

Traffic Safety Employee Years of Experience:

Russel Hardy (Owner / Operations Manager): 36 Years
Duties: Project Manager - Paint Truck Driver
Experience: Master PMT (Pavement Marking Technician)

James Lathrop (Supervisor Technician): 2 years
Duties: Operator - Short Line Supervisor - Technician
Experience: Master Pavement Marking Technician Supervisor

Jack Anderson (Supervisor Technician) : 3 years
Duties: Operator - Short Line Supervisor - Technician
Experience: Master Pavement Marking Technician Supervisor

Koty Strause (Pavement Marking Technician) : 8 years
Duties: Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Master Pavement Marking Technician

Josiah Neese (Pavement Marking Technician) : 4 years
Duties: Operator - Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Master Pavement Marking Technician

Chris Wright (Pavement Marking Technician): 4 years
Duties: Operator - Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Master Pavement Marking Technician

Nate Wright (Pavement Marking Technician): 1 year
Duties: Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Pavement Marking Technician

Jake Wright (Pavement Marking Technician): 1 years
Duties: Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Pavement Marking Technician

Dane Lee (Pavement Marking Technician): 2 years
Duties: Shortline Technician - Traffic Control - Follow Truck Driver - Technician
Experience: Pavement Marking Technician

TRAFFIC SAFETY INC.

Abilities and Approach

Traffic Safety Inc. takes a Safety and Quality first approach to our services. Safety is emphasized over all other concerns and the quality of the services we provide is the hallmark of our company. We derive our satisfaction from delivering only the best possible services to our customers. We have a reputation as the premier marking contractor for FAA airport projects and have completed over 100 of these projects in the last 10 years. FAA work is known for its stringent specifications and requirement for quality markings. At Traffic Safety, we maintain exceptionally high standards in our work, resulting in inspectors often allowing us to continue without supervision and only returning to assess and document the finished project.

Marking projects in Northern AZ can sometimes be very challenging due to terrain and tight radius markings. Russel Hardy has 36 years of marking experience with 30 of those years being here in Northern AZ. Russel will personally drive the paint truck and be involved in the management and execution of this contract.

We have the right equipment and the right people to make sure that your marking project is executed safely, with high levels of competency, and a respect for the traveling public. We would look forward to partnering and sharing our experience with pavement markings to help the City of Sedona develop a marking system that provides Safety, Value, and Aesthetics. We understand that high quality applications of markings can greatly enhance the appearance of a municipality and poor-quality markings can detract greatly from that appearance.

We look forward to having an opportunity to work with you again.

TRAFFIC SAFETY INC. EXPERIENCE AND QUALIFICATIONS

Traffic Safety Inc. has been providing superior quality pavement markings in Arizona for 30 yrs. We work extensively in Northern Arizona and have a unique knowledge base of what marking products work best in the variable climates we experience in Yavapai and Coconino Counties. We have also developed our personnel and equipment to meet the needs and challenges of working in locations like Sedona and Prescott which have very challenging pavement marking needs with many sharp curves, and highly condensed traffic. We occasionally see work done by other contractors in the areas we specialize in and have never seen work that compares to the quality of the work we do. We are sometimes left with the task of trying to figure out how to fix markings completed by crews that didn't have the equipment or experience necessary to perform the demanding tasks our area presents. Our Reference List, along with examples of comparable projects, demonstrates our comprehensive expertise in delivering superior marking services throughout Sedona and neighboring municipalities. I can assure you that no other contractor has the extensive experience and mindset required to consistently deliver the quality products like we have provided for the past 30 years. I can make that statement with confidence because I have lived and worked here for 30 years and that has consistently been my observation.

Traffic Safety Has been in business for 30 years.

Our business is located at 8901 E. Laredo Dr., Prescott Valley, AZ 86314.

Traffic Safety Work Experience:

Yavapai County Annual Pavement Marking Contract (Years: 1996 - 2026)

Contacts: Jonathan David

Email: jonathan.david@yavapaiaz.gov Phone: (928) 710-9923

City of Sedona Annual Pavement Markings Contract (Years: 2017, 2019 - 2024)

Contact: Victor Estrada

Email: vestrada@sedonaaz.gov Phone: (928) 204-7800

City of Prescott Annual Pavement Markings Contract (Years: 1998 - 2026)

Contact: Ian Mattingly

Email: ian.mattingly@prescott-az.gov Phone: (928) 777-1130

City of Flagstaff Annual Pavement Maintenance Contract (Years: 2000 - 2026)

Contractor: C & E Paving

Contact: Corky Hackethorn

Email: candepaving@aol.com Phone: (928) 774-4133

City of Prescott Valley Annual Pavement Markings Contract (Years: 1998 - 2026)

Contact: Jake Handley

Email: jhandley@precottvalley-az.gov Phone: (928) 426-9536

Coconino County Annual Pavement Markings Contract (Years: 2023 - 2026)

Contact: Roy Drye

Email: rdrye@coconino.az.gov Phone: (928) 679-8362

Gila County Annual Pavement Markings Contract (Years: 2004 - 2026)

Contact: Mike Golden

Email: mgolden@gilacountyaz.gov Phone: (928) 200-0027

City of Winslow Annual Pavement Markings Contract (Years: 2017 - 2026)

Contact: Tim Westover

Email: twestover@winslowaz.gov Phone: (928) 587-5758

City of Bullhead Pavement Markings Contract (Years: 2015 - 2026)

Contact: David Witzel

Email: dwitzel@bullheadcityaz.gov Phone: (928) 234-8752

Statewide APMS & Other Airport Projects

Number of Completed in last 10 years: 107

Contractor: Cactus Asphalt

Contact: Chris Balke

Email: chris.balke@cactusasphalt.com Phone: (623) 907-2900

City of Williams Annual Pavement Markings Contract (Years: 17 years)

Contact: Hoch Ortiz

Email: hortiz@williamsaz.gov Phone: (928) 699-1870

----- **IMPORTANT NOTICE** -----
YOU MUST:

1. REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2. REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S § 32-1122(8)(1)]
3. REPORT ANY TRANSFER OF OWNERSHIP OF 25% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4. REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE IN OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S § 32-1124(8)(F) § RULE R-4-9-110]

THIS IS YOUR IDENTIFICATION CARD



Licensee: **Traffic Safety Incorporated**

8901 E. Laredo Dr., Prescott Valley, AZ 86314

License No.: **ROC 114646**

Class: **KE As Restricted by the Registrar**

License Effective Through: **2028-05-31**



ROC 114646

TOM COLE, DIRECTOR

State of Arizona Registrar of Contractors

Visit our license listing on the Registrar of Contractors Contractor Search using the QR Code to the right.



ROC 114646



Traffic Safety, Inc.

8901 Laredo Drive • Prescott Valley, AZ • 86314
Office: (928) 775-0813 Fax: (928) 772-8570

Job Name	Sedona Annual Pavement Marking
Location	Sedona, AZ
Project #	
Bid Date	5/6/26

Bid Items	Unit	Qty	Bid Price	Extended Price
#0-1 Painted 4" Yellow Stripe, .20 mil High Build Paint	LF	212,112	\$0.100	\$21,211.20
#0-2 Painted 4" White Stripe, .20 mil High Build Paint	LF	104,408	\$0.100	\$10,440.80
#0-3 Painted 8" White Stripe, .20 mil High Build Paint	LF	9,856	\$0.100	\$985.60
#0-4 12" Crosswalk (Extruded Thermoplastic)	LF	16,935	\$0.780	\$13,209.30
#0-5 Stop Bar (Extruded Thermoplastic)	LF	11,790	\$0.780	\$9,196.20
#0-6 Arrow (Extruded Thermoplastic)	EA	82	\$65.000	\$5,330.00
#0-7 "ONLY" (Extruded Thermoplastic)	EA	17	\$85.000	\$1,445.00
#0-8 Painted Messages (Bike Symbol and Arrow) w Coats of Gorilla Paint	EA	117	\$60.000	\$7,020.00
#0-9 Green Bike Markings (2'x5') Pre-Formed Thermoplastic	EA	202	\$45.000	\$9,090.00
#0-10 Striped Obliteration	LF	100	\$0.900	\$90.00
#0-11 Sweeping Ahead of Striping	LS	1	\$600.000	\$600.00
#0-12 Mobilization	LS	1	\$500.000	\$500.00
Total Bid Price				\$79,118.10

CITY OF SEDONA



REQUEST FOR PROPOSAL for PAVEMENT MARKING SERVICES

City of Sedona exclusively uses its eProcurement System (<https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities>) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid/proposal non-compliant/non-responsive. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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SECTION 1 - INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The City of Sedona, Arizona (City) is seeking qualified contractors to provide pavement marking services on City streets and designated state routes within the City limits. The City intends to award a contract to the most qualified, experienced, and best-value firm capable of performing the work in accordance with the requirements set forth in this Request for Proposals.

2. SCOPE OF WORK:

Contained within the Scope of Work (Section 2) are specific objectives which will be required of the awarded respondent. The City of Sedona shall retain the ability to revise this scope as necessary through Addenda to this RFP, contract negotiations, or amendment(s) to the awarded contract.

3. SUBMITTAL REQUIREMENTS:

Respondents shall submit proposals via the eProcurement system in PDF format. Proposals will be received by the City until the date and time listed in eProcurement system.

4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 11-point font minimum. Proposals shall be submitted in the format outlined below. Proposals must be valid for a period of ninety (90) calendar days from the proposal submittal deadline. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

Proposals shall include the following required information:

A. General Profile of the Firm

The general profile shall include the following information:

1. A statement indicating the contractor's experience in conducting work similar in nature to that sought by this RFP.
2. How long contractor has been in business.
3. The location of the contractor's office that is serving this contract.
4. Brief resumes of individual employees proposed to oversee and coordinate the work for the City and the specific duties of each employee relative to the City's proposed work.
5. A brief reference list of other municipalities served by the firm shall be provided along with email addresses, telephone numbers, and names of contact persons.
6. Samples of similar projects performed and completed for other municipalities. This information may be combined with the references request in the item above.

7. Any other information describing contractor's abilities and approach to the work may be included.

B. Cost

A complete schedule of costs for the services described in the RFP using the form provided in the eProcurement system.

5. QUESTIONS:

All explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals, or any part thereof, must be requested in writing via the eProcurement system or directed to the project representative by email and shall be received no later than the date and time specified in eProcurement system.

CITY OF SEDONA PROJECT REPRESENTATIVE:

Ian Coubrough, CPPB
Procurement Officer
icoubrough@sedonaaz.gov

6. INSTRUCTIONS TO RESPONDENTS

The City of Sedona exclusively uses its eProcurement system, <https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities>, for the dissemination of all formal solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid/proposal non-compliant/non-responsive. The City accepts no responsibility for the receipt and/or notification of solicitations through any other means.

7. RFP TRANSPARENCY

Beginning on the date this RFP is issued and continuing until either the date a contract is awarded or this RFP is withdrawn by the City, all persons or entities who respond or intend to respond to this RFP, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "firm"), shall only discuss matters associated with this RFP with the designated City project representative and shall not have any direct or indirect contact about this RFP with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFP.

8. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal, signed by firm's authorized representative, to the designated City employee.

9. INTENT OF THE CITY

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Contents of this RFP and respondent's submittal will be used for establishment of final contractual obligation.

It is to be understood that this RFP document and the respondent's proposal may be attached or included by reference in an agreement between the City and successful respondent.

10. BASIS FOR SELECTION

Proposals will be evaluated utilizing the criteria listed below.

CRITERIA	POINTS
Experience & Qualifications of Firm	40
Cost proposal	60

A. Experience & Qualifications of Contractor

The technical expertise and experience of the Contractor will be determined by the following factors:

1. The overall experience of the contractor in conducting similar work is to be provided to the City of Sedona as demonstrated through references and previously completed projects.
2. The expertise and professional level of the individuals proposed to oversee and conduct the work for the City of Sedona.

B. Cost

The respondent with the lowest cost shall receive all available points and all other Respondents will receive a proportional share of the points based on the proration of their cost to the lowest cost provided- $(\text{Lowest Price Proposal} / \text{Price of Proposal being Evaluated}) \times \text{Maximum Price Score Possible} = \text{Points Earned}$.

The City may elect to negotiate a contract with selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror(s) shall be submitted in written form and made part of the resulting contract. Although the City reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions.

11. REQUIRED INSURANCE

Insurance requirements are listed in the attached sample Agreement, Section 4.

12. SAMPLE CONTRACT FOR GOODS AND/OR SERVICES

The sample Contract for Goods and/or Services attached hereto in Section 4 is provided as an example upon which the contract with the successful firm will be based.

SECTION 2 - SCOPE OF WORK

1. PURPOSE AND BACKGROUND

The City of Sedona, Public Works Department, requires a qualified contractor to perform pavement marking services on City streets and designated state routes within the City limits. This Scope of Work establishes the standards, specifications, and requirements applicable to all work performed under this contract.

All work shall be performed in compliance with the following governing documents, listed in order of precedence:

- A. The Agreement
- B. Contractor's Proposal
- C. 26-20RFP (This Request for Proposals Document)
- D. City of Sedona City Code
- E. City of Sedona 2026 General Conditions
- F. MAG Uniform Standard Specifications for Public Works Construction – current edition
- G. MAG Uniform Standard Details for Public Works Construction – current edition
- H. ADOT Highways Division Standard Specifications for Road and Bridge Construction, Sections 704 and 708 – latest edition
- I. All applicable federal, state, and local ordinances, regulations, and statutes.

Where these specifications conflict with any referenced standard, the more stringent requirement shall govern. Any ambiguities shall be resolved in writing by the City Engineering Supervisor; verbal clarifications shall not be binding.

2. PROJECT LOCATION

Pavement marking services shall be performed within the entire corporate limits of the City of Sedona, including but not limited to the following state route segments:

- **SR 89A:** Milepost 376.00 to Milepost 369.37
- **SR 179:** Milepost 313.45 to Milepost 309.50

Not all locations will be included in every striping assignment. The City Engineering Supervisor will identify specific work areas at the time of each assignment.

3. SCOPE OF WORK

A. General.

The Contractor shall furnish all labor, materials, equipment, and supervision necessary to perform pavement marking services as directed by the City Engineering Supervisor. Work includes, but is not limited to, the application of water-based traffic paint and reflectorized thermoplastic pavement markings on City streets and designated state route segments.

B. Materials.

Traffic Paint: All traffic paint shall be water-based, conforming to ADOT Section 708, latest edition. Paint shall be applied at a rate of 250 to 300 linear feet per gallon. Yellow and white stripes shall be 4 inches in width unless otherwise specified.

Thermoplastic Pavement Markings: Thermoplastic material shall be reflectorized,

conforming to ADOT Section 704, latest edition, and shall be used for all applications where specified by the City Engineering Supervisor.

Glass Beads: Glass beads shall be mechanically applied at a rate of 6 to 8 lbs. per gallon of paint. Hand spreading is prohibited. Excess beads shall be collected and shall not be directed into gutters or the storm drainage system.

C. Work Standards and Procedures.

- i. *Pre-Work Sweeping:* The Contractor shall pre-sweep all areas to be striped prior to application of paint or thermoplastic. Sweepings shall be collected and properly disposed of and shall not be directed into the storm drainage system. Pavement marking application shall begin within 30 calendar days of the completion of sweeping.
- ii. *Stripe Dimensions and Patterns:* Standard stripe width shall be 4 inches for both yellow and white markings. Skip dash markings shall be applied with a 10-foot dash and a 30-foot skip interval. Stripes wider than 4 inches shall be compensated using the 4-inch unit cost prorated for greater width (e.g., an 8-inch stripe shall be paid at two times the 4-inch unit cost).
- iii. *Equipment Requirements:* The painting machine shall be truck-mounted and equipped with amber warning beacons. All equipment shall be in satisfactory mechanical condition, of sufficient size to meet work requirements, and operated so as not to damage adjacent property or infrastructure. Vehicles and material containers shall be maintained to prevent unintended discharge of paint, oil, fuel, or other materials.
- iv. *Traffic Control:* The Contractor shall provide adequate signing and cone placement to advise motorists to avoid wet paint. All traffic control shall conform to applicable State law, the MUTCD, and OSHA requirements. Claims for paint damage to vehicles shall be referred to and addressed by the Contractor.
- v. *Mobilization:* Once a mobilization has commenced, it shall be completed in its entirety. Unit costs assume one mobilization per striping assignment. Should the Contractor fail to mobilize or complete a mobilization, the City reserves the right to have the incomplete work performed by others. The Contractor shall be responsible for any costs incurred above the contracted bid price.

4. SCHEDULE AND COORDINATION

Work Schedule: If requested by the City Engineer or City Engineering Supervisor, the Contractor shall prepare a work schedule prior to the start of each assignment and shall update it as requested. All work shall be completed within thirty (30) days. Prior notice shall be provided by the contractor to the City Engineering Supervisor if work needs to be rescheduled. reasonable timeframe following assignment.

Advance Notification: The Contractor shall notify the City Engineering Supervisor at least two (2) weeks in advance of any scheduled pavement marking application. This advance notice is required to allow the City to notify affected residents and businesses.

Time Is of the Essence: Where specified, certain work shall be performed within a defined timeframe in the interest of public health, safety, and welfare. Should any application not take place as scheduled, or be performed without the required advance notification, the City reserves the right to terminate the contract. Similarly, application methods not in compliance with State law or these specifications may result in contract termination upon written notice.

Progress Meetings: The Contractor shall meet with the City Engineering Supervisor as

requested to conduct field reviews of work in progress, proposed work locations, and general observation of City infrastructure.

5. STORMWATER COMPLIANCE

The Contractor shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) prior to each mobilization demonstrating compliance with glass bead collection requirements and all other stormwater-related provisions of this contract. The SWPPP shall address all measures taken to prevent pollutants from entering the storm drainage system, consistent with City Code and applicable state and federal requirements. All spray applications shall conform to State guidelines and OSHA requirements.

6. WORKFORCE AND PERSONNEL STANDARDS

Staffing: The Contractor shall employ sufficient skilled labor in compliance with all applicable federal, state, and local labor laws, and shall provide adequate equipment to complete work in the manner and within the timeframes required by the contract.

Personnel Conduct: All Contractor and subcontractor personnel shall perform work in a professional, skilled, and courteous manner at all times. Any employee deemed by the City Engineering Supervisor to be performing work improperly, or behaving in an intemperate or disorderly manner, shall be removed from the project upon written request and shall not return without written approval of the City Engineering Supervisor.

7. QUALITY OF MATERIALS AND WARRANTY

The Contractor shall warrant that all materials furnished are new unless otherwise approved in writing by the City. All work shall be of good quality, free from defects, and subject to the following minimum warranty periods from the date of final acceptance:

- Traffic Paint: Six (6) months
- Thermoplastic Pavement Markings: Two (2) years
- Preformed Thermoplastic Pavement Markings: Two (2) years

Should any portion of the work require replacement or repair due to material failure, premature wear, or improper application during the applicable warranty period, the Contractor shall perform such work at no cost to the City. If the Contractor fails to remedy defective work within a reasonable time after written notice, the City may cause the work to be corrected by others and the Contractor shall be liable for all costs incurred.

8. PAYMENT

Payment shall be made by the City within thirty (30) calendar days following completion and formal acceptance of the work by the City Engineering Supervisor and receipt of a complete and accurate invoice. Final acceptance, and final payment, shall not be issued until the work has been found satisfactory and all required test results and documentation have been received by the City.

All unit quantities stated in the bid form are approximate and are provided for bid comparison purposes only. Actual quantities are subject to adjustment as directed by the City.

9. LICENSING AND CERTIFICATION

The Contractor shall possess and maintain all licenses and certifications required by the State of Arizona and applicable local regulations to perform the work described in this Scope of Work. Copies of all required licenses and certifications shall be submitted with the bid documents and maintained current throughout the contract term.

10. GENERAL CONDITIONS OF SERVICES

The City of Sedona does not guarantee any minimum volume of work under this contract, and no adjustments shall be made due to non-use of services. The City is not obligated to use the Contractor exclusively for the tasks identified in the bid items and reserves the right to have work performed by others as circumstances warrant. Compensation is limited to actual quantities of work completed and accepted, unless modified by an authorized change order or required by an emergency.

Where specifications or requirements appear ambiguous or are not fully understood, the Contractor shall submit written questions to the City Engineering Supervisor prior to commencement of work. Verbal clarifications are not binding.

SECTION 3 - TERMS AND CONDITIONS

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. City reserves the right to extend the date by which submittals are due. City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to reject any and all responses, in part or in whole, and to accept responses which, in its sole discretion and opinion, appear to be responsive.

1. DEFINITIONS

The City of Sedona herein after referred to as “City” as used in these RFP documents shall be construed as to include the City Council, all employees, officers, and agents of the City. The “Vendor/Contractor/Firm/Proposer/Offeror” is named as such in the RFP/contract documents and is referred to in generic terms as if the Vendor/Contractor/Firm/Proposer/Offeror were of singular number and masculine or feminine gender.

2. ADDENDA

Addenda issued prior to the RFP Deadline shall be included in the proposal and made part of the Contract. Any addenda issued during the time of proposing shall be posted to the City’s eProcurement system at <https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities>. The Proposer shall be responsible for confirming they are in receipt of all addenda prior to submission of their proposal and shall acknowledge each addendum received on the Section III – Submittal Form.

3. DISQUALIFICATION OF PROPOSER

The City may refuse to consider proposals from Proposers believed to have participated in collusion. Proposers may only submit one (1) proposal in response to this RFP. If the City has reason to believe a proposer is interested in more than one (1) proposal for this RFP, the City may reject all proposals for the work in which the proposer is interested. A person, firm, or corporation that submitted a sub-proposal to a proposer, or that has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

4. MODIFICATIONS/EXCEPTIONS

Proposers shall not change or make additions to the RFP documents. Any such changes or additions may result in the City’s rejection of the proposal as being non-responsive to this invitation to propose. Any exceptions a proposer takes to the RFP or Contract Documents shall be noted in Section 5 – Exceptions to RFP & Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

The City encourages Proposers to send questions to the Procurement Officer prior to the deadline for questions rather than including exceptions in their proposal. The City reserves the right to reject any exceptions proposed.

5. LATE PROPOSALS

Proposals must be through the eProcurement System before the specified time and date proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive proposals.

6. BUSINESS IN ARIZONA

The City will not enter into contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering into a contract with the City.

7. LICENSES

If required by law for the operation of the business or work related to this RFP, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. AWARD OF PROPOSAL/CONTRACT

Award of proposal will be made to one (1) or more firms based on best value to the City, and compliance with all the requirements of this RFP.

The Successful Proposer shall be required to enter into a written contract with the City in a form based on the Sample Professional Services Agreement, Section V, and approved by legal counsel of the City. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the Successful Proposer.

The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror who's negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

9. USE OF SUBCONTRACTORS

The Proposer's intent to use subcontractors to perform any portion of the work described in this RFP must be clearly stated in the Proposer's proposal. The Proposer's proposal must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors.

10. NON-DISCRIMINATION

The Contractor shall comply with State of Arizona Executive Order No. 2023-01 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

11. ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer before or by any court, governmental body or agency, or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

12. UNDUE INFLUENCE

By submitting a proposal, the Proposer declares and warrants that no undue influence or pressure is or has been used against or in connection with any officer or employee of the City in connection with award or terms of the Contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Proposer, or from any officer, employee, or agent of the Proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

13. PROTESTS AND APPEALS

The procurement policies and procedures of the Arizona State Department of Administration – State Procurement Office codified by rule apply in case of protest. Those rules are found in the Arizona Administrative Code, R2-7-A901 et seq.

14. PUBLIC RECORDS LAW

All proposals and supporting materials submitted in response to this solicitation, as well as correspondence relating to this RFP, shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Proposer believes that a specific section of its proposal is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its response. A Proposer may request specific information contained within its proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

15. ERASURES, INCONSISTENT, OR ILLEGIBLE PROPOSALS

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the proposal in the margin immediately next to the correction. If the City determines that a proposal is unintelligible, inconsistent, or ambiguous, the City may reject the proposal as being non-responsive.

16. SALES TAX

The successful Proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

17. RESERVED RIGHTS

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdraw the RFP at any time, at the City's sole discretion,
- Make an award under the RFP in whole or in part,
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
- Seek clarifications and revisions of proposals,
- Use proposal information obtained through interviews, and the City's investigation of a proposer's qualifications, experience, ability, or financial standing, and any materials or information submitted by the proposer in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFP,
- Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
- Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
- Change any of the scheduled dates,
- Waive any requirements that are not material,
- Negotiate with the highest ranked proposer/s within the scope of the RFP in the best interest of the City.
- Utilize any and all ideas submitted in the proposals received,
- Require, unless otherwise specified in the RFP, that every offer is firm and not revocable for a period of ninety (90) calendar days from the RFP Submittal Deadline,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the requirements of this RFP.
- Additionally, this RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All proposals become the property of the City. Except for the name of the firms, no information contained in the proposal shall be made public until after award and execution of a contract.

18. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Professional Services Agreement, collectively referred to as the Contract Documents.

The failure of the Proposer to examine and become familiar with all of the Contract Documents shall in no way relieve the Proposer from any obligations of this RFP or Contract. No claim(s) will be allowed for additional compensation that is based on a lack of knowledge of any Contract Document.

19. DEFAULT

If the Successful Proposer fails to perform in accordance with the Contract Documents, the City may terminate the agreement, in whole or in part, in accordance with the Contract Documents.

20. INDEMNIFICATION

Indemnification requirements are listed in Section VI.

21. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

22. TERM; TERMINATION.

A. Term. The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date.

B. Termination for Convenience. Any awarded contract is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of the contract, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of the contract, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or the contract. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate the awarded contract for cause if CONTRACTOR fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

D. Appropriation of Funds. Every payment obligation of the CITY under any contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of any contract, the contract may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

23. SIGNATURES

Signatures on all Contract Documents shall be submitted using software that provides the City with a certifiable digital signature such as Adobe, DocuSign, or other similar software. Signatures shall be in the name of the proposer and by a person authorized to sign the Contract Documents.

Signatures that do not comply with these requirements will not be accepted and will deem a proposal as non-responsive. The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

24. PROPOSAL AMOUNTS

Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

25. WAIVER OF CLAIMS

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Arizona law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

26. PURCHASE ORDERS

Purchase order(s) shall be generated by the City Purchasing Officer under the contract awarded to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received. All payments made shall be made via automated clearing house (ACH).

27. RFP DOCUMENTS

At the time of issuance, the documents listed in the table of contents of this RFP are all of the original RFP documents included herein. Any addenda shall be issued and posted separately and shall indicate the date of issuance and addendum number and shall become part of the RFP documents.

28. DEBARMENT AND SUSPENSION

By submitting a proposal, the Proposer agrees that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, state or local department or agency.

29. CONFLICT OF INTEREST

The Proposer acknowledges that any contract(s) awarded under this RFP are subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

SECTION 4 - SAMPLE CONTRACT
CITY OF SEDONA
CONTRACT FOR GOODS AND/OR SERVICES

This Contract for Goods and/or Services ("Agreement") is entered into as of _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City") and _____ ("Contractor").

RECITALS

- A. The City intends to purchase goods and/or services as defined by the Sedona City Code, Section 3.050.010, for the benefit of the public and with public funds as more fully set forth in the Scope of Work, **Exhibit A**, attached and incorporated herein by this reference.
- B. The City desires to contract with Contractor to purchase the goods and/or services set forth in **Exhibit A** and Contractor desires to enter into this Agreement to provide the goods and/or services in accordance with terms and conditions set forth herein.

AGREEMENT

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

1. Term/Termination.

- A. Term. The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date.
- B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.
- C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) invoicing the Contractor; (3) collection against the Performance Bond if applicable, or (4) a combination of the aforementioned remedies or any other remedies as provided by law.
- D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the City all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge is owed by City to Contractor in the event of termination.
- E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned

upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

- F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
- G. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, at the City's discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement processes to select a contractor to provide goods and/or services similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

2. Scope of Work.

- A. Contractor shall provide City the goods and/or services identified in the Scope of Work attached as **Exhibit A** for _____ (the "Project"). No terms or conditions set forth or referenced in **Exhibit A** will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement.
- B. Contractor shall furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the Scope of Work. The City has no obligation to provide Contractor with any equipment, business registrations, licenses, tools, or materials. The Contractor shall work closely with the City and its designated employees. The Contractor shall perform the work required by and outlined in **Exhibit A** to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade in conformity with the best standards in the industry at the time and locality where the services are provided.
- C. Contractor Qualifications. The Contractor hereby warrants that it is qualified by experience, work force and materials to assume the responsibilities and complete the Scope of Work and has all requisite corporate authority and professional licenses in good standing that are required by law. As applicable, Contractor shall maintain a valid license through the Arizona Register of Contractors for any types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the City if applicable.
- D. Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of the City and are to be delivered to the City before the final payment is made to the Contractor. Contractor hereby grants to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data and documents (including electronic documents and files prepared or furnished by Contractor pursuant to this Agreement. Any modifications made by the City to any of Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.
- E. Compliance with Law. It is required that the work and services to be performed by Contractor pursuant to this Agreement shall be done in compliance with all applicable laws, ordinances, rules and regulations.

- F. Inspection; Acceptance. All goods provided and/or services performed by Contractor are subject to inspection and acceptance by the City at reasonable times during Contractor's performance.
- G. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in **Exhibit A**.
- H. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the goods provided and/or services performed as applicable to the Scope of Work.
- I. Key Personnel. Contractor shall utilize the key personnel, if any, listed in Exhibit A. Contractor shall not change the listed key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the City. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
- J. Notice to Proceed. Unless otherwise noted by City, complete execution of this Agreement by both parties constitutes official notice to proceed with the work.

3. Compensation; Billing.

- A. City shall compensate Contractor as provided in the Scope of Work, **Exhibit A**.
- B. The total purchase price for the goods and/or services purchased under this Agreement shall not exceed \$_____.
- C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of goods and/or services and a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City. Payment may be subject to or conditioned upon City's receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, Contractor shall continue to render services in a timely manner. Payment by the City does not constitute a waiver of any rights or claims by the City.
Unless approved in advance by the City in writing, payment will be made via the Automated Clearing House (ACH) network.
- D. Invoices. No terms or conditions set forth or referenced in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:
 1. Contractor name, address, and contact information;
 2. City PO Number;
 3. Project name;
 4. Date of service or delivery;
 5. Description of goods or services provided;
 6. If goods provided, the quantity delivered and pricing of each unit and if services are provided, the quantity of services and pricing of each service;
 7. If applicable, mileage or travel costs; and
 8. Total amount due.
- E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless included in

the Scope of Work, **Exhibit A**, or expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

- F. Taxes. The price included in Scope of Work, **Exhibit A**, shall include all applicable sales taxes pursuant to Sedona City Code, Section 3.05.030. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor other than applicable sales tax specifically included in **Exhibit A**.
- G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge not in accordance with this Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.
4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement require a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract.
5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the performance of the Scope of Work by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification provision shall survive the expiration of the Agreement.
6. Insurance.
- A. General. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall specifically identify this Agreement/Project and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

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 \$1,000,000.00 each accident

Bodily Injury by disease \$1,000,000.00 policy limit

Bodily Injury by disease \$1,000,000.00 each employee

2. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, for each of the Contractor's owned, hired, scheduled, or non-owned automobiles assigned to or used in the performance of the Scope of Work.
- B. All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.
 - C. The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.
 - D. All required insurance coverages shall be procured and maintained with forms and insurers acceptable to City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - E. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher.
 - F. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which City may immediately terminate this Agreement, or at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.
 - G. City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. Contractor agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this Agreement.
 - H. City reserves the right to require higher limits of liability coverage if, in the City's opinion, operations or services create higher than normal hazards.
7. Licenses and Permits. Contractor and any subcontractors shall maintain and keep current any Federal, State, and local licenses and permits required as applicable to this Agreement.
 8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is an employee of City for any purpose.
11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A); ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsultant is complying with the warranty under paragraph i.
13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

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

Via email: _____

CONTRACTOR: _____

Via email: _____

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

[Signatures on Following Page]

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

CITY OF SEDONA, ARIZONA

ATTEST:

APPROVED AS TO LEGAL FORM:

Contractor Name

By:_____

Printed Name: _____

Title:_____

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

EXHIBIT A

SCOPE OF WORK AND COSTS
(including all applicable sales tax)

SECTION 5 - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: _____

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. **If there are no exceptions, state "NONE."**

Exceptions:

If additional space is needed, include additional copies of this page.

SECTION 6 - SUBMITTAL FORM

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

PAVEMENT MARKING SERVICES

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

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

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

_____ Offeror (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name of Signator
_____ City, State and Zip	_____ Title of Signator
_____ Telephone No.	_____ Mobile No.
_____ E-mail Address	_____ Date Signed

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

Acknowledgment of Addenda (if any):

Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____

ADDENDUM NO. 1
For
PAVEMENT MARKING SERVICES
RFP No. 26-20
ISSUED
April 30, 2026



CITY OF SEDONA CONTACT

Ian Coubrough, CPPB
Procurement Officer
106 Roadrunner Drive
Sedona, AZ, 86336
icoubrough@sedonaaz.gov

The City of Sedona exclusively uses its website <https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities> for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

RECEIPT OF ADDENDUM NO. 1 MUST BE ACKNOWLEDGED IN SUBMITTAL

ADDENDUM NO. 1
PAVEMENT MARKING SERVICES
RFP NO. 26-20

This Addendum is hereby made a part of the Request for Proposals documents to the same extent as if it were originally included therein. The following clarifications shall be made to the Request for Proposals and shall become a part of, and attached to, the Request for Proposals documents.

Prospective respondents are hereby notified of the following:

Questions & Answers

1. Has the City obtained an ADOT ROW permit for the work to be completed in SR 89 and SR 179? If so, can a copy of this permit be provided showing work hour restrictions and other potential costs?
 - a. While the City holds a general permit for maintenance activities in ADOT right-of-ways, ADOT still requires separate project-specific permits for any work. This includes, but is not limited to, activities related to striping and pavement markings. Vendors will be required to obtain all necessary ADOT permits and to provide any required notifications of work starting prior to performing any work on SR 89A or SR 179.

END OF ADDENDUM NO. 1

Citywide Striping List

Street	4" Yellow	4" White	8" White	Stop Bars Ext Thermo	Crosswalk Ext Thermo	Arrow Ext Thermo	ONLY Ext Thermo	BUMP Ext Thermo	Chevron Marker Bumps	4" White Bike Lane	Bike Arrow	Bike Symbol	Green Bike Markings (2' x 5')
	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Etimated	Estimated	Estimated	Estimated	Estimated	Estimated
Acacia Drive				20									
Airport Road	12,862	12,862	150	30	340	7	2						
Andante Drive	9,766	5,100	50	50	50	1							
Antler Lane				16									
Apple Road	400			72	400								
Arroyo Pinon Drive	1,234		155	24		2	2						
Bennett Way (New)				24									
Birch Drive	206			15									
Brewer Road	10,628	10,127	67	23	170								
Bristlecone Pines Road	2,200		100	50		4							
Calle Del Sol	110			22									
Carruth Drive	2,000			30									
Cathedral Lane				25									
Chapel Road	4,980	4,980	170	57	340				8	1,640	4	4	
Coffee Pot Drive	8,200	ADD ?	420	80	58	12	2	2	2				
Crimson View Drive				30									
Cultural Park Place	440		180	30	310	6		2					
Deer Trail Drive	1,140			24	100								
Dry Creek Road	22,160	20,003	446	26	396	4	1	6	6	6,000	7	7	
E. Mallard Drive	320			40		1							
E. McCullough Drive				15									
Eagle Drive				30									
El Camino Road	1,224			15									
Farmer Brothers Drive				15									

Citywide Striping List

Forest Road	4,200	125	100	45	160	2	2						
Fox Road				11									
Gambel Road				15									
Geneva Drive				50									
Harmony Drive	4,106	5,188		129									
Hillsdie Vista Drive (New)				24	150								
Hospital Road?	170		80	36		2							
Hozoni Drive	4,000			36									
Inspirational Drive	190			20									
Jordan Road	5,190			59	175	2							
Juniper Drive	500			20									
Kachina Drive	98		49	23									
Kallof Place				11									
Laguna Drive				12									
Last Wagon Drive				44									
Meadow Lark Drive	84			15									
Mesquite Avenue					134								
Mission Road				13	88								
Mountain Shadows Drive	8,800		115	52	116	2	1	2	2				
Navahopi Road	2,800			14	130								
Navajo Drive	1,260	1,000											
Navoti Drive				80									
North Airport Road	100	100		24	133								
Northview Drive	4,200	4,260	160	25	124	2	1						
Oak Creek Boulevard	202			15									
Orchard Lane					280								

Citywide Striping List

Owenby Way	740	820		15		1							
Painted Canyon Drive	84			15									
Painted Cliffs	4,900												
Pine Drive	64			17									
Pinion Drive	1,000			33									
Posse Ground Road	5,800	5,600		36	104								
Ranger Road	840	840		35									
Roadrunner Drive	1,300			38	133								
Rodeo Road	5,800		246	66	134	4	2	4	4				
Rufous Lane				17									
Saddlerock Circle	566			24									
San Miguel Drive	240			13									
San Patricio Drive				14	110								
Sanborn Drive	5,800	2,890		72				4	4				
Santa Barbara Drive				12									
Schnebly Hill Rd	5,400	5,400	30	30		2							
Schnebly Road	1,800			100	270								
Shelby Drive	9,000	150	60	26	132	4	1						
Soldiers Pass Road	15,000	13,000	500	27	112	6	1	2	2				
Southwest Drive	700	700		24									
SR 179 from (MP 310.10- 313.45)										42,240		32	202
SR 89A (Uptown Only)	7,926	2,371	1,110	142	420	8							
SR 89A (MP 371.9-374)										33,500		41	
Stutz Bearcat Drive				25									
Sunset Drive	7,000	2,000	260	35	132	4	2			5,095	8	8	
Thunder Mountain Road	12,400	2,800		64									

Citywide Striping List

Thunderbird Drive	138			19									
Tortilla Drive	768			18									
Upper Red Rock Loop Rd	9,242	4,092	480	38	170	6				2,100		4	
View Drive	354			20	126			4	4				
W. McCullough Drive				15									
White Bear Road	1,224			47	148					680		2	
Willow Way	256			25									
Zane Gray Drive				22									
Total Quantity per worksheet	212,112	104,408	4,928	2,620	5,645	82	17	26	32	91,255	19	98	202
4" Equivalent Conversion Rate	1	1	2	4.5	3	1	1			1		1	
Quantity at 4" Equivalent	212,112	104,408	9,856	11,790	16,935	82	17			91,255		98	



CITY COUNCIL AGENDA BILL

AB 3392
September 22, 2026
Consent Items

Agenda Item: 3h

Proposed Action & Subject: Approval of a recommendation regarding a Liquor License Agent Change/Acquisition of Control application for Walgreens, store #4065, located at 1995 HWY 89A, Sedona, AZ (Job/Application #408077).

Department City Clerk/JoAnne Cook

Time to Present N/A

Total Time for Item

Other Council Meetings N/A

Exhibits Liquor License Application is available for review in the City Clerk's office.

Finance Approval	JMC 9/9/2026	
City Attorney Approval	MKC 9/10/2026	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 9/13/26	Amount Budgeted
		\$ 0
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation to the Arizona Department of Liquor and License Control for approval or denial of applications for liquor licenses.

The City has received a Liquor License application for an Acquisition of Control for the Series 9 Liquor Store License for Walgreens, store #4065, located at 1995 HWY 89A, Sedona, AZ (Job/Application #408077). This is required by Arizona Department of Liquor Licenses and Control, ARS-203.F, if a person other than those persons originally licensed acquires control over a license or licensee. The responsible person is required to file this notice within thirty business days after the Acquisition of Control and include a list of officers, directors, or other controlling persons. Walgreens restructured their company and as a result, must follow up with an Acquisition of Control.

On receipt of notice of an acquisition of control, the State forwards the notice to the local governing body. The local governing body may protest the acquisition of control within sixty days based on the capability, reliability, and qualification of the person(s) acquiring control.

If the Director of the Arizona Department of Liquor Licenses and Control does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability, and qualification of the person(s) acquiring control. Any protest shall be set for a hearing before the State hearing board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition of control. The person(s) who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to ARS Section 4-202 and this section with respect to capability, reliability, and qualification.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval.

Community Plan Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Recommend denial of the Liquor License Agent Change/Acquisition of Control application for Liquor License Agent Change/Acquisition of Control application for Walgreens, store #4065, located at 1995 HWY 89A, Sedona, AZ (Job/Application #408077). Reasons for this recommendation would need to be identified and stated.

MOTION

I move to: recommend approval of the Liquor License Agent Change/Acquisition of Control application for Walgreens, store #4065, located at 1995 HWY 89A, Sedona, AZ (Job/Application #408077).



CITY COUNCIL AGENDA BILL

AB 3394
September 22, 2026
Consent Items

Agenda Item: 3i

Proposed Action & Subject: Approval of a letter from City Council to Congressman Crane in support of the designation of the Upper Verde River as a Wild and Scenic River.

Department City Manager/ Lauren Browne

Time to Present NA

Total Time for Item NA

Other Council Meetings NA

Exhibits A. Letter

Finance Approval	Reviewed 09/09/2026 JMC	
City Attorney Approval	MKC 9/10/2026	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval ABS 9/13/26	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

Background: During the September 8, 2026 City Council Meeting, Mayor Ploog requested an agenda item for approval of a letter written to Congressman Crane, from City Council, in support of the designation of the Upper Verde River as a Wild and Scenic River. The item would be placed under Consent Items on the September 22nd meeting. Council supported her request.

Council agreed the item will be placed under Consent Items for approval.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s):

MOTION

I move to: approve a letter from City Council to Congressman Crane in support of the designation of the Upper Verde River as a Wild and Scenic River.



Sedona City Council

102 Roadrunner Dr.
Sedona, AZ 86336

September 22, 2026

Congressman Eli Crane
307 Cannon House Building
Washington, DC 20515

122 N. Cortez St., Suite 211
Prescott, AZ 86301

Dear Congressman Crane,

As the Mayor and City Council for the City of Sedona, we write to ask you that you co-sponsor legislation to designate the Upper Verde a Wild and Scenic River. This request is a reiteration of our support as reflected by the City's 2023 Resolution, attached to this letter.

The Upper Verde, which extends east of Paulden to above the town of Clarkdale, is one of the most ecologically and culturally significant stretches of river in Arizona. It is the headwaters of the Verde River which is the longest remaining free-flowing and most economically significant river that originates and flows entirely within our state. Oak Creek, which flows through the heart of Sedona, is also a main tributary of the Verde River, and therefore the health of the Verde River is very important to us.

The Upper Verde has qualified for designation as a Wild and Scenic River since 1981. This means that for over 40 years, the Upper Verde has been recognized for its wildlife, agricultural, clean water and recreational values. Over this same time period the river has also become increasingly vulnerable as its flows have decreased and water demands have increased. We want to preserve the river as it is, into the future, including creating a stakeholder-driven management plan to define how to protect the river from inappropriate recreating, pumped storage hydropower, mining and development.

As you are aware, designating the Upper Verde as a Wild and Scenic River does not alter private property, public access or existing uses including grazing permits.

As the elected representatives of a governing body in your district and who have a significant stake in the health of the Verde River, we respectfully ask that you honor our request to co-sponsor legislation.

Sincerely,

Mayor Holli Ploog
Vice Mayor Brian Fultz
City Councilor Melissa Dunn
City Councilor Pete Furman
City Councilor Charlotte Hosseini
City Councilor Kathy Kinsella
City Councilor Derek Pfaff

RESOLUTION NO. 2023-11
A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, SUPPORTING WILD AND SCENIC PROTECTION FOR THE
UPPER VERDE RIVER AND ITS TRIBUTARIES.

WHEREAS, The Upper Verde River and its tributaries, located between the Verde headwaters and the Town of Clarkdale in central Arizona in the Prescott and Coconino National Forests, is an important and unique public resource that provides numerous benefits to the human and natural communities; and

WHEREAS, Central Arizona is one of the most rapidly growing areas in the United States, and increasing urbanization pressures threaten the natural wild character and environment that makes the area special and valuable; and

WHEREAS, the protection of The Upper Verde River and its tributaries as a National Wild and Scenic River will help to protect and restore Indigenous communities' ancestral lands and cultural history in the watershed; and

WHEREAS, the Upper Verde River and its tributaries provide vital habitat for Arizona wildlife, including 18 species protected by the Endangered Species Act, and is an outstanding refuge for native fish; and

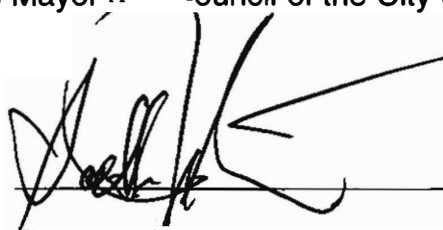
WHEREAS, Arizona recreational tourism is a growing \$20 billion industry bringing revenue from outside Arizona and creating numerous jobs; and

WHEREAS, the Upper Verde Wild and Scenic River will protect and improve recreational opportunities for hunting, fishing, camping, birding, hiking and other recreational activities; and

WHEREAS, Wild and Scenic designation does not affect existing, higher priority water rights;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, hereby requests the United States Congress pass legislation to designate the Upper Verde and its critical tributaries as a "*Wild and Scenic River*" in order to permanently protect this unique place for present and future generations. Copies of this resolution shall be sent to the United States Arizona Congressional Legislators and select key Legislators at the appropriate time.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 11th day of April, 2023.



Scott M. J. blow, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "JoAnne Cook", written over a horizontal line.

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Kurt W. Christianson", written over a horizontal line.

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3370
September 22, 2026
Consent Items**

Agenda Item: 3j

Proposed Action & Subject: Approval of an Agreement between the City of Sedona and Arizona Water Company related to water-system improvements in Uptown Sedona.

Department	CMO/Public Works J. Andy Dickey/Roxanne Holland
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	August 25, 2026
Exhibits	A. Agreement

Finance Approval	Reviewed JMC 9/16/26	
City Attorney Approval	Reviewed MKC 9/10/2026	Expenditure Required
		\$ 3,950,000
City Manager's Recommendation	Recommend approval ABS 9/16/26	Amount Budgeted
		\$ 0.00
		Account No. To be funded through (Description) capital projects delayed or deferred in FY27.

SUMMARY STATEMENT

This item follows City Council's August 25, 2026 discussion regarding fire-protection and water-system improvements associated with the Uptown Parking Garage. Staff is requesting approval of an Agreement between the City of Sedona and Arizona Water Company (AWC) establishing the parties' respective responsibilities for phased water-system improvements in Uptown Sedona.

Background: On August 25, 2026, City Council discussed water-system improvements associated with the Uptown Parking Garage and the proposed framework for coordinating those improvements with AWC. Following that discussion, staff continued working with AWC to finalize an agreement documenting the parties' respective responsibilities.

The proposed Agreement establishes a two-phase approach for completing the identified water-system improvements. Phase 1 consists generally of approximately 800 linear feet of 16-inch ductile iron water main along Forest Road and associated improvements. Following completion and acceptance of Phase 1, AWC will provide temporary, terminable water service to the Uptown Parking Garage while Phase 2 is completed.

Phase 2 consists generally of approximately 1,700 linear feet of 16-inch ductile iron water main along Van Deren Road and Schnebly Road and related facilities. Following completion and acceptance of Phase 2, AWC will provide permanent water service to the Uptown Parking

Garage. The Phase 2 improvements will also provide broader long-term reliability, redundancy, and resilience benefits to AWC's Uptown distribution system.

Under the Agreement, AWC will provide approximately 2,500 linear feet of 16-inch ductile iron pipe for construction of the Phase 1 and Phase 2 improvements. The City will be responsible for design, permitting, construction, appurtenances, and other materials necessary to complete the improvements.

The Agreement also establishes the methodology for allocating costs between the parties. The cost allocation recognizes the project-specific infrastructure needs associated with the parking garage while also accounting for the broader system benefits provided by construction of the 16-inch water main. Phase 1 uses a combination of 8-inch and 10-inch water main improvements as the cost-allocation baseline, while Phase 2 uses an 8-inch water main baseline. AWC's contribution includes the 16-inch ductile iron pipe and its agreed share of the incremental construction cost associated with the upsized facilities, as provided in the Agreement.

Upon completion and acceptance, the completed water facilities will be conveyed to AWC, which will thereafter assume responsibility for their operation, maintenance, repair, and replacement.

Budget and Funding: The current estimated cost of the water-system improvements covered by the Agreement is approximately \$3.95 million. There is currently no budget specifically allocated to the water-system improvements covered by this Agreement. Phase 1 construction is estimated at \$1,199,370, the same amount presented to City Council on August 25, 2026, and included in the previously approved J. Banicki Construction, Inc. linking agreement. Phase 2 has a preliminary construction estimate of approximately \$2.5 million, plus a planning allowance of approximately \$250,000 for design and permitting. As discussed with Council on August 25, approximately \$500,000 in remaining Series 2024 bond proceeds are available for the project, and the City has collected approximately \$2.69 million in AWC franchise-fee revenues over the past 15 years. Those franchise-fee revenues are represented within the General Fund unassigned fund balance and are anticipated to be considered as part of the FY28 budget process. Funding capacity needed in FY27 will be accommodated through available funding in other Public Works projects, consistent with Council direction provided on August 26, 2026. During the August 26 SIM update, staff identified several projects that could be deferred or rescheduled to provide sufficient FY27 expenditure capacity. AWC will provide approximately 2,500 linear feet of 16-inch ductile iron pipe and reimburse the City for its agreed share of actual final construction costs as provided in the Agreement.

Staff recommends approval of the Agreement between the City of Sedona and Arizona Water Company.

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

The proposed Agreement supports sustainable public infrastructure by improving the long-term reliability, redundancy, and resilience of the Uptown water distribution system.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council may elect not to approve the proposed Agreement or may provide direction regarding modifications to the Agreement.

MOTION

I move to: approve the Agreement between the City of Sedona and Arizona Water Company related to water-system improvements in Uptown Sedona, subject to final approval by the City Attorney's Office.

AGREEMENT

Arizona Water Company ("Arizona Water"), an Arizona public service corporation, and the City of Sedona ("City"), an Arizona municipal corporation, (each a "Party" and together the "Parties"), enter into this Agreement ("Agreement") as of this _____ day of _____, 2026.

RECITALS

A. The City has constructed a publicly owned parking structure (the "Uptown Parking Garage") located on the parcel commonly known as APN 401-16-071A, which is located on the north side of Forest Road just west of Smith Road (the "Property"). The City has applied to Arizona Water to establish domestic water service and fire service to the Uptown Parking Garage. As part of the City's construction of facilities needed solely to satisfy the City's fire protection needs at the Uptown Parking Garage, Arizona Water will pay the City for the incremental construction cost to upsize the water main that will provide long-term benefits to Arizona Water's distribution system (collectively the "Improvements"). The upsized water main is identified below in Sections 3 and 4 of this Agreement.

B. The Parties wish to implement a phased approach to construct the Improvements. Construction of the Improvements to provide fire protection to the Property and Uptown Parking Garage and upsizing certain portions of the Improvements are collectively referred herein as the "Project." Attachment A is a map that shows the geographic location of the Project and the Improvements.

C. The Parties have negotiated and wish to enter into this Agreement to set forth certain agreements between them regarding construction and phasing of the Improvements.

D. Arizona Water is a public service corporation subject to the jurisdiction of the Arizona Corporation Commission ("Commission"). Arizona Water's Sedona water distribution system provides public utility water service in the vicinity of the Property pursuant to a Certificate of Convenience and Necessity ("CCN") the Commission issued to Arizona Water. The Project lies entirely within Arizona Water's CCN.

AGREEMENT

Therefore, in consideration of the mutual agreements, covenants, promises, representations, and understandings contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. PROJECT SPECIFIC CIRCUMSTANCES

The Parties recognize the following project-specific circumstances:

a. Cooperative Public Infrastructure Improvement. This project involves coordination between the City and Arizona Water to construct the Improvements serving the

Property and Uptown Parking Garage while also providing long-term benefits to the Sedona water distribution system.

b. Public Safety Purpose and Mutual Public Benefit. The primary purpose of the Improvements is to provide fire protection infrastructure necessary to support occupancy of the Property and Uptown Parking Garage serving residents, businesses, visitors, and emergency response needs. The primary purpose of the upsized portion of the Improvements is to provide improved fire flows in the area of the Improvements.

c. Accelerated Infrastructure Delivery. The Project creates an opportunity to construct the Improvements sooner than they otherwise may have occurred by coordinating them with the City's construction project. This coordinated approach improves efficiency while reducing future construction costs and impacts.

d. Minimizing Community Impacts. By coordinating the Improvements with the Project, the parties reduce repeated roadway excavation, traffic disruptions, impacts to adjacent businesses, and inconvenience to residents and visitors that would otherwise occur if the improvements were undertaken separately.

e. Good Faith Cooperation. The implementation approach and cost allocation established in this Agreement reflect the Parties' mutual commitment to cooperate in good faith to achieve a practical, timely, and efficient solution that establishes fire protection to the Property and Uptown Parking Garage and to achieve the benefits of upsizing portions of the Improvements.

f. Project-Specific Agreement. The Parties acknowledge that this Agreement is intended solely to address the specific circumstances associated with the Project. Nothing contained herein is intended to establish precedent, policy, or expectation regarding future public or private development projects, utility extension agreements, or cost-sharing arrangements. Additionally, this Agreement does not amend or otherwise affect the existing Franchise Agreement between the City and Arizona Water.

2. SCOPE OF AGREEMENT

a. Effective Date. This Agreement becomes binding and effective only after it has been signed by the City and by a Vice-President or the President of Arizona Water ("Effective Date").

b. Term. This Agreement shall be in full force and effect from the Effective Date until the fulfillment of all obligations required by each Party under this Agreement or until June 30, 2028, whichever is earlier.

3. PHASE 1 IMPROVEMENTS

a. Purpose. Improvements made under Phase 1 of the Project to increase the existing Arizona Water water main from the current 6-inch diameter to a combination of 8-inch and 10-inch diameter baseline improvements necessary to provide fire protection required for short-term,

temporary occupancy of the Property and Uptown Parking Garage, as shown in Attachment A. Upsizing the baseline improvements necessary for the City's project to a 16-inch diameter water main will provide long-term benefits to Arizona Water's distribution system.

b. Construction. Under the terms of this Agreement, the City will construct approximately 800 linear feet of 16-inch ductile iron water main along Forest Road including one 8-inch private fire service, one 2-inch domestic service for a 2-inch meter, one 1-inch landscape service, and one public fire hydrant to the Property and Uptown Parking Garage (the "Phase 1 Improvements"). Subject to Section 7 of this Agreement, Cost Allocation, the City will provide labor, equipment, and all other materials required to construct the Phase 1 Improvements, except that Arizona Water will provide the City's contractor with approximately 800 linear feet of 16-inch ductile iron water main to construct the water main in the Phase 1 Improvements. Arizona Water will ensure that the City and the City's contractor have full opportunity to inspect the 800 linear feet of 16-inch ductile water main and may reject any portion that is not suitable for use for the Phase I Improvements. Arizona Water Company will provide replacement 16-inch ductile water main for any portions rejected. The City and the City's contractor will ensure Arizona Water has full opportunity to inspect and approve materials and construction of the Phase 1 Improvements. The sufficiency, condition, and completeness of the Phase 1 Improvements shall be subject to Arizona Water's review and written acceptance which shall not be unreasonably withheld.

c. Design. The City will design and permit the Phase 1 Improvements. The size, design, type, and quality of materials of the Phase 1 Improvements and their location will comply with Arizona Water's Construction Specifications and Standard Specification Drawings, contained in Attachment B, and with the applicable requirements of the Arizona Corporation Commission. The City's design of the Phase 1 Improvements will be subject to Arizona Water's review and written acceptance, which shall not be unreasonably withheld. If the City's design is in compliance with the requirements contained in this Subsection 3(c), then Arizona Water will assist the City in acquiring all applicable permits.

d. Testing. The City will complete testing and close out all permits required to complete construction of the Phase 1 Improvements. Arizona Water will reasonably assist the City with testing and permit close out.

e. Completion of Phase 1 Improvements. Completion of the Phase 1 Improvements and satisfaction of the applicable fire protection requirements shall be sufficient for short-term, temporary occupancy of the Property and Uptown Parking Garage. Completion, as used in this Agreement means the following requirements have been satisfied: (i) Arizona Water has issued written acceptance of the sufficiency, condition, and completeness of the Phase 1 Improvements; (ii) the City has completed all required testing; (iii) the City has closed all permits; (iv) the Sedona Fire District ("Fire District") has confirmed that the Phase 1 Improvements satisfy its requirements; and (v) Arizona Water is providing temporary water service.

f. Ownership of Phase 1 Improvements. Upon completion of construction and acceptance by Arizona Water, the Phase 1 water main will become the property of Arizona Water and will be subject to the existing Franchise Agreement between the Parties and Arizona Water will assume all operation, maintenance, repair, and replacement responsibilities for the Phase 1

water main. The City agrees it has no right to market, sell, convey, or assign any such capacity from the Phase 1 water main Improvements or in Arizona Water's Sedona water system.

g. Temporary Water Service. Upon Arizona Water's acceptance of the Phase 1 Improvements, Arizona Water will begin to provide temporary, terminable water service to the Property and Uptown Parking Garage. Arizona Water will provide temporary, terminable water service to the Property and Uptown Parking Garage until the Phase 2 Improvements (defined below) are constructed and in service or until June 30, 2028, whichever is earlier.

4. PHASE 2 IMPROVEMENTS

a. Purpose. Improvements made under Phase 2 of the Project to increase the existing Arizona Water water main from the current 6-inch diameter to an 8-inch diameter are necessary to provide fire protection required for permanent occupancy of the Property and Uptown Parking Garage. Upsizing the necessary 8-inch main to a 16-inch diameter water main will enhance the long-term reliability, redundancy, resiliency, and fire flow capacity of Arizona Water's distribution system.

b. Construction. The City will construct approximately 1,700 linear feet of 16-inch ductile iron water main along Van Deren Road and Schnebly Road and related facilities and appurtenances (the "Phase 2 Improvements"). Subject to Section 7 of this Agreement, Cost Allocation, the City will provide labor, equipment, and all other materials required to construct the Phase 2 Improvements, except that Arizona Water will provide the City's contractor with approximately 1,700 linear feet of 16-inch ductile iron water main to construct the water main in the Phase 2 Improvements. Arizona Water will ensure that the City and the City's contractor have full opportunity to inspect the 1700 linear feet of 16-inch ductile water main and may reject any portion that is not suitable for use for the Phase II Improvements. Arizona Water Company will provide replacement 16-inch ductile water main for any portions rejected. The City and the City's contractor will ensure Arizona Water has full opportunity to inspect and approve materials and construction of the Phase 2 Improvements. The sufficiency, condition, and completeness of the Phase 2 Improvements shall be subject to Arizona Water's review and written acceptance, which shall not be unreasonably withheld.

c. Design. The City will design and permit the Phase 2 Improvements. The size, design, type, and quality of materials of the Phase 2 Improvements and their location will comply with Arizona Water's Construction Specifications and Standard Specification Drawings, contained in Attachments B, and with the applicable requirements of the Arizona Corporation Commission. The City's design of the Phase 2 Improvements will be subject to Arizona Water's review and written acceptance, which shall not be unreasonably withheld. If the City's designs are in compliance with the requirements contained in this Subsection 4(c), then Arizona Water will assist City in acquiring all applicable permits.

d. Testing. The City will complete testing and close out all permits required to complete construction of the Phase 2 Improvements. Arizona Water will assist the City with testing and permit close out.

e. Completion of Phase 2 Improvements. Completion of the Phase 2 Improvements and satisfaction of the applicable fire protection requirements shall be sufficient for the permanent occupancy of the Property and Uptown Parking Garage. The Phase 2 Improvements will be complete when the following requirements have been satisfied: (i) Arizona Water has issued written acceptance of the sufficiency, condition, and completeness of the Phase 2 Improvements; (ii) the City completed all required testing; (iii) the City closed all permits; (iv) the Sedona Fire District ("Fire District") has confirmed that the Improvements satisfy its requirements; and (v) Arizona Water is providing permanent water service.

f. Ownership of Phase 2 Improvements. Upon completion of construction of the Phase 2 Improvements, and acceptance by Arizona Water, the Phase 2 water main will become the property of Arizona Water and will be subject to the existing Franchise Agreement between the Parties and Arizona Water will assume all operation, maintenance, repair, and replacement of the Phase 2 water main. The City agrees it has no right to market, sell, convey, or assign any such capacity from the Phase 2 Improvements or in Arizona Water's Sedona water distribution system.

g. Permanent Water Service. The temporary water service established in Subsection 3(g) will convert to permanent water service subject to Arizona Water's tariffs, including Arizona Water's Terms and Conditions Tariff TC-243, on file with the Arizona Corporation Commission after the completion of construction of the Phase 2 Improvements and upon written acceptance by Arizona Water of the sufficiency, condition, and completeness of the Phase 2 Improvements.

5. FIRE FLOW

The City has sole responsibility to determine the Water Infrastructure Facilities it requires to provide fire flow to the Property and Uptown Parking Garage. The City will submit construction plans to the Sedona Fire District for review and approval.

6. PROJECT SCHEDULE

The parties agree on the Project tasks and target completion dates identified in the Project schedule, as described below. The target completion date of the Phase 1 Improvements is December 31, 2026. The target completion date of the Phase 2 Improvements is September 30, 2027. The target completion dates are subject to permitting, procurement, weather, utility coordination, regulatory approvals, and other unforeseen conditions. A Party requesting modification of the Project Schedule shall do so by written amendment to this Agreement. The Party requesting the modification will submit the following in the amendment:

- i. The proposed change to the Project Schedule;
- ii. The reason for the change;
- iii. Associated cost impacts resulting from the proposed change.

7. COST ALLOCATION

- a. City. With the exception of Arizona Water's costs described in Section 7(b), the City will:

- i. provide and pay all costs associated with design, permitting, labor, equipment, and all material required to construct the Phase 1 and Phase 2 Improvements.
 - ii. pay its own costs for labor, review, and project management.
- b. Arizona Water. In consideration for the benefits the upsized water main will have on Arizona Water's Sedona water distribution system, Arizona Water will:
- i. provide a total of 2,500 linear feet of 16-inch ductile iron main that is in new condition and that was unused in other projects for use in the Phase I and Phase II improvements, subject to satisfactory inspection and acceptance by the City and City's contractor. The City and City's contractor will not be required to incorporate any pipe determined through such inspection to be unsuitable for use in the improvements. AWC will provide replacement 16-inch ductile iron main for any portions rejected by the City or the City's contractor to the Phase I and Phase II construction sites. If Arizona Water is unable to provide satisfactory replacement pipe, the Parties will determine an appropriate adjustment to the cost allocation in this Section 7 to account for the City's cost of obtaining the required 16-inch ductile iron water main.
 - ii. Phase 1 Improvements. Within thirty (30) days of receipt of an invoice from the City after Arizona Water's acceptance of the Phase 1 Improvements, reimburse the City an amount equal to 2.5% of the Actual Final Construction Cost of the Phase 1 Improvements. This percentage reflects the Parties' agreed allocation of the incremental cost of constructing the 16-inch Phase 1 Improvements compared with the baseline improvements necessary for the City's project, after accounting for Arizona Water's provision of the 16-inch ductile iron water main under subsection 7(b)(i).
 - iii. Phase 2 Improvements. Within thirty (30) days of receipt of an invoice from the City after Arizona Water's acceptance of the Phase 2 Improvements, reimburse the City an amount equal to 16.7% of the Actual Final Construction Cost of the Phase 2 Improvements. This percentage reflects the Parties' agreed allocation of the incremental cost of upsizing the Phase 2 Improvements from the City's necessary 8-inch water main to the 16-inch water main, after accounting for Arizona Water's provision of the 16-inch ductile iron water main under subsection 7(b)(i).
 - iv. Arizona Water will pay its own costs for labor, review, and project management.
- c. Actual Final Construction Cost. For purposes of this Section 7, "Actual Final Construction Cost" means the actual amounts paid or payable by the City to its contractor for construction of the applicable Phase 1 or Phase 2 Improvements, including labor, equipment, materials, and approved construction change orders attributable to the Improvements. Actual Final Construction Cost does not include design, permitting, construction management, City staff, legal, or other administrative costs.

8. TECHNICAL COORDINATION

a. Communication Procedures. All communications related to the Project shall be conducted through the designated representative(s) identified by each Party. Upon execution of this Agreement, each Party will identify in writing its designated representative(s). All communication concerning the Project shall be made in writing.

b. Coordination Meetings. The Parties will participate in monthly coordination meetings throughout the duration of the Project at dates and times mutually agreeable to the Parties. During the monthly coordination meetings, the Parties will discuss the Progress of the Project, exchange engineering information, design assumptions and updates, and any other topics that are appropriate to the Parties' needs in light of the scope and duration of the Project. In the event of an emergency, the Parties will participate in a coordination meeting immediately, or as soon as they are able, to discuss operational procedures.

c. Design Submission. As required under Subsections 3(c) and 4(c), the City's Phase 1 and Phase 2 designs are subject to Arizona Water's review and written acceptance which shall not be unreasonably withheld. The City will provide designs via electronic correspondence for Arizona Water's review. Arizona Water will provide comments and revisions to the City's designs within twenty (20) days of receipt.

9. RELATIONSHIP TO EXISTING AGREEMENTS, AUTHORITY, AND WATER SYSTEMS

a. Franchise Agreements. The Parties acknowledge and agree that this Agreement applies to the Project and Improvements only and in no way alters, amends, or replaces the Franchise Agreement Arizona Water and the City entered on August 13, 2024 or the Amendment to Franchise Agreement entered on October 28, 2025.

b. Statutory Authority. The Parties acknowledge and agree that the terms of this Agreement do not modify the statutory or regulatory authority of any Party.

10. MISCELLANEOUS PROVISIONS

a. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the Parties hereto, shall be assigned.

b. 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 mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following mediation. Said informal opinion and advice shall not be binding on the Parties, but shall be intended only to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute has not been resolved after mediation, the matter may then be submitted to the judicial system by any Party.

c. Venue; Jurisdiction; Jury Trial Waiver; Governing Law. All disputes, claims, and controversies between the Parties arising out of or related to this Agreement, other than those matters which are subject to the Commission's jurisdiction, may only be brought in a court of competent jurisdiction in Coconino County, Arizona. The 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. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to the choice of laws provisions thereof.

d. Attorneys' Fees and Costs. In the event any claim, controversy, or legal action, including arbitration, arises under this Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees, costs, and expenses.

e. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

f. Time is of the Essence and Delays. Time is of the essence and each Party will diligently perform its obligations hereunder in a timely fashion in accordance with the provisions of this Agreement. No Party shall be responsible for delays which are due to causes beyond that Party's reasonable control. In case of any such delay, any deadline established in this Agreement shall be extended accordingly, which requires a written amendment.

g. Remedies Upon Breach. If any Party to this Agreement materially breaches the terms of the Agreement, the non-breaching party will provide the breaching party with notice of the breach. Upon receipt of the notice of breach, the breaching party will have ten (10) business days to notify the other Party of its intent to cure and to begin taking action to cure. If the breaching party does not intend to cure, the breaching party will provide to the other party notice of this intention in writing. The non-breaching Party may exercise any and all remedies available to them under Arizona law

h. Notice Provisions. Notices concerning this Agreement and notices that this Agreement require must be in writing and sent by certified mail, by overnight courier, or by hand delivery, addressed as follows:

To Arizona Water:	ARIZONA WATER COMPANY 3805 North Black Canyon Highway Phoenix, Arizona 85015-5351 Attention: President
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To City:	City of Sedona 102 Roadrunner Drive Sedona, Arizona 86336 Attention: City Manager
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Notice will be deemed received five business days after deposit into the mail, one business day after deposit with an overnight courier, or on the same day as personal delivery. A Party may change its address by giving written notice of such change of address to the other Parties.

i. Signing in Counterparts. This Agreement may be signed in any number of counterparts and each signed counterpart will have the same force and effect. A copy, including

an electronic copy, of an original signed Agreement will be admissible in evidence to the same extent as an original.

j. Complete Agreement and Amendments. This Agreement, together with the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by written instrument with the express intention to do so. No amendment or modification will be binding unless made in writing and signed by duly authorized representatives of each Party to this Agreement.

k. Drafter. Each Party warrants that it has had full and fair opportunity to review this Agreement and to obtain the advice of counsel. Each Party will be considered the drafter of this Agreement and this Agreement will not be construed against either Party as the drafter thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers theretofore authorized as of the date first written above.

ARIZONA WATER COMPANY, an
Arizona corporation

By: _____
Name: _____
Its: _____

CITY OF SEDONA, an Arizona
municipal corporation

By: _____
Name: Holli Ploog
Its: Mayor

ATTEST:

By: _____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
E. Robert Spear
Vice President and General Counsel

APPROVED AS TO LEGAL FORM:

By: _____
Monique Coady, Interim City Attorney

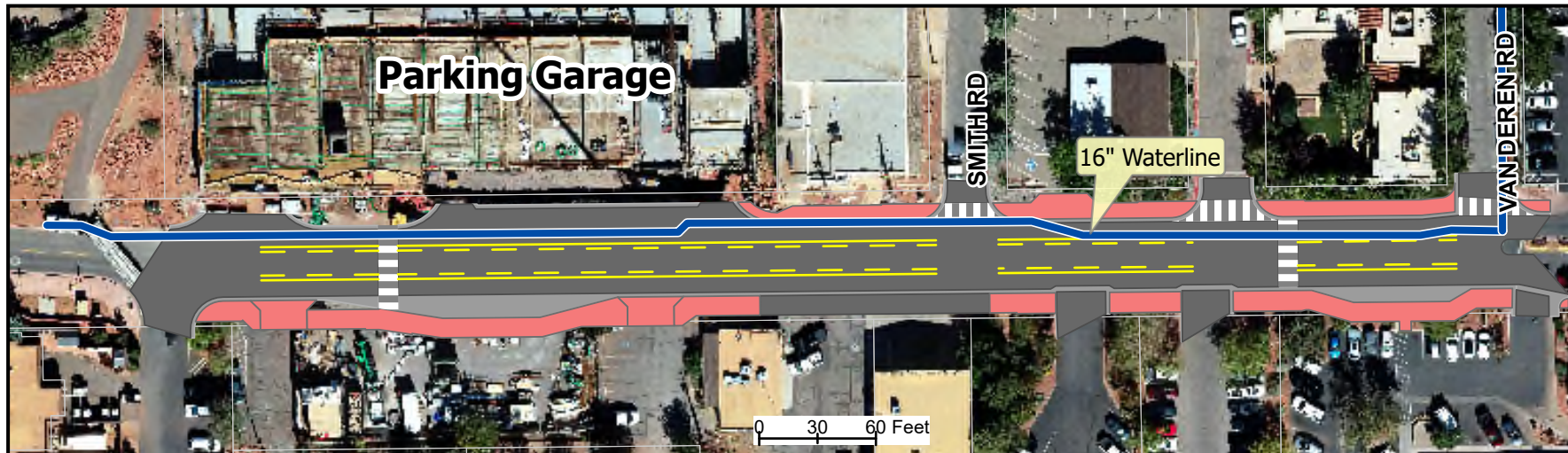
ATTACHMENT A

Aerial View

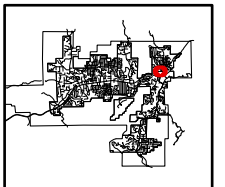
Forest Road & 16 " Waterline



- Curb
- Pavement
- Sidewalk
- Crosswalk
- Striping
- 8 inch Watermain
- 16 Inch Watermain
- Parcel Boundary



City Index



GIS - City of Sedona
8/6/2026
G:/Dept/PW/BobWelch/Forest RoadEast.aprx



This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty of fitness is implied. The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or arising from the information contained on this map.



CITY COUNCIL AGENDA BILL

AB 3349
September 22, 2026
Regular Business

Agenda Item: 9b

Proposed Action & Subject: Discussion/possible action for approval of an Ordinance amending SCC Article 15 (2024 I-codes and the 2023 National Electrical Code).

Department Community Development/Steve Mertes and Tony Allender

Time to Present 30 min.

Total Time for Item 1 hour

Other Council Meetings May 27, 2026 Work Session

Exhibits

- A. Fee Survey
- B. Code Amendment Analysis
- C. Energy Cost Analysis
- D. Possible Cost Savings
- E. Noted Amendment Changes
- F. Noted Amendment Changes
- G. Proposed Amendments
- H. Summary
- I. Ordinance
- J. Flagstaff Cost Analysis
- K. Contractor Responses

Finance Approval	BGW 8/24/26 JMC Reviewed 8/26/26
City Attorney Approval	MKC 8/27/2026
City Manager's Recommendation	Recommend approval ABS 8/31/26

Expenditure Required

\$ xxx

Amount Budgeted

\$ xxx

Account No.
(Description)

SUMMARY STATEMENT

Background: The current adopted building codes for the City of Sedona, under SCC Article 15, are the 2018 I-Codes (International Building Code, International Residential Code, etc.) and the 2017 National Electrical Code. When these codes were adopted, they were adopted with the cooperation of, and in sync with, the surrounding Verde Valley municipalities and Yavapai County. At that time, City Council agreed to maintain a 6-year adoption cycle which was also in line with the Verde Valley communities. As such, the update of our current building codes has been a Council priority in the last two years and is coming before Council now due to a delay in the printing of the International Residential Code and the International Mechanical Code by the International Code Council. The proposed code updates being brought before

Council at this time are a culmination of a year's worth of collaborative work with the Verde Valley communities and Yavapai County along with Prescott, Prescott Valley, Chino Valley and the Yavapai Contractor's Association. The goal was for every jurisdiction to adopt the 2024 I-Codes and the 2023 National Electrical Code, which almost all the municipalities already have, and to get our respective amendments as close as possible to each other.

At the May 27, 2026 Work Session, Council asked for a building permit fee survey, an adjustment to the submitted "Significant Amendment changes" spreadsheet to include a column identifying whether each amendment increased, decreased or had no change to the cost of construction, an analysis of what code sections could be removed to reduce the cost of construction and several requests regarding the International Property Maintenance Code. Included is documentation addressing Council's requests except those pertaining to the Property Maintenance Code, as those code amendments will be brought forth to Council at a later date for further discussion. A delay in amending the Property Maintenance Code does not impact the other jurisdictions.

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

The new codes have additional requirements to reduce water use, which is a strategy of the Water and Natural Systems chapter of the Climate Action Plan (CAP) and have Photo Voltaic and Electronic Vehicle (EV) ready requirements which fit in part, the action to, "Require EV-ready parking spaces in new commercial and multifamily developments". Additional CAP actions will be proposed as a part of the Sustainable Investment Group report.

Board/Commission Recommendation: ☐Applicable – ☒Not Applicable

Alternative(s): Not approve the ordinance.

MOTION

I move to: approve Ordinance 2026-__ amending Sedona City Code Title 15 (Buildings and Construction).

**Permit Fee Survey – Verde Valley Cities
As of August 2026**

2,500 sq.ft. SFR \$500,000 Valuation

Municipality	Permit Fee	Plan Review Fee	Total Permit Fees	Wastewater Capacity Fee	DIF Fees	All Fees
Camp Verde	\$4,117.00	\$2,676.00	\$6,793.00	\$1,750.00 *	\$0.00	\$8,543.00
Clarkdale	\$3,794.00	\$2,466.00	\$6,260.00	\$8,395.00 (1” Water Meter)	\$0.00	\$14,655.00
Cottonwood	\$5,659.00	\$3,678.00	\$9,337.00	\$7,518.00 (1” Water Meter)	\$0.00	\$16,855.00
Yavapai County	\$3,233.00	\$2,102.00	\$5,335.00	\$2,500.00	\$0.00	\$7,835.00
Sedona	\$2,887.00	\$1,876.00	\$4,763.00	\$12,160.00 (≤ 17 WSFU)	\$17,228.00	\$34,115.00

* Currently reviewing Sewer Capacity fees.

Proposed Building Code Amendment Significant Changes:

International Building Code:				
Section	Current Language	Proposed Change	Notes	Costs (+ -)
105.2 Work exempt from permit	5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.	5. Water tanks supported directly on grade if the capacity is not greater than 800 gallons (3,028.3 L) and the ratio of height to diameter or width is not greater than 2:1.	At a 2:1 ratio, a 4 foot diameter tank would be 8 foot in height. The capacity of such a tank would be just over 750 gallons.	+
International Residential Code:				
Section	Current Language	Proposed Change	Notes	
Appendix BK: COB Construction	None.	Adopting Appendix as written.	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix provides us with standards and code requirements for a home being built using Cob construction, an alternative building method, also known as monolithic adobe.	
Appendix BL: Hemp-Lime (Hempcrete) Construction	None.	Adopting Appendix as written.	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix provides us with standards and code requirements for a home being built using Hemp-Lime construction, an alternative building method, also known as hempcrete.	
Appendix BM: 3D-Printed Building Construction	None.	Adopting Appendix as written.	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix provides us with standards and code requirements for a home being built using 3-D Printed building construction, an alternative building method.	
Appendix NC: Zero Net Energy Residential	None.	Adopting Appendix as written.	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix	

Building Provisions			provides us with standards and code requirements for a new home using Zero Net Energy as an energy compliance alternative.	
Appendix ND: Electric Energy Storage Provisions	None.	Adopting Appendix as written except for adding the following new section: Section ND103.1.1 Approved locations. Energy Storage System (ESS) batteries shall not be installed within a dwelling except that such batteries may be installed within an attached garage. When installed within an attached garage, all walls separating the garage from the dwelling unit shall be protected with minimum 5/8" Type X gypsum board on the garage side	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix provides us with standards and code requirements for a home using battery systems to store energy from a solar system or other energy source. The new section is being added based upon discussions with the Sedona Fire District, the known difficulty of putting out an energy storage battery fire, the proliferation of battery storage systems, and they want to best protect people in their homes from a storage battery fire.	+
Appendix NL: Renewable Energy Infrastructure	None.	Adopting Appendix as written.	Per the ICC Codes, Appendices are not enforceable unless specifically adopted by the City. This Appendix provides us with code requirements for new homes to provide infrastructure and clear roof space for future solar (PV) installations. This was adopted previously from the 2018 IRC under a different name and slightly different requirements.	
R105.2 Work exempt from permit	4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.	4. Water tanks supported directly on grade if the capacity is not greater than 800 gallons (3,028.3 L) and the ratio of height to diameter or width is not greater than 2:1.	At a 2:1 ratio, a 4 foot diameter tank would be 8 foot in height. The capacity of such a tank would be just over 750 gallons. This change is repeated above in the IBC.	+
R105.2 Work exempt from permit	5. Sidewalks and driveways.	5. Sidewalks, driveways, patios, and other exterior similar exterior flatwork not containing electrical, fuel gas or plumbing installations, but not including sport courts that are required	Removing flatwork that includes plumbing, fuel gas or electrical installations as well as sport courts needing a CUP from this exemption.	

		to be built through the issuance of a Conditional Use Permit (CUP).		
R202 – Definition, Substantial Improvement	Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds 50% of the market value of the structure before the improvement or repair is started. (Partial section shown.)	Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds 50% of the construction cost of the structure before the improvement or repair is started. (Partial section shown.)	The wording was changed from “market rate” to “construction cost” at the request of the contractor focus group as market rate is too volatile and often lacks a consensus whereas construction cost has area specific rates from recognized estimating sources such as the Means Cost Data book. Staff concurs with their reasoning.	I
Table R301.2, Ground Snow Load	25 psf	20 psf	The 25 psf design criteria for ground snow load was a carry over from previous code amendments. However, it is exaggerated for this area and 20 psf is in line with most other municipalities in the area. This may create a cost savings in the roof design and installation.	—
Table R301.2, Wind Speed	115 mph V _{ult}	105 mph V _{ult}	The wind speed map in the Building Code was revised the design criteria for this area was lowered to 105 mph V _{ult}	—
R302.2.2, Common walls	Common walls separating townhouse units shall be assigned a fire-resistance rating in accordance with Item 1 or 2 and shall be rated for fire exposure from both sides. Common walls shall extend to and be tight against the exterior sheathing of the exterior walls, or the inside face of exterior walls without stud cavities, and the underside of the roof sheathing. (Partial section shown.)	Common walls separating townhouse units shall be assigned a fire-resistance rating in accordance with Item 1 or 2 and shall be rated for fire exposure from both sides. <i>The common wall separating townhouses and its outer membranes shall not be penetrated by any wood framing including joists, trusses, bracing or purlins.</i> Common walls shall extend to and be tight against the exterior sheathing of the exterior walls, or the inside face of exterior walls without stud cavities, and the underside of the roof sheathing. (Partial section shown.)	The wall separating townhomes is a fire-resistant rated wall that should be continuous and any penetrations should be firestopped with a listed firestop system. As there are no listed firestop systems for wood penetrations, the second sentence in the proposed section is a clarification for designers and contractors.	I

Table 302.6, Dwelling Unit Garage Separation	None.	Separation For garages with storage batteries (ESS), from dwelling units and attics Material Not less than 5/8" Type X gypsum Board or equivalent.	The new lines in this table are being added based upon discussions with the Sedona Fire District, the known difficulty of putting out an energy storage battery fire, the proliferation of battery storage systems, and the want to best protect people in their homes from a storage battery fire. Similar amendments are being added elsewhere in the code where applicable.	+
R302.13, Fire protection of floors, Exception 2	Floor assemblies located directly over a crawl space not intended for storage or for the installation of fuel-fired or electric-powered heating appliances.	Floor assemblies located directly over a crawl space not intended for storage or for the installation of fuel-fired or electric-powered heating appliances. <i>A crawl space not intended for storage is one that has a clear ceiling height from grade or floor to the underside of the framing above of less than 30" across all areas of the space.</i>	ICC leaves the definition of what "a crawl space not intended for storage" is. We have defined that as a crawl space that has more than 30" of clear height.	
R309, Automatic Sprinkler Systems	None.	R309 Automatic Sprinkler Systems, is hereby removed in its entirety. Automatic Fire Sprinkler Systems are regulated by the governing Fire District.	By state statute, municipalities are not permitted to require fire sprinkler systems in one- and two-family dwellings. By removing the section, it clarifies that the Sedona Fire District governs fire sprinkler systems and requirements.	
R319.1, Emergency escape and rescue opening required	Exceptions: 3. Where the dwelling unit or townhouse unit is equipped with an automatic fire sprinkler system installed in accordance with Section P2904, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following: 3.1 One means of egress complying with section R318 and one emergency escape and rescue	None. Exception deleted.	The same allowance is not granted in the code for bedrooms on the ground or upper levels of the home, even when fully sprinklered. If we are allowing a sleeping room in a below grade area of the house, it should have the same level of protection as sleeping rooms in all other areas of the house.	+

	opening. 3.2 Two means of egress complying with Section R318.			
R330.4, Locations	4. Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8" (15.9 mm) Type X gypsum wallboard. (Partial section shown.)	None. Item deleted.	This Item is being deleted based upon discussions with the Sedona Fire District, the known difficulty of putting out an energy storage battery fire, the proliferation of battery storage systems, and the want to best protect people in their homes from a storage battery fire.	
Chapter 11 Energy Efficiency	None.	Chapter 11 Energy Efficiency, is hereby deleted in its entirety and substituting Chapter 11 Energy Efficiency of the 2018 International Residential Code with the following amendment to Table 1101.7: Table N1101.7, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona.	In discussions with the Focus Group and in an effort to help keep building costs down, the current 2018 Energy Code is proposed to remain. It is determined that the additional energy savings does not outweigh the additional costs of the new code. None of the other communities within the area are adopting the 2024 Energy Codes. The amendment to Table N1101.7 indicates that energy designs and requirements can be based upon using Climate Zone 4B for the entire city, even though the Coconino portion of Sedona has a Climate Zone designation of 5B. This currently is a policy, and this amendment will make it code.	--
Section P2603.5.1, Sewer depth	None.	Section P2603.5.1, Sewer Depth, is hereby amended by replacing "Number" in the first sentence with "18" and replacing "Number" in the second sentence with "18".	This fixes a mistake from the 2018 amendments where the IRC asked for a depth to be added by the municipality and the depth was never placed in our amendments. The minimum used has always been 18", but it was never codified. This same fix will be added below for the IPC.	

Section E3406.2 Conductor material	Section E3406.2 Conductor material. Conductors used to conduct current and regulated by this code shall be of copper. All references to the contrary are hereby deleted from this code.	E3406.2 Conductor material. Conductors in this article shall be of copper, aluminum or copper-clad aluminum unless otherwise specified. Aluminum and copper-clad aluminum conductors shall be no less than 4 AWG in size, shall only be used for service entrance conductors or feeders, and shall be AA-8000 series electrical grade aluminum alloy conductor material. All references to the contrary are hereby deleted from this code.	In discussions with the Focus Group and in an effort to reduce the cost of building a dwelling unit, our code would now allow the use of aluminum wiring for service entrance and feeder conductors. The aluminum alloy specified has less expansion and contraction, and corrosion characteristics of previous aluminum wiring, thus greatly reducing the risks of using aluminum.	--
Section E3901.4.2, Island and peninsular countertops and work surfaces	None.	Section E3901.4.2, Island and peninsular countertops and work surfaces. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with Section E3901.4.3. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a minimum ½" raceway shall be provided from the electrical panel serving the required appliance circuits to an approved, covered junction box within or at the island, peninsular countertop or work station. The cover of said junction box shall be labeled, "For future receptacle installation".	The 2024 IRC now gives the builder the option to put in a receptacle(s) for an island or peninsular counter space, where as the 2018 IRC requires that at least one compliant receptacle be installed in each area. The new code also takes away the allowance to install a receptacle in the face of the cabinet within 12" of the countertop and where the countertop did not extend more than 6" beyond the receptacle, and now only allowing a receptacle that is placed within the countertop. The Focus Group liked having the option of whether to install an outlet or not, but wanted the previous option of installing the receptacle in the cabinet instead of trying to cut a hole within an expensive piece of marble or other material. There was also consensus that the pop-up receptacles on the market today were often not of the best quality and often did not work as intended. Building Safety finds no objection to allowing the installation within the face of the cabinet as previously	—

			permitted. As this section references the next section for location allowances, the following section and this are linked together.	
Section E3901.4.3, Receptacle outlet location	None.	Exception: Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop or work surface at islands and peninsular countertops and work surfaces where the surface is flat across its entire surface and there is no means to mount a receptacle within 20" of the countertop, such as in an overhead cabinet. Receptacles mounted below the countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6" beyond its support base.	See explanation for Section E3901.4.2 above.	—
International Plumbing Code:				
Section	Current Language	Proposed Change	Notes	
Section 305.4.1, Sewer Depth	None.	Section 305.4.1, Sewer Depth, is hereby amended by replacing "Number" in the first sentence with "18" and replacing "Number" in the second sentence with "18".	This fixes a mistake from the 2018 amendments where the IPC asked for a depth to be added by the municipality and the depth was never placed in our amendments. The minimum used has always been 18", but it was never codified.	I

National Electrical Code:				
Section	Current Language	Proposed Change	Notes	
Section 110.5, Conductors	Conductors normally used to carry current shall be of copper. All references to the contrary are hereby deleted from this code.	Aluminum and copper-clad aluminum conductors shall only be used for service entrance conductors or feeders and shall be AA-8000 series electrical grade aluminum alloy conductor material.	In discussions with the Focus Group and in an effort to reduce the cost of building a dwelling unit, our code would now allow the use of aluminum wiring for service entrance and feeder conductors. The aluminum alloy specified has less expansion and contraction, and corrosion characteristics of previous aluminum wiring, thus greatly reducing the risks of using aluminum.	--

Section 210.52(C)(2), , Island and Peninsular Countertops and Work Surfaces	None.	210.52(C)(2) Island and Peninsular Countertops and Work Surfaces. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with Section 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a minimum ½” raceway shall be provided from the electrical panel serving the required appliance circuits to an approved, covered junction box within or at the island, peninsular countertop or work station. The cover of said junction box shall be labeled, “For future receptacle installation”.	The 2023 NEC now gives the builder the option to put in a receptacle(s) for an island or peninsular counter space, where as the 2018 IRC requires that at least one compliant receptacle be installed in each area. The new code also takes away the allowance to install a receptacle in the face of the cabinet within 12” of the countertop and where the countertop did not extend more than 6” beyond the receptacle, and now only allowing a receptacle that is placed within the countertop. The Focus Group liked having the option of whether to install an outlet or not, but wanted the previous option of installing the receptacle in the cabinet instead of trying to cut a hole within an expensive piece of marble or other material. There was also consensus that the pop-up receptacles on the market today were often not of the best quality and often did not work as intended. Building Safety finds no objection to allowing the installation within the face of the cabinet as previously permitted. As this section references the next section for location allowances, the following section and this are linked together.	—
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Section 210.52(C)(3), Receptacle Outlet Location	None.	Exception: Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop or work surface at islands and peninsular countertops and work surfaces where the surface is flat across its entire surface and there is no means to mount a receptacle within 20" of the countertop, such as in an overhead cabinet. Receptacles mounted below the countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6" beyond its support base.	See explanation for Section 210.52(C)(2) above.	—
Section 310.3(B), Conductor Material	Conductors in this article shall be of copper. All references to the contrary are hereby deleted from this code.	310.3(B) Conductor Material. Conductors in this article shall be of copper, aluminum or copper-clad aluminum unless otherwise specified. Aluminum and copper-clad aluminum conductors shall be no less than 4 AWG in size, shall only be used for service entrance conductors or feeders, and shall be AA-8000 series electrical grade aluminum alloy conductor material.	In discussions with the Focus Group and in an effort to reduce the cost of building a dwelling unit, our code would now allow the use of aluminum wiring for service entrance and feeder conductors. The aluminum alloy specified has less expansion and contraction, and corrosion characteristics of previous aluminum wiring, thus greatly reducing the risks of using aluminum.	— —
International Mechanical Code:				
Section	Current Language	Proposed Change	Notes	
Section 403.1, Ventilation system	None.	Return air for enclosed rooms and areas shall be provided through the use of approved ducts, plenums, transfer ducts and transfer grills. Return air shall not be provided through the use of under-door cuts or openings.	This section was in the previous amendments under the IRC, but was never included within the IMC. Having a central return air system that only uses the undercut of the door as its return air path creates large pressure and temperature differentials, puts a strain on the blower motor and is less energy efficient.	+
International Fuel Gas Code:				

Section	Current Language	Proposed Change	Notes	
No substantial changes.				
International Existing Building Code:				
Section	Current Language	Proposed Change	Notes	
No substantial changes.				
International Energy Conservation Code:				
Section	Current Language	Proposed Change	Notes	
The 2018 IECC will remain as our Energy Code.		None.	In discussions with the Focus Group and in an effort to help keep building costs down, the current 2018 Energy Code is proposed to remain. It is determined that the additional energy savings does not outweigh the additional costs of the new code. None of the other communities within the area are adopting the 2024 Energy Codes.	--
Table C301.1, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY	None.	Table C301.1, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona.	The amendment to Table N1101.7 indicates that energy designs and requirements can be based upon using Climate Zone 4B for the entire city, even though the Coconino portion of Sedona has a Climate Zone designation of 5B. This currently is a policy, and this amendment will make it code. This same change was made to Table R301.1 in the residential section of the code.	
International Swimming Pool and Spa Code:				
Section	Current Language	Proposed Change	Notes	

Section 305.1, General	None.	305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas and above-ground hot tubs having a height of at least 28" above grade on all sides for a distance of three feet (3'-0") horizontal are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.	This proposed amendment removes the allowance to use an ASTM F1346 motorized cover as the principle pool barrier for the property, in lieu of a wall or fence. This change was made for additional safety in the wake of additional pool tragedies in Arizona this past summer and the increase in verified complaints that the pool cover was kept open during and previous to rentals at Short-term Rental properties. If this amendment is approved, ASTM F1346 motorized pool covers will only be able to be used as a barrier to access from the house.	++
Section 305.3.3, Latch release	None.	Where door, gate latch and motorized cover release or operation mechanism are of the self-locking type, such as where the lock or cover is operated by means of a key, switch, an electronic opener or the entry of a combination into an integral combination lock, the lock or cover operation control and the latch release mechanism shall be located above the finished floor or ground surface in accordance with the following:	Where an ASTM F1346 motorized cover is used, policy has been to require that the switch, key, operating mechanism be located at no less than 54" above the floor or grade, similar to the height of gate latches, window and door latches, etc., so as to prevent operation by small children. This amendment will now codify the required location.	
International Property Maintenance Code:				
Section	Current Language	Proposed Change	Notes	
		Adoption not requested at this time.		

Legend:

+ or - = \$50 to \$1,000 added cost (+) or savings (-)

| = No change in cost

++ or -- = \$1,001 to \$10,000 added cost (++) or savings (--)



Energy Impact Study of the 2018 IECC and 2024 IECC Energy Codes for Nebraska

**Amy Musser, Ph.D., P.E.
Principal
Vandemusser Design, LLC**

Mar. 19, 2025

Executive Summary

The focus of this report is to evaluate the annual residential energy consumption under two energy code conditions. The codes compared are:

- Nebraska's current residential energy code, the 2018 International Energy Conservation Code (IECC), and
- The 2024 International Energy Conservation Code (IECC).

2024 IECC consumes less energy, construction cost payback varies depending on fuel, system type, and location.

The findings of this study indicate that the 2024 International Energy Conservation Code would result in lower energy consumption for homes in all areas of the state. The savings include cooling, heating, lighting, and appliance energy use. The energy savings are largest for homes heated using electric heat pumps.

The largest savings was due to ductwork improvements, most of which are attributable to a new section of the code (Section 408), which allows users of the code to choose from a large menu of options for increased efficiency. Builders must choose at least two different options, worth at least 10 "credits". For the purpose of this analysis, we assumed that most builders would choose to locate at least 80% of ductwork inside conditioned space. We also assumed that those using gas furnaces would choose a high efficiency furnace (95 AFUE) and those using heat pumps would choose to reduce their overall house airtightness to 2.5 ACH50. Many new homes are already built in this way, so in those cases both the associated savings and the construction cost would be neutral. However, for homes that are not already doing this, significant savings can be achieved.

Other changes that contributed to energy savings are increased wall insulation, lower fenestration U-value, improved ventilation system fan efficiency, and an increase to 100% high-efficacy lighting.

The average energy savings was 16.5%, and ranged from 11% to 25% for the various house sizes and locations. The average savings in whole-house energy cost was 12%. Homes using heat pumps averaged 17% cost savings, while homes using gas furnaces averaged 7% cost savings. Depending on house size and location, the savings range from \$104 to \$906 per year, with an average annual savings of \$354.

A cost analysis performed for a median sized house in Omaha showed that overall, the simple payback period for upgrading to the 2024 IECC was approximately 10 years for the home with an electric heat pump and approximately 38 years for the home with a gas furnace. This was in part due to unusually low current gas rates in Omaha. Using the rate paid by residents in other locations in the state, the payback would be about 19 years for the home with a gas furnace.

Using the same example of the median sized home, homeowners with a 30-year mortgage and a heat pump system would pay \$103 less per year for combined energy and mortgage payments. The same example with a gas furnace would see homeowners paying a combined \$346 per year more for energy and mortgage payments, but this would drop to \$190 if gas rates increased to match what ratepayers outside of Omaha are currently paying.

Key differences between 2018 and 2024 codes

Key changes in the 2024 IECC include:

1. Minimum wall R-value has increased. The 2018 IECC required at least R-20 (cavity) or 13+5 (cavity + continuous). The 2024 IECC increases the requirement to at least R-30 cavity, R-20+5 (cavity plus continuous), R-13+10 or R-0+15.
2. The minimum percentage of high-efficacy lighting has increased from 90% to 100%. The definition of “high-efficacy lighting” also changes between the codes. The 2018 definition ranged from >40 to >60 lumens per Watt, depending on the Wattage of the lamp. The 2024 definition is increased to >65 lumens per Watt for all lamps or >45 lumens per Watt for all luminaires. Because the market has largely moved toward LEDs that meet both of these definitions, our modeling was performed using LED lighting for both the 2018 and 2024 cases.
3. The 2024 IECC adds a new section 408 that requires an “additional efficiency package”. Users of the prescriptive code must choose from a large menu of options, from which they must earn *at least 10 points using at least 2 different increased efficiency measures*. The measures include things like increasing the overall insulation performance, increased equipment or appliance efficiencies, increased airtightness and decreased duct leakage. For our modeling we used a different set of options for the homes with heat pumps vs furnace/AC.
 - a. Heat pump cases – 7 points were obtained by locating 80% of ductwork inside conditioned space (option 408.2.4(3)). An additional 3 points were obtained by improving the home’s airtightness from 3.0 ACH50 in the base code to 2.5 ACH50 (option 408.2.1.4).
 - b. Furnace/AC cases – As with the heat pump cases, 7 points were earned by locating 80% of the ductwork in side conditioned space. 5 additional points are available for using a gas furnace with at least 95 AFUE efficiency (option R408.2.2(5)). These are already commonly installed in Nebraska and this is actually the efficiency that we use in our base case for both energy codes.
4. The maximum glazing U-factor decreases by a small amount from 0.30 in the 2018 IECC to 0.28 in the 2024 IECC. Neither version of the code places limits on the window solar heat gain coefficient.
5. The 2024 IECC adds new requirements for dimmers and automatic shutoffs on most lighting and exhaust fans.

About the Study

The study considers the annual energy consumption of houses constructed according to the 2018 and 2024 IECC energy codes. Energy use was modeled for three cities selected to represent climate variability in the state: Chadron, Norfolk, and Omaha. Energy modeling was performed using Ektrope, a commercially available software tool that conforms to RESNET standards¹ for home energy ratings. The RESNET standard is used as the basis for energy-efficient mortgages and is also a primary method used by EPA to determine compliance for the Energy Star® new homes program. It is the most widely accepted means of assessing and comparing home energy performance currently being used in the US.

Four houses were modeled for the study. These include a small ranch style house with 1,453 square feet (sf), a medium ranch style house with 1,852 sf, a medium two-story house with 2,103 sf, and a large two story house at 2,932 sf. Each house was modeled with both 12% and 18% window to wall area ratio. Occupancy and usage patterns were based on national data for average use. Modeling was performed using two different heating/cooling system combinations: (a) a 14.3 SEER2/7.5 HSPF2 heat pump and (b) a 14.3 SEER2 air conditioner with a 95% AFUE gas furnace.

The modeling approach and houses used in this analysis were based on those used for a 2003 study of Nebraska energy codes², and follow-up studies performed in 2006, 2009, 2012, 2015, 2018, and 2021 based on updated versions of the IECC^{3,4,5,6,7,8,9}. The first study investigated the life cycle cost impacts of upgrading Nebraska's state energy code from the 1983 Model Energy Code to the 2000 IECC. That study concluded that the new energy code would save buyers of new homes between \$50 and \$295 per year, depending on the size of the house and where they lived. Statewide, the new code was projected to save homeowners \$254,000 the first year, and \$59.6 million dollars over the life of houses built before 2018. The 2006 study showed that adoption of the 2006 IECC would not save energy compared with the 2003 IECC for the majority of new homes in Nebraska. The 2009 study showed that the 2009 IECC would provide savings, despite some reductions in required envelope insulation. The 2009 IECC was subsequently adopted by the state. The 2012 IECC and 2015 IECC included many of the changes that are in the 2018 IECC, and produced energy savings in heating and lighting, but were not subsequently adopted by the state. The 2018 IECC showed further savings and was subsequently adopted and is the current code in Nebraska. The 2021 IECC showed savings but had a long payback and was not adopted by the state.

About Energy Codes

Energy codes establish minimum insulation requirements for both commercial and residential buildings. Residential codes benefit homeowners by ensuring that newly constructed homes make use of modern techniques and products that make houses energy-efficient. This results in lower energy bills and often improved thermal comfort for the homeowner, and optimal utilization of fossil fuels and nonrenewable resources for communities. Codes also level the playing field for builders by requiring a basic level of quality in areas that homeowners might not see when they are buying a house (for example, the insulation in the walls).

About the Author

Amy Musser holds a Ph.D. degree in Architectural Engineering and an M.S. degree in Mechanical Engineering. She is also a registered professional engineer in the state of Nebraska, and has been conducting research in the fields of building energy and indoor air quality for approximately 30 years. She completed the original Nebraska codes study that investigated the life cycle cost impact of the 2000 IECC for Nebraska while she was a faculty member in the Architectural Engineering Program at the University of Nebraska-Lincoln. She currently holds the position of Principal at Vandemusser Design, LLC, a building energy and air quality consulting firm that she co-founded.

Disclaimer

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Introduction

The objective of this study was to compare the energy impact for Nebraska homeowners under the 2018 International Energy Conservation Code (IECC) and the 2024 IECC. The comparisons were performed with a 14.3 SEER2/7.5 HSPF2 electric heat pump and a 14.3 SEER2 air conditioner with 95% AFUE gas furnace. The study compares the modeled energy use of four houses in three Nebraska climates: Omaha, Norfolk, and Chadron. The four houses are based on those used for previous studies of Nebraska energy codes^{2,3,4,5,6,7,8,9}. The houses include a ranch style house at the 20th percentile size being constructed in Nebraska, a ranch style house and a two-story house at the median and average home sizes, and a two-story house at the 80th percentile size. Each house is investigated with both 12% and 18% window to wall area ratio. Occupancy and appliance loads were modeled based on the RESNET standard¹.

Selection and specification of houses modeled

House size and type

The four houses studied were based on those used for a previous study of the life cycle cost impact of adopting the 2000 IECC in Nebraska². A 2002 survey of Nebraska building code officials conducted as part of that study was used as the basis for selecting four homes for modeling. Their square footages represent homes at the 20th percentile, mean, median, and 80th percentile of Nebraska homes. The actual houses modeled, their square footages, and other characteristics are shown in Table 1.

One difference from the original study is that the four houses were modeled with window to wall area ratios of both 12% and 18%. In the original study, the houses were modeled with the actual window area shown on the building plans. The 2006 study³ was updated to model the homes with window to wall ratios of 12% and 18% due to a code change eliminating more stringent requirements for homes with larger than a 15% window to wall ratio.

House	Plan area	Style	Ceiling height (range, ft)	Above grade exterior wall area (sf)
20 th percentile	1,453 sf	ranch	7.5-10.0	1,530
Surveyed mean	1,852 sf	ranch	7.5-10.0	2,000
Midwest mean	2,103 sf	2 story	7.5-9.0	2,620
80 th percentile	2,932 sf	2 story	7.5-12.7	2,540

Table 1. Characteristics of houses modeled.

According to the 2002 survey, 92% of Nebraska houses have basements and 26% of these are finished basements. All four houses were modeled with conditioned basements (the square footage in Table 1 does not include the basement square footage). The survey also found that when records on the type of heating and cooling systems installed were available, 67% of new homes had gas-fired forced air furnaces and central air conditioning systems. All four homes were modeled using this type of heating/cooling system for both codes, as well as with an all-electric heat pump system.

Occupant and appliance loads

Occupant behavior and heat gains associated with people and their activities influence the energy required for heating and cooling. The RESNET standard assumes a default lighting and appliance load based on the square footage of the home, as well as typical occupant schedules that affect the consumption of this energy and the internal loads in the home. The number of people living in each home under the standard is the number of bedrooms plus one.

Codes

Two energy code conditions and two heating systems were modeled. The codes were the 2018 IECC (International Energy Conservation Code) and the 2024 IECC. Two heating/cooling systems were modeled for each code: a 14.3 SEER2/7.5 HSPF2 electric heat pump, and a 14.3 SEER2 air conditioner with a 95% AFUE furnace.

Key changes in the 2024 IECC include:

1. Minimum wall R-value has increased. The 2018 IECC required at least R-20 (cavity) or 13+5 (cavity + continuous). The 2024 IECC increases the requirement to at least R-30 cavity, R-20+5 (cavity plus continuous), R-13+10 or R-0+15.
2. The minimum percentage of high-efficacy lighting has increased from 90% to 100%. The definition of “high-efficacy lighting” also changes between the codes. The 2018 definition ranged from >40 to >60 lumens per Watt, depending on the Wattage of the lamp. The 2024 definition is increased to >65 lumens per Watt for all lamps or >45 lumens per Watt for all luminaires. Because the market has largely moved toward LEDs that meet both definitions, our modeling was performed using LED lighting for both the 2018 and 2024 cases.
3. The 2024 IECC adds a new section 408 that requires an “additional efficiency package”. Users of the prescriptive code must choose from a large menu of options, from which they must earn at least 10 points using at least 2 different increased efficiency measures. The measures include things like increasing the overall insulation performance, increased equipment or appliance efficiencies, increased airtightness and decreased duct leakage. For our modeling we used a different set of options for the homes with heat pumps vs furnace/AC.
 - a. Heat pump cases – 7 points were obtained by locating 80% of ductwork inside conditioned space (option 408.2.4(3)). An additional 3 points were obtained by improving the home’s airtightness from 3.0 ACH50 in the base code to 2.5 ACH50 (option 408.2.1.4).
 - b. Furnace/AC cases – As with the heat pump cases, 7 points were earned by locating 80% of the ductwork in side conditioned space. 5 additional points are available for using a gas furnace with at least 95 AFUE efficiency (option R408.2.2(5)). These are already commonly installed in Nebraska and this is actually the efficiency that we use in our base case for both energy codes.
4. The maximum glazing U-factor decreases by a small amount from 0.30 in the 2018 IECC to 0.28 in the 2024 IECC. Neither version of the code places limits on the window solar heat gain coefficient.

The following minor changes are also included in the 2024 IECC:

1. The maximum prescribed U-factor for skylights decreases from 0.55 in 2018 to 0.50 in 2024. None of the homes in this study included skylights, and skylights meeting both versions of the code are widely available in the marketplace.
2. Additional options are added for some components to provide flexibility in using the prescriptive code. For instance, options for continuous insulation in floor and roof assemblies are added. The requirements for cavity insulation that are used in assemblies by most builders remain unchanged.
3. There is a minor change to the code for slabs on grade (not modeled in any of the homes in this study). The requirement for both 2018 and 2024 is R-10, but the length is extended from 2 ft wide to 3 ft wide. In 2018 this insulation was required for slabs within 12" of grade but this has been increased to within 24" of grade for 2024.
4. There are some minor changes related to ductwork. In 2018, supply ducts outside conditioned space required at least R-8 insulation, while return ducts could be insulated to R-6. In 2024, all ducts outside conditioned space require R-8 insulation. Duct testing requirements are essentially unchanged, except that the 2024 IECC requires airtightness testing of ducts located entirely inside conditioned space. The 2024 IECC does include some allowances for higher duct leakage in homes with a larger number of returns, serving small square footage, or ducts entirely in conditioned space. None of these allowances were taken for the modeling in this study. It should also be mentioned here that due to the selection of improved duct leakage in Section 408 (mentioned under "key changes") those specifications were used in modeling for the 2024 cases. Finally, the code adds a requirement for sizing using Manual D.
5. Both the 2018 and 2024 IECC require builders to meet an air sealing checklist (table R402.5.1.1 in the 2024). These are substantially similar with a few changes that primarily offer clarification. The 2021 IECC had introduced a requirement for NEMA OS4 electrical boxes. This has been substantially scaled back and clarified in the 2024 version. The new language includes only "air-sealed...boxes that penetrate the air barrier of the building thermal envelope", which would only apply to exterior outlets and not every outlet located in an exterior wall. This should contribute in a minor way to improved home airtightness, but since the air leakage requirement is 3 ACH50 for both versions of the code, the simulations weren't impacted.
6. There is a new section in 2024 (R403.13) addressing gas fireplaces. Installing a fireplace is optional, and is not part of the energy model that was used for the study. The new requirements have the potential to both save energy and provide indoor air quality benefits. Key new requirements are:
 - a. on on-demand pilot or intermittent/interrupted ignition rather than a continuous pilot
 - b. minimum efficiency of 50%
 - c. vented gas fireplaces must be ANSI listed/labeled.
7. By reference to the IRC or IMC, both the 2018 and 2024 IECC require a whole-house ventilation system using rates specified by ASHRAE Standard 62.2¹⁰. The ventilation rates required for this standard changed between its 2010 and 2013 (and later) versions. We believe that most in Nebraska are still using the 2010 version, so it was used in all simulations for this report. There is a change in minimum cfm/Watt for ventilation systems. For the 2018 IECC, 1.4 cfm/Watt was required; this increases to 2.8 cfm/Watt in 2024. The 2024 IECC requires

flow rates for whole house ventilation to be measured, a change that is included in the cost section of the report.

8. The 2024 IECC has a new requirement for intermittent exhaust fan controls for toilet rooms and bathrooms. Builders can choose a timer control, occupant sensor, humidity control, or contaminant control. The use of a timer control is included in the cost section of the report. This is more of a health and safety upgrade and is not included in the energy modeling.
9. The 2024 IECC has a new section requiring dimmers or automatic shutoff. All “habitable spaces” are required to have either a dimmer OR an automatic shutoff that shuts off the lights 20 min after occupants leave. Garages, unfinished basements, laundry rooms, and utility rooms require an automatic shutoff that shuts off the lights 20 min after occupants leave. Exterior lighting must have photo-sensor shutoff (for any home with > 30 W total exterior lighting, which would include most homes). As with the treatment of dimmers in previous reports, this is difficult to include in energy modeling since it involves occupant behavior but discussion of the cost and possible benefits is included in the cost section of the report.

Table 2 summarizes the required component values for each of the code conditions. The requirements shown below in Table 2 are associated with the “prescriptive compliance option” of each code, which is the easiest and most often used means of code compliance.

Component	2018 IECC (case a)	2018 IECC (case b)	2024 IECC (case a)	2024 IECC (case b)
	Heat pump	Furnace+AC	Heat pump	Furnace+AC
Glazing U-factor	0.30	0.30	0.28	0.28
Glazing SHGC	none	none	none	none
Opaque door U-factor	0.30	0.30	0.28	0.28
Ceiling R-value (note a)	49	49	49	49
Wall R-value (note b)	20 or 13+5	20 or 13+5	30 or 20+5 or 13+10 or 0+20	30 or 20+5 or 13+10 or 0+20
Floor R-value (notes b, c)	30	30	30 or 19+7.5 or 0+20	30 or 19+7.5 or 0+20
Basement wall R-value (note b)	19 or 0+15	19 or 0+15	19 or 13+5 or 0+15	19 or 13+5 or 0+15
Forced air furnace (AFUE) (note d)	N/A	95%	N/A	95%
Central AC/heat pump (SEER2) (note e)	14.3	14.3	14.3	14.3
Heat pump HSPF2 (note e)	7.5	N/A	7.5	N/A
Programmable thermostat	Yes	Yes	Yes	Yes
% HE lighting (interior)	90	90	100	100
Blower door (ACH50)	3	3	2.5 (note g)	3
Mechanical ventilation cfm/Watt	1.4	1.4	2.8	2.8
Duct insulation R-value (note f)	8/6/6	8/6/6	8/8/6	8/8/6
Duct leakage to outdoors (base code)	2 cfm/100 sf	2 cfm/100 sf	2 cfm/100 sf	2 cfm/100 sf
Modeled duct leakage to outdoors/location (2024 cases - note g)	2 cfm/100 sf (50% Cond. Space)	2 cfm/100 sf (50% Cond. Space)	0.8 cfm/100 sf (80% Cond. Space)	0.8 cfm/100 sf (80% Cond. Space)

Table 2. Component requirements by building code.

Note a: In both codes, R30 may also be used for ceiling areas of up to 20% (max 500 sf) with no attic. Both codes also allow a reduction if uncompressed insulation extends the whole way to the eaves, which was not used in this report.

Note b: The format 13+5 refers to R13 cavity insulation plus R5 continuous insulation.

Note c: Less than R30 may be used if sufficient to fill the framing cavity; with a minimum of R19.

Note d: The current minimum federal efficiency of 80% is required, but 95% is widely installed, will be the federal minimum in 2028, and was used for the analysis.

Note e: The national energy efficiency standard for residential heat pumps manufactured after 2023.

Note f: The format 8/6/6 refers to R-8 supply ducts in attics, R-6 for return ducts in attics, and R-6 for ducts in the conditioned envelope.

Note g: These specifications are improved beyond the prescriptive track to meet section 408.

Neither of the codes modeled places a limit on window to wall ratio. Both codes also allow lower R values to be used for ceilings and floors if the insulation fills the framing cavity. In this analysis, we assumed that the builder did *not* make use of this exemption for floors. The exception was allowed for a small section of vaulted ceiling (5% of the total roof area) in the largest of the home plans, where a vaulted ceiling was modeled as R-30 for both codes.

The houses in this study had only small areas of framed insulated floor, which was limited primarily to framed floors over garages. Modeling was performed with basement insulation in cavity walls, with R-19 used for both codes.

The 2024 code does have minor changes to on-grade slab insulation (a change from 2 ft to 4 ft required) and crawlspace wall insulation (an additional compliance option was added). These conditions don't impact the models in this study since neither envelope component is present in these homes.

Climates

Three cities were chosen to represent the climate variation in Nebraska. The National Oceanic and Atmospheric Administration (NOAA) publishes a list of annual degree days that includes approximately 140 cities and towns in the state of Nebraska. The heating degree days (65°F base) in the state range from 5,552 to 7,862. Table 3 summarizes the selected cities and their actual numbers of degree days. Numbers of degree days for other code jurisdictions not shown can be found in Table A1 in the appendix to this report. Note that the state's second largest city, Lincoln, has nearly the same climate as Omaha (6,119 vs. 6,153 heating degree days).

City	Annual heating degree days	Annual cooling degree days
Omaha	6,153	1019
Norfolk	6,766	939
Chadron	7,021	770

Table 3. Selected Nebraska cities and climates.

The climate zone map for Nebraska is unchanged between the 2018 and 2024 IECC, both of which place the entire state of Nebraska in a single climate zone (5). Variations in actual heating degree days and cooling degree hours throughout the state will cause different cities to respond to code changes in slightly different ways.

Component Selection

Since variations in the way that some components are selected and installed can impact thermal performance, and because certain products are available only in discrete increments of R-value, it was necessary to specify some components in detail.

Windows

All code conditions are modeled with a window having exactly the prescribed U-factor.

Although neither code places limits on the SHGC (solar heat gain factor), this specification can significantly impact energy results. From a practical standpoint the methods used to achieve the U-values prescribed by the code tend to also lower the SHGC and glazing products that are widely installed tend to have lower SHGC values than in the past. For both codes in this analysis, an SHGC of 0.33 was used.

This SHGC was derived from a review of available residential glass types from Cardinal, one of the major providers of glass for windows manufactured in the US. Of the glass types that could achieve the code-required U-value when installed in an assembly, the highest SHGC among non-specialty widely used options was 0.41 (low-e 272 glass). When testing is performed on an assembly, the assembly SHGC is typically about 80% of the glass SHGC (to allow for frame effects), which produces an SHGC of 0.33.

Windows were modeled at 12% or 18% window to wall ratio, with 25% of the window area placed in each compass direction (N, S, E, and W) and no overhang.

Exterior wall insulation

In the model, the R-value of cavity insulation is adjusted to account for the effects of wood studs and other framing members. For this analysis, a framing factor of 0.23 was used; this means that the wood construction makes up 23% of the wall surface area.

The 2018 IECC requires R-20 cavity insulation or R-13 cavity insulation with R-5 rigid insulation on the exterior. Typically, fiberglass batts are currently available in R-19 and R-21 increments. Cellulose insulation is typically R-21 when used in a 2x6 wall, and spray foams are now available that can be applied in various thicknesses to achieve R-values of 20 or more in a 2x6 cavity. Based on the code requirement for R-20, it is likely that most 2x6 walls will actually have installed R-21 cavity insulation. The overall U-factor for this assembly is 0.058. The U-factor for an assembly with exactly R-20 cavity insulation is 0.060. If the 13+5 method is used, a 2x4 stud wall with R-5 exterior insulation achieves a U-value of 0.058. However, accounting for sheathing on 25% of the exterior, the resulting U-value is 0.060. Because all of these scenarios are very close to one another, the 2018 IECC was modeled with an R-20 cavity insulation in a 2x6 wall, with an overall U-value of 0.60.

The increased wall insulation for the 2024 IECC has many options. The cavity-only option of R-30 does not line up well with traditionally available wall framing methods and available batt thicknesses, so we believe most builders would choose to use the R-13+10 option. This would be done using a 2x4 wall with R-10 exterior insulation and an R-13 fiberglass batt in the framed cavity. The U-factor for this combination is 0.041.

Basement wall insulation

This analysis was performed with the assumption that the basements are conditioned, which requires that basement walls be insulated. For all of the code conditions, R-19 insulation was placed in a 2x6 framed cavity on the interior of the basement wall. Framing was modeled as 16" o.c. wood framing.

Ceiling insulation

Most of the ceiling area for the four house plans is beneath attics. Where attics are present, blown-in fiberglass insulation is used in the correct thickness to meet the R-value requirement. Framing is modeled with a 2x12 structural member at the attic floor and an 11% framing factor.

The largest floor plan also contains a small amount of cathedral ceiling (about 5% of the overall roof area) directly beneath a sloped roof supported by 2x10 joists. R-30 fiberglass batts were used in these locations. Table 4 summarizes the roof/ceiling insulation combinations that were used to meet the codes.

R-value (°Fft ² hr/Btu)	Insulation location	Insulation type
30	Cathedral ceiling	9" R30 fiberglass batts
49	Attic floor	19.6" blown-in fiberglass insulation (R2.5 per inch)

Table 4. Roof and ceiling insulation combinations used to meet code requirements.

Floor insulation

Insulation requirements for framed floors over unconditioned space were met using an R-30 fiberglass batt in a minimum 2x10 floor cavity, with a framing factor of 13%. Note that if the depth of floor insulation is less than that of the framing cavity, the insulation must be installed next to the floor above in order to function properly.

Exterior doors

The U-factor requirement for opaque doors is equal to the U-factor requirement for windows under both codes, and the opaque portions of doors were modeled having this specified U-factor. The requirement for a 0.30 or lower U-factor will likely require that a fiberglass or metal insulated door be used. These typically achieve U-factors of 0.20 or better and would meet either the 2018 or 2024 IECC.

Infiltration

Both the 2018 and 2024 IECC require airtightness testing with a blower door, and homes must achieve the stringent requirement of 3 ACH50 or less. Both also have an air sealing checklist that is substantially unchanged in 2024. Modeling was done with this tested air leakage.

Whole-house ventilation

The 2018 and 2024 IECC refer to the IRC or IMC (specified without date). These both require a system using the flow rates specified by ASHRAE Standard 62.2 (assumed 2010 version)¹⁰.

All cases were modeled with whole-house ventilation systems. The rate is based on finished floor area and number of bedrooms. To calculate the rate for each of the modeled homes, 50% of the basement floor area was assumed to be finished, and there were no bedrooms in the basement. The whole-house mechanical ventilation systems were assumed to be continuously operating exhaust-only. For the 2018 IECC cases, the fan efficiency is 1.4 cfm/Watt. Fan efficiency increases to 2.8 cfm/Watt for the 2024 IECC. Table 5 shows the ventilation flow rates and fan Watts modeled for each home in the study.

Main floor area (sf)	# of bedrooms	Whole house ventilation airflow (cfm)	Fan power (W) 2018 IECC	Fan power (W) 2024 IECC
1453	3	52	37	19
1852	3	58	41	21
2103	4	69	49	25
2932	4	82	59	29

Table 5. Whole house ventilation inputs.

Thermostat settings

The RESNET standard was used to determine thermostat setpoints (68°F winter/78°F summer) and energy savings associated with the programmable thermostat.

Ducts

Ducts for the 2018 IECC cases were modeled with an R-value of 8 for supply ducts outside conditioned space and an R-value of 6 for all other ducts. The homes were modeled so that each has 50% of its ducts located in attics and/or floors over garages as appropriate to each home's design.

The 2018 cases were modeled with 2 cfm/100 sf duct leakage to outdoors (often referred to as 2% duct leakage). 2% was chosen because many homes in Nebraska have some or all of their duct systems located inside conditioned space. For this reason, we felt that even though the maximum duct leakage allowed by the code is 4% to the outdoors, many homes in the state will actually test better as a result of the requirement. We also felt that the requirement would create incentive for builders to place ducts inside conditioned space. Thus, 2% leakage to the outside is a better estimate of the actual condition likely to be present under the 2018 IECC and is consistent with how modeling was performed in our previous reports.

The 2024 IECC cases were modeled with the air handler and 80% of ducts located inside conditioned space, based on our selection of options in the new Section 408 (additional efficiency packages). We chose to select this option because we felt that it was one of the lower-cost and most straightforward options available and would therefore be a popular choice with builders. Since only 20% of ducts are located outside conditioned space, these cases were modeled with 0.8 cfm/100 sf duct leakage to outdoors, a proportional reduction from the 4% total duct leakage allowed.

All ducts (supply and return) located outside conditioned space were modeled as having R-8 insulation under the 2024 IECC. Ductwork located outside of conditioned space was modeled as being located in the vented attic.

HVAC system sizing

HVAC system sizing can affect the simulated energy consumption of a home. Oversized cooling systems can be penalized for short-cycling inefficiencies and this short-cycling can also cause inadequate dehumidification to occur. Heat pumps sizing is typically limited by the cooling load which can cause less efficient strip heating to be used in very cold weather. Both version of the code require that HVAC contractors utilize a Manual J calculation (or approved alternative) to size heating and cooling equipment. This ensures that the installed equipment will have enough capacity to meet

the cooling load, but it is also important to avoid oversizing because short cycling of conditioning equipment can be inefficient and provides inadequate dehumidification in the summer. Another benefit of properly sizing equipment is that homeowners may see a cost savings if the increased insulation and airtightness requirements of the new code allow smaller equipment to be installed.

All air conditioners and heat pumps were sized in ½ ton increments. Air conditioners and heat pumps were sized using Manual S “condition A”, which requires that single stage compressors be sized between 90-130% of the Manual J load calculation. For the simulations, the largest ½ ton increment size that fell within 100-130% of the total cooling load was used.

Lighting

The Ekotrope software allows lighting to be modeled as a defined percentage of incandescent, fluorescent, and LED lamps. All high efficacy lighting for both codes was modeled as LED, since the market has substantially moved in that direction. The 2018 IECC was modeled with 90% LED lamps and 10% incandescent lamps for indoors. The 2024 IECC was modeled with 100% LED lamps indoors. The model also allows lighting type to be specified for outdoor and garage lighting. Since both codes are silent on outdoor/garage lighting, these were modeled as incandescent to allow future simulations to accommodate an upgrade to LED if this occurs.

Water heating

Both codes were modeled with R-3 pipe insulation and standard-efficiency fixtures. Both code conditions were modeled with a 50 gallon electric water heater having an efficiency factor of 0.92, a DOE rated capacity of 46 gallons and located inside conditioned space. Recirculation systems and domestic hot water heat recovery were not used. The distance from the water heater to the furthest fixture was set to software default length, which is based on the size of the home.

Results

Annual energy simulations were performed for the four houses under the four code and HVAC conditions to determine their annual energy consumption. Comparison of the results shows that the 2024 IECC requires less overall energy than the 2018 cases for all houses and climates. All of the homes showed savings. The savings were larger for the homes heated with heat pumps.

Energy use

Table 6 shows the annual cooling-related electricity consumption of each house under each code condition. The furnace efficiency does not impact cooling energy, so the (a – heat pump) and (b – furnace/air conditioner) cases of each code are identical for the 2018 IECC. The small difference between heat pumps and furnace/air conditioners with the 2024 IECC occurs because the modeled infiltration is 3 ACH50 for the furnace cases vs. 2.5 ACH50 for the heat pump cases. Cooling savings are substantial and are mostly due to the duct improvements, which include a reduction in leakage to outdoors (from 2 cfm25/sf to 0.8 cfm25/sf), increasing return duct R-value from 6 to 8, and increasing the percentage of ductwork inside conditioned space (from 50% to 80%). The percent savings ranged from 11 to 17%, with an average of 13.6%.

To show the impact of each change on cooling, a step-wise analysis was performed using the 1852 sf home in Omaha with 18% glazing. The first 5 steps are the same for both the gas furnace and heat pump cases. The final step, improving the whole-house airtightness, only applies to the heat pump

case. This shows that in addition to the larger savings from the ductwork changes, there are also moderate savings related to the increase in high-efficacy lighting and the increased wall insulation. The savings related to increased insulation are small. The change in ventilation system cfm/Watt is assigned to appliance energy savings and doesn't impact heating or cooling since there is no heat recovery and the volume of ventilation air stays the same. Note that the incremental change in energy use for each item is dependent on the order in which the items are added, but the process is a helpful way to demonstrate the effects of each change.

Code-based change	Cooling kWh	Change (kWh)
Begin with 2018 IECC	2173.0	
Decrease window U-value to 0.28	2177.2	+4.2
Increase wall insulation from R-19 to R13+10	2139.1	-38.1
Duct improvements	1932.0	-207.1
Increase ventilation cfm/Watt to 2.8	1932.0	-0
Increase to 100% high-efficacy lighting	1888.1	-43.9
Increase airtightness from 3.0 to 2.5 ACH50	1872.6	-15.5
End with 2024 IECC	1872.6	-300.4 (total change)

Code	City	Window/ wall ratio	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC (a)	Omaha	12%	1494	1820.9	2130.3	2843.5
2018 IECC (b)	Omaha	12%	1494	1820.9	2130.3	2843.5
2024 IECC (a)	Omaha	12%	1294.4	1555.3	1847.7	2362.3
2024 IECC (b)	Omaha	12%	1304.8	1570	1861.1	2383.3
2018 IECC (a)	Omaha	18%	1771	2173	2565.8	3357.1
2018 IECC (b)	Omaha	18%	1771	2173	2565.8	3357.1
2024 IECC (a)	Omaha	18%	1549.5	1872.6	2257.2	2878.3
2024 IECC (b)	Omaha	18%	1560.6	1888.1	2271.8	2905.5
2018 IECC (a)	Norfolk	12%	1034	1273.1	1571.2	2048.1
2018 IECC (b)	Norfolk	12%	1032.8	1273.1	1571.2	2048.1
2024 IECC (a)	Norfolk	12%	891.9	1083	1366.9	1700.9
2024 IECC (b)	Norfolk	12%	895.6	1088.7	1369.3	1706.4
2018 IECC (a)	Norfolk	18%	1278.6	1593.6	1981.3	2519.6
2018 IECC (b)	Norfolk	18%	1278.6	1593.6	1981.3	2519.6
2024 IECC (a)	Norfolk	18%	1129.5	1377.5	1754.4	2173.3
2024 IECC (b)	Norfolk	18%	1132.7	1380.9	1756	2178.4
2018 IECC (a)	Chadron	12%	784.8	965.1	1211.5	1557.1
2018 IECC (b)	Chadron	12%	784.8	965.1	1211.5	1557.1
2024 IECC (a)	Chadron	12%	679.6	825.9	1052.8	1298.9
2024 IECC (b)	Chadron	12%	678.5	824.8	1049.9	1297.4
2018 IECC (a)	Chadron	18%	987.7	1229.8	1562.8	1955.2
2018 IECC (b)	Chadron	18%	987.7	1229.8	1562.8	1955.4
2024 IECC (a)	Chadron	18%	876.5	1069.4	1389.4	1693.8
2024 IECC (b)	Chadron	18%	873.8	1066.5	1383.7	1688.6

Table 6. Annual cooling electricity consumption (kWh).

For the cases (a) using heat pumps, the heating electricity use for the 2024 IECC ranged from 27 to 38% lower than the 2018 IECC, with an average savings of 33%. The percent savings were relatively consistent between the home sizes, cities, and percent glazing. The heating electricity consumption using gas furnaces is small and related to operation of the system fan.

Code	City	Window/ wall ratio	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC (a)	Omaha	12%	11469.9	13923.3	14443.9	23371.6
2018 IECC (b)	Omaha	12%	551.7	674.8	704.8	1072.4
2024 IECC (a)	Omaha	12%	7268.8	9642.9	10000.8	15993.7
2024 IECC (b)	Omaha	12%	460.2	568.4	586	896
2018 IECC (a)	Omaha	18%	12163	14778.5	13968.9	22998.3
2018 IECC (b)	Omaha	18%	573.3	701.5	739.6	1115.3
2024 IECC (a)	Omaha	18%	7732.3	9260.9	9797.3	15716.9
2024 IECC (b)	Omaha	18%	416.8	586.8	612.1	924
2018 IECC (a)	Norfolk	12%	15448.6	18903.5	19253.3	31705.8
2018 IECC (b)	Norfolk	12%	684.8	839.7	864.5	1326
2024 IECC (a)	Norfolk	12%	9802	12936.6	13214.7	21314.6
2024 IECC (b)	Norfolk	12%	572.3	707.7	719.9	1107.8
2018 IECC (a)	Norfolk	18%	14164.7	19907.1	18594.1	31151.8
2018 IECC (b)	Norfolk	18%	690.8	869	903.1	1373.3
2024 IECC (a)	Norfolk	18%	10338.5	12463.2	12951.6	20915.9
2024 IECC (b)	Norfolk	18%	589.5	726.9	747.9	1136.3
2018 IECC (a)	Chadron	12%	11608.4	14056	14477.1	23416.8
2018 IECC (b)	Chadron	12%	581.5	709.2	732.4	1118.4
2024 IECC (a)	Chadron	12%	7350.3	9550	9141	14538.6
2024 IECC (b)	Chadron	12%	481.9	593.9	604.1	927.8
2018 IECC (a)	Chadron	18%	10672.3	14870.6	14088.6	23017.4
2018 IECC (b)	Chadron	18%	599.8	731.8	764	1154.1
2024 IECC (a)	Chadron	18%	7732.1	9330.4	9755.6	14694.8
2024 IECC (b)	Chadron	18%	496.8	612.6	626.7	958.1

Table 7. Annual heating electricity consumption (kWh).

Table 8 shows gas consumption for the various cases in therms per year. In all cases, the 2024 IECC has lower gas consumption. The reduction in gas consumed (for the homes using gas furnaces) ranged from 14.7% to 18%, with an average of 16.7%. The percent heating savings in the homes with gas furnaces is lower than in the heat pump cases in part because these homes did not have savings related to reducing whole-house airtightness to meet section 408. Another factor is that the heat pumps were sized using manual S and typically the cooling load was less than the heating load, so the cold-weather energy savings reduced inefficient backup strip heating for those homes.

The step-wise calculation (again using the 1852 sf Omaha house with 18% glazing, both gas furnaces and electric heat pump cases are provided) shows that all of the code changes in the 2024 IECC reduce heating energy use except the increase to 100% LED lighting. This increases heating energy use

because it decreases the internal heat gain from the lighting, but it does provide savings in both cooling and appliance energy and overall it is an energy saving measure. The duct improvements produce the largest increase in heating energy use. Smaller but still significant savings are attributed to wall insulation, increased house airtightness (for the heat pump case) and window U-value.

Code	City	Window/ wall ratio	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC (a)	Omaha	12%	0	0	0	0
2018 IECC (b)	Omaha	12%	480.8	588.1	614.2	934.6
2024 IECC (a)	Omaha	12%	0	0	0	0
2024 IECC (b)	Omaha	12%	401	495.3	510.7	780.9
2018 IECC (a)	Omaha	18%	0	0	0	0
2018 IECC (b)	Omaha	18%	499.7	611.3	644.5	972
2024 IECC (a)	Omaha	18%	0	0	0	0
2024 IECC (b)	Omaha	18%	416.8	511.4	533.5	805.3
2018 IECC (a)	Norfolk	12%	0	0	0	0
2018 IECC (b)	Norfolk	12%	596.8	731.8	753.4	1155.6
2024 IECC (a)	Norfolk	12%	0	0	0	0
2024 IECC (b)	Norfolk	12%	498.7	616.8	627.4	965.5
2018 IECC (a)	Norfolk	18%	0	0	0	0
2018 IECC (b)	Norfolk	18%	602.1	757.3	787.1	1196.8
2024 IECC (a)	Norfolk	18%	0	0	0	0
2024 IECC (b)	Norfolk	18%	513.7	633.5	651.8	990.3
2018 IECC (a)	Chadron	12%	0	0	0	0
2018 IECC (b)	Chadron	12%	506.7	618.1	638.3	974.7
2024 IECC (a)	Chadron	12%	0	0	0	0
2024 IECC (b)	Chadron	12%	420	517.6	526.5	808.6
2018 IECC (a)	Chadron	18%	0	0	0	0
2018 IECC (b)	Chadron	18%	522.7	637.8	665.8	1005.8
2024 IECC (a)	Chadron	18%	0	0	0	0
2024 IECC (b)	Chadron	18%	433	533.9	546.1	835

Table 8. Annual heating gas consumption (therm).

<u>Code-based change (gas furnace case)</u>	<u>Heating Therms</u>	<u>Change (Therms)</u>
Begin with 2018 IECC	611.3	
Decrease window U-value to 0.28	596.4	-14.9
Increase wall insulation from R-19 to R13+10	556.5	-39.9
Duct improvements	505.9	-50.6
Increase ventilation cfm/Watt to 2.8	505.9	-0
Increase to 100% high-efficacy lighting	511.4	+5.2
End with 2024 IECC	511.4	-99.9 (total change)

<u>Code-based change (heat pump case)</u>	<u>Heating kWh</u>	<u>Change (kWh)</u>
Begin with 2018 IECC	14778.5	
Decrease window U-value to 0.28	14343.6	-434.9
Increase wall insulation from R-19 to R13+10	13174.8	-1168.8
Duct improvements	9726.2	-3448.6
Increase ventilation cfm/Watt to 2.8	9726.2	-0
Increase to 100% high-efficacy lighting	9836.8	+110.60
Increase airtightness from 3.0 to 2.5 ACH50	9260.9	-575.90
End with 2024 IECC	9260.9	-5517.60 (total)

Table 9 shows the annual electricity consumption for lighting and appliances. Since this does not depend on city or glazing percentage, it is simply shown for each code and each house size. This value is influenced by the change to 100% high-efficacy lamps and the improved efficiency of the mechanical ventilation fan. Overall, the average savings in lighting/appliance energy was 5.8%.

Code	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC	6998.8	8004.3	7808.6	10428.3
2024 IECC	6612	7549.8	7346.5	9786.8

Table 9. Annual electricity consumption for lights and appliances (kWh)

Table 10 shows annual whole-house energy consumption in MMBtu/year. This includes heating and cooling, domestic water heating, and lights and appliances. In all cases, the 2024 IECC used less total energy than the 2018 IECC. The percent savings are larger for homes that are heated using heat pumps. The savings range from 10.7% (the 2932 sf house with 12% glazing and gas furnace in Norfolk) to 24.8% (the 2932 sf house with 12% glazing and electric heating in Chadron). The average overall energy savings for all cases was 16.5%. The average savings for homes with gas furnaces was 12.2%, while the average savings for homes with heat pumps was 20.8%.

Code	City	Window/ wall ratio	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC (a)	Omaha	12%	79.03	91.95	96.09	137.94
2018 IECC (b)	Omaha	12%	89.85	105.54	110.62	155.29
2024 IECC (a)	Omaha	12%	62.69	74.88	78.39	108.93
2024 IECC (b)	Omaha	12%	79.59	93.5	97.37	135.56
2018 IECC (a)	Omaha	18%	82.34	96.07	95.96	138.42
2018 IECC (b)	Omaha	18%	92.75	109.16	115.26	160.93
2024 IECC (a)	Omaha	18%	65.14	74.66	79.09	109.74
2024 IECC (b)	Omaha	18%	82.1	96.25	101.13	139.87
2018 IECC (a)	Norfolk	12%	91.74	107.78	111.44	164.51
2018 IECC (b)	Norfolk	12%	101.03	119.31	124.02	176.38
2024 IECC (a)	Norfolk	12%	70.66	85.21	88.55	125.67
2024 IECC (b)	Norfolk	12%	89.05	105.17	108.65	153.27
2018 IECC (a)	Norfolk	18%	88.19	112.3	110.59	164.22
2018 IECC (b)	Norfolk	18%	102.41	123.05	128.92	182.28
2024 IECC (a)	Norfolk	18%	73.3	84.6	88.98	125.92
2024 IECC (b)	Norfolk	18%	91.41	107.91	112.51	157.46
2018 IECC (a)	Chadron	12%	77.71	90.11	93.82	134.45
2018 IECC (b)	Chadron	12%	90.75	106.36	110.73	155.82
2024 IECC (a)	Chadron	12%	61.49	72.7	73.48	101.08
2024 IECC (b)	Chadron	12%	80.04	93.89	96.99	135.48
2018 IECC (a)	Chadron	18%	75.2	93.79	93.69	134.44
2018 IECC (b)	Chadron	18%	93.1	109.31	114.79	160.4
2024 IECC (a)	Chadron	18%	63.47	72.78	76.73	102.96
2024 IECC (b)	Chadron	18%	82.06	96.41	100.17	139.56

Table 10. Annual whole house energy consumption (MMBtu/year).

To understand the relative impact of each change on the overall energy use in Table 10, the Omaha 18% glass, 1852 sf home was again used (both the gas heating and heat pump cases are shown). This house design had a reduction in total energy use of 11.8% for the gas furnace case and 22.3% for the heat pump case.

<u>Code based change (gas furnace case)</u>	<u>Energy use MMBtu/yr</u>	<u>Change (MMBtu/year)</u>
Begin with 2018 IECC	109.1	
Decrease window U-value to 0.28	107.6	-1.5
Increase wall insulation from R-19 to R13+10	103.3	-4.3
Duct improvements	97.4	-5.9
Increase ventilation cfm/Watt to 2.8	96.7	-0.7
Increase to 100% high-efficacy lighting	96.2	-0.5
End with 2024 IECC	96.2	-12.9 (total change)

<u>Code based change (heat pump case)</u>	<u>Energy use MMBtu/yr</u>	<u>Change (MMBtu/year)</u>
Begin with 2018 IECC	96.0	
Decrease window U-value to 0.28	94.6	-1.4
Increase wall insulation from R-19 to R13+10	90.5	-4.1
Duct improvements	78.0	-12.5
Increase ventilation cfm/Watt to 2.8	77.4	-0.6
Increase to 100% high-efficacy lighting	76.7	-0.7
Increase airtightness from 3.0 to 2.5 ACH50	74.6	-2.1
End with 2024 IECC	74.6	-21.4

The order in which the changes are implemented in the above analysis does slightly impact the magnitude of each change. As was seen with both heating and cooling energy individually, the largest whole-house energy reduction is obtained from the duct improvements. The magnitude of this change is larger for the heat pump homes. This happens because the heat pumps are sized using Manual S and the peak heating load for all of the homes was larger than the peak cooling load. As a consequence, the heat pumps will have longer heating runtimes (and thus experience more duct leakage) and also use less efficient strip heat during the coldest weather conditions.

The next largest savings is due to the increased wall insulation. All of the other code changes produce savings but of a smaller magnitude. The heat pump cases also benefit from additional energy savings related to increasing the house airtightness.

Table 11 shows energy cost in dollars per year for each of the cases. Adopting the 2024 IECC saves consumers between 5% and 22% depending on the city and the fuel used. The average is 12% savings. The percent savings in energy cost and energy consumption are not exactly the same because different fuels (gas and electricity) have different costs and because each fuel has a fixed customer charge. Depending on house size and location, the savings range from \$104 to \$906 per year, with an average annual savings of \$354.

Code	City	Window/ wall ratio	1,453 sf ranch	1,852 sf ranch	2,103 sf 2 story	2,932 sf 2 story
2018 IECC (a)	Omaha	12%	2637	3001	3121	4288
2018 IECC (b)	Omaha	12%	2057	2252	2338	2852
2024 IECC (a)	Omaha	12%	2188	2531	2633	3489
2024 IECC (b)	Omaha	12%	1953	2128	2206	2654
2018 IECC (a)	Omaha	18%	2732	3120	3126	4311
2018 IECC (b)	Omaha	18%	2098	2304	2402	2929
2024 IECC (a)	Omaha	18%	2260	2531	2660	3521
2024 IECC (b)	Omaha	18%	1991	2173	2264	2725
2018 IECC (a)	Norfolk	12%	2524	2907	2999	4252
2018 IECC (b)	Norfolk	12%	2124	2362	2447	3103
2024 IECC (a)	Norfolk	12%	2033	2380	2465	3346
2024 IECC (b)	Norfolk	12%	1984	2196	2268	2833
2018 IECC (a)	Norfolk	18%	2448	3017	2988	4255
2018 IECC (b)	Norfolk	18%	2153	2418	2519	3188
2024 IECC (a)	Norfolk	18%	2099	2791	2483	3362
2024 IECC (b)	Norfolk	18%	2021	2240	2329	2903
2018 IECC (a)	Chadron	12%	2200	2499	2593	3560
2018 IECC (b)	Chadron	12%	2019	2231	2311	2891
2024 IECC (a)	Chadron	12%	1821	2090	2117	2779
2024 IECC (b)	Chadron	12%	1891	2081	2147	2652
2018 IECC (a)	Chadron	18%	2148	2590	2599	3570
2018 IECC (b)	Chadron	18%	2054	2276	2372	2961
2024 IECC (a)	Chadron	18%	1871	2098	2199	2831
2024 IECC (b)	Chadron	18%	1923	2120	2199	2716

Table 11. Annual whole house energy cost (\$/year).

Conclusions

The findings of this study indicate that the 2024 International Energy Conservation Code would result in less energy consumption for homes in all areas of the state. Duct improvements make the largest contribution to the savings. Improvements to fenestration U-value, wall insulation, ventilation system efficiency, an increase to 100% LED lighting, and improved airtightness (where used to meet the new section 408) also contributed to savings.

The average energy savings was 16.5%, and ranged from 10.7% to 24.8% for the various house sizes and locations. The average savings in whole-house energy cost was 6.8% for homes using gas furnaces and 17.3% for homes using electric heat pumps. Depending on house size and location, the savings range from \$104 to \$906 per year, with an average annual savings of \$354.

Cost analysis

This section discusses construction cost impacts associated with upgrading the Nebraska State Energy Code from the current 2018 International Energy Conservation Code (IECC) to the 2024 IECC. The item-by-item differences between the 2018 and 2024 codes and the cost impact of each are discussed below.

Cost data

Cost estimates and other referenced data were obtained from these sources:

- *Residential Costs with RS Means data– 2025*, 44th annual edition; Gordian. (Costs from Means are based on Omaha as a location. The cost factors for other locations in the state are lower than Omaha. Unless noted otherwise, costs obtained from RS Means include materials, labor, equipment, overhead and profit to represent what an installing contractor will charge a customer.)
- *EPA report: “Cost & Savings estimates: Energy Star Certified Homes, Version 3.1 (Rev. 09)* Dec. 20, 2018 available online at: <https://www.energystar.gov/sites/default/files/ENERGY%20STAR%20Version%203.1%20Cost%20%20Savings%20Summary.pdf>. This report provides an estimate of the incremental cost to build an Energy Star version 3 certified home compared to the 2012 IECC code.
- *EPA report: “Cost & Savings estimates: Energy Star Single Family New Homes, Version 3.2 (Rev. 12)* Jan. 1, 2023 available online at: <https://www.energystar.gov/sites/default/files/asset/document/ENERGY%20STAR%20Version%203.2%20Cost%20%20Savings%20Summary.pdf>. This report provides an estimate of the incremental cost to build an Energy Star version 3 certified home compared to the 2021 IECC code. Being newer than the previous report, it was used unless information was needed that wasn't included in this report.
- Energy Star Windows, Doors, and Skylights Version 7.0 Criteria Analysis Report July 2021 available online and accessed on 2/15/25 at: [ES Residential WDS Draft 1 Criteria Analysis Report.pdf](#)
- *Home Depot web site* – provides online pricing available to customers nationwide. Online pricing often mirrors pricing available in national chain home improvement stores. Pricing for this report was obtained using an Omaha zip code as the store location, in February 2025.
- *Rexell USA (a national supply house for electrical contractor, at <https://rexellusa.com>):* Pricing for this report was obtained in February 2025. This source was used to obtain pricing for airtight and regular electrical boxes, as well as dimmer and timer switches.
- *HVI directory online:* <https://www.hvi.org/hvi-certified-products-directory/>
- *CPI inflation calculator:* This online calculator was used to adjust costs that were derived from sources older than 1 year where comparable newer data were not readily available. Found online at www.bls.gov
- *NREL National Residential Efficiency Measures Database:* <https://remdb.nrel.gov/> The National Residential Efficiency Measures Database is a publicly available, centralized resource of residential building retrofit measures and costs for the U.S. building industry. Accessed February 2025.
- *Fireplaces Direct website (a national online sales source for fireplaces online at <https://fireplacesdirect.com>):* Pricing for this report was obtained in February 2025.

Cost and savings examples are shown for the 1852 sf three-bedroom home with 18% window to wall ratio located in Omaha. Since there are different measures for the home with heat pump and gas furnace, both are shown. This is the median sized home plan in the study. The energy cost savings by line item for this house are as shown below:

Heat pump case

Code based change	Energy cost \$/yr	Change (\$/year)
Begin with 2018 IECC	3120	
Decrease fenestration U-value to 0.28	3080	-40
Increase wall insulation from R-19 to R13+10	2968	-112
Increase ventilation cfm/Watt to 2.8	2950	-18
Increase to 100% high-efficacy lighting	2931	-19
Move 80% of ducts into conditioned space	2587	-344
R-8 ductwork in attic	2586	-1
Improve airtightness to 2.5 ACH50	2531	-55
Change in heat pump size: none		-0
End with 2024 IECC	2531	-589 (total change)

Gas furnace case

Code based change	Energy cost \$/yr	Change (\$/year)
Begin with 2018 IECC	2304	
Decrease fenestration U-value to 0.28	2296	-8
Increase wall insulation from R-19 to R13+10	2271	-25
Increase ventilation cfm/Watt to 2.8	2253	-18
Increase to 100% high-efficacy lighting	2223	-30
Move 80% of ducts into conditioned space	2174	-49
R-8 ductwork in attic	2173	-1
Change in heat pump size: none		-0
End with 2024 IECC	2173	-131 (total change)

In addition, there are some changes in the 2024 IECC that don't directly correlate to a modeled energy savings that are included in the cost report. These include: (1) ventilation fans are required to be tested and meet the specified airflow, (2) NEMA OS4 electrical boxes are required for electrical and boxes that penetrate the exterior air barrier, (3) dimmer and timer switches for most lighting fixtures and exhaust fans, and (4) additional fireplace requirements. The use of a 95 AFUE furnace to meet section 408 (furnace case only) is treated as both energy and cost neutral since these are commonly installed in Nebraska and have been used as a base case for previous versions of this report.

Sometimes the implementation of energy efficiency measures results in a change in heat pump, air conditioner, or furnace size. When the system size is reduced, a cost savings can be realized. For the majority of cases analyzed this year, including this example case, there was no change in size.

Windows, doors, and skylights:

The U-factor for windows and opaque doors is reduced from 0.30 for the **2018 IECC** to 0.28 for the **2024 IECC**. The U-factor for skylights is reduced from 0.55 for the **2018 IECC** to 0.50 for the **2024 IECC**. Neither version of the code has a maximum SHGC (solar heat gain coefficient).

Net change: The 2024 IECC requires that windows, doors and skylights utilize glass with a lower U-value.

Cost example: The cost analysis focuses on windows. None of our prototype homes had skylights, but we also reviewed the Home Depot web site and found that the least expensive glass skylight already met the 2024 IECC's requirement of $U=0.50$, so we believe that this is a cost-neutral change for skylights. Likewise for exterior doors, a search of the Home Depot website found a wide variety of low-cost and best selling opaque and partial-lite doors that meet Energy Star requirements in all climate zones which would provide a U-value less than 0.28.

The energy study considered homes with both 12% and 18% window to wall ratio. The 1852 sf home used in that study has 240 sf of glazing for 12% window to wall ratio and 360 sf of glazing for 18% window to wall ratio. Assuming an average window size of 15 sf, this would be 16 total windows for the 12% case and 24 total windows for the 18% case.

The Energy Star Windows, Doors, and Skylights analysis report from 2021 shows typical upgrade costs per window for ranges of U-factors. Inconveniently for this report, it shows U-factors from 0.28 to 0.31 as having a uniform cost increase from a "baseline" window (defined as U-factor between 0.32 and 0.35) of \$6 per window. A further upgrade to a U-factor of 0.27 incurs a \$18 premium above "baseline". For the purpose of this report, we have opted to be conservative and assume that there is some cost associated with decreasing the U-factor from 0.30 to 0.28 and that it would be at most \$12 per window (the difference between the 0.28-0.31 and 0.27 categories).

Using the online CPI inflation calculator to adjust from Jan. 2021 to Jan. 2025, this cost would increase by 21%.

This would produce a cost increase of \$232.32 for the 12% window to wall ratio case: \$12 per window multiplied by 16 windows multiplied by 121% for inflation. For the 18% window to wall ratio case the increase would be \$348.48: \$12 per window multiplied by 24 windows multiplied by 121% for inflation.

Savings: For the 1852 sf case with 18% window to wall ratio, the change to lower U-value glazing reduced energy cost by \$40 per year for the heat pump case and \$8 per year in the gas furnace case.

Exterior wall insulation:

The **2018 IECC** requires either R-20 insulation in wood frame cavity walls or R-5 continuous exterior insulation with R-13 cavity insulation. Costs for this scenario are based on a 2x6 wall with high density fiberglass batt (R-21) cavity insulation, as we anticipate that most builders would prefer to use a 2x6 wall over installing continuous rigid insulation.

The **2024 IECC** requires that wood frame walls be insulated with one of four options: (1) R-20 cavity and R-5 continuous exterior, (2) R-13 cavity with R-10 continuous exterior, (3) R-20 continuous exterior, or (4) R-30 cavity. Costs for this scenario are based on a 2x4 wall with R-13 fiberglass cavity insulation and R-10 rigid exterior board insulation. This is based on the assumption that if builders have to choose between installing continuous rigid insulation or building an unusually thick wall, they are likely to drop back to a 2x4 wall as the cheaper option.

Net change: Since the 2024 IECC requires either an unusually thick wall or continuous rigid exterior insulation, we anticipate that the lowest cost solution would be to use a 2x4 wall with R-10 continuous exterior rigid insulation. Fiberglass batts are available in high density type (R-15 or R-21) and low density type (R-13 or R-19). The 2x4 with R-13 option would be less expensive both due to the smaller framing members and the ability to install low-density fiberglass batts, which are less expensive.

Cost example: The 1852 sf example home has 2000 sf exterior wall area.

Costs for the 2018 case include framing for a 2x6 wall assembly (\$6.506 per sf) and R-21 fiberglass batt insulation installed in a wall (\$1.531 per sf). Total cost for framing and insulation is \$16,074.

Costs for the 2024 case include framing for a 2x4 wall assembly (\$5.776 per sf), R-13 fiberglass batts (\$1.041/sf), and 2 inch thick extruded polystyrene R-10 rigid exterior insulation (\$3.293 per sf). Total cost for framing and insulation is \$20,220. The 2024 IECC results in a cost increase of \$4,146 for increased wall insulation.

Savings: The cost analysis shows energy savings of \$112 per year for the heat pump case and \$25 per year for the gas furnace case when upgrading to the 2024 IECC.

Whole house ventilation system efficiency (CFM/Watt):

Both the **2018 IECC** and the **2024 IECC** refer to the IRC or IMC, which both require a system using the flow rates specified by ASHRAE Standard 62.2 (assumed 2010 version).

The **2018 IECC** required a minimum fan efficiency of 1.4 CFM/Watt.

The **2024 IECC** requires a minimum fan efficiency of 2.8 CFM/Watt.

This requirement is most commonly implemented by contractors using a quiet, continuous run bath fan. To meet ASHRAE Standard 62.2, the fan must have a sound rating less than 1 sone.

Net change: The installed fan will need to be more efficient than before, but most fans in the marketplace already meet the new 2024 requirement.

The HVI (Home Ventilating Institute) directory lists bath fans that are tested for sone rating, rated flow, and cfm/watt. That directory currently includes 990 bathroom fans that list both sone rating and CFM/Watt. 577 of these fans are rated at 1 sone or less and could be used for whole-house ventilation. Of these 577 available fans, 575 (99.7%) are rated at 2.8 CFM/Watt or higher and could meet the new requirement. The fans that are rated less than 2.8 CFM/Watt are also rated at 50 cfm or less, so they would not be capable of providing the correct amount of ventilation in any but the smallest homes.

Cost example: We confirmed that on the Home Depot web site the least expensive 80 cfm fan under 1 sone provides more than 2.8 CFM/Watt. Therefore, we consider the upgrade cost to be negligible.

Energy Cost: The cost analysis shows energy savings of \$18 per year (both heat pump and furnace cases) when upgrading to the 2024 IECC.

Energy efficient lighting:

The **2018 IECC** requires that high-efficacy lighting be used for 90% of installed indoor lamps (light bulbs). Today, this requirement is most frequently met using LED lamps.

The **2024 IECC** increases the requirement to 100% high-efficacy indoor lamps. There is also a minor change to the definition of high-efficacy, however standard LED lamps meet the definition of high-efficacy for both versions of the code.

Net change: The 2024 code would require that an additional 10% of the lighting be installed as high-efficacy.

Cost example:

RSMeans does not list cost data for lamps. Costs for A-type lamps were obtained from the Home Depot web site. Costs for various technologies were as follows:

- Dimmable LED lamps: A low cost “top selling” dimmable LED multi-pack (24 lamps) with a light output equivalent to a 60 Watt incandescent was available for \$2.42 per lamp.
- Non-dimmable LED lamps: A popular multi-pack of non-dimmable LEDs (16 lamps) from the Home Depot website is available at a cost of \$1.00 per lamp.
- CFL lamps: the Home Depot website did not offer any comparable A-type CFL lamps.
- Incandescent and halogen lamps in the 60 Watt range: Offerings on the Home Depot website were limited to specialty lamps that all cost more than \$2.42 per lamp, often substantially more.

Based on these findings, we conclude that the market has largely moved to LED lamps and a builder selecting lowest cost fixtures would already be using LED. For the cost impact of this step (upgrading from 90% to 100% LED), we have opted to call this a cost-neutral step. The impact of dimmable LEDs will be included in the next step below.

Savings: The cost analysis shows energy savings of \$19 per year (heat pump case) and \$30 per year (furnace case) when upgrading to the 2024 IECC.

Dimmer switches and timers

The **2018 IECC** does not require dimmer switches or timers on indoor lighting or on intermittent exhaust fans.

The **2024 IECC** requires: (1) dimmer switches or automatic shutoff for indoor lighting fixtures in habitable spaces, (2) automatic shutoffs capable of turning lights off within 20 minutes of occupants leaving the space for garages, unfinished basements, laundry rooms, and utility rooms, and (3) timer, occupancy sensor, or humidity control for all intermittent bathroom fans.

Net change: The 2024 IECC will require dimmer switches to be installed for most interior light fixtures. This will also require that slightly more expensive dimmable LED lamps be provided. Automatic shutoffs will be required for lighting in some other spaces and for bathroom fans.

Cost example:

The drawings from which the models were developed show 17 total interior light fixtures on the main level: 4 in bathrooms, 2 in hallways, 1 in a closet, 1 in a laundry room and 9 in other rooms considered “habitable” (bedrooms, living, kitchen, foyer, laundry, etc.). We assume 1 lamp in the bath, hallway, and closet fixtures and 2 lamps in the other fixtures for a total of 27 lamps in the main level of the home. The drawings also show 12 one-lamp fixtures in the basement, bringing the total indoor lighting to 39 lamps.

We believe it would be most common for builders to meet the 2024 IECC requirement for habitable spaces by installing dimmers. The cost of upgrading the 18 lamps in “habitable spaces” to dimmable LED would be \$1.42 per lamp (using the costs shown in the previous step). The total cost increase for dimmable lamps would be \$25.56.

There is also a cost for the dimmer switches themselves. This home design has 9 total fixtures that require dimmer switches. Costs for dimmer switches can vary widely, and not all dimmers are compatible with all dimmable lamps. We selected a low-cost toggle dimmer switch made by Ariadni and available from Rexel for \$26.14 each. A non-dimmable single toggle switch is available from Leviton for \$0.98. Based on these costs, the total cost to upgrade 9 switches would be \$226.44.

The garage, laundry, and unfinished basement would require an automatic shutoff. For the purpose of this study, we assume that both light fixtures in the garage would likely be on the same switch. The single bulb fixtures shown for the basement would also likely be moved to shared switches – we are assuming 3 switches in the basement. The laundry has a single fixture. The total number of switches requiring automatic shutoff would be 5. We selected a Leviton motion sensor in-wall switch available from Rexel for \$37.00. The total cost to upgrade 5 switches would be \$185.00.

This plan also has 2 bath fans. Fans intended for intermittent operation would be required to have a timer, occupancy sensor, or humidity control. There are a number of ways to meet this requirement, including some fans that have these functions built in. For this study, we have assumed that one of the bath fans would run continuously for whole-house ventilation and be exempted from this requirement. For the other, we selected a Leviton in-wall timer switch that allows 4 selections of up to 30 minutes from Rexel for \$28.72.

The total cost increase for dimmable lamps and the various dimmer and timer switches needed to meet the 2024 IECC would be \$465.72.

Savings: Cost savings associated with this code change was not calculated because it depends on the homeowner’s usage of the dimming and timer features, which are not standardized features in home energy rating or the Ekotrope software. The calculation shows that once 100% LED lighting is installed indoors, the indoor lighting annual cost is \$91 per year and the garage lighting annual cost is \$10 per year. If the use of dimmers and timers achieved a 30% savings, the annual savings would be approximately \$30.30.

80% of Ducts located inside conditioned space:

The **2018 IECC** allows up to 100% of ductwork to be located outside of conditioned space and has requirements for duct leakage that can be met/demonstrated in one of four ways: (1) Postconstruction duct blaster testing demonstrating leakage to outdoors of less than 4 cfm/100 sf of conditioned floor area; (2) Rough-in duct blaster testing demonstrating total duct leakage less than 4 cfm/100 sf of conditioned floor area performed with the air handler installed; (3) Rough-in duct blaster testing demonstrating total duct leakage less than 3 cfm/100 sf of conditioned floor area performed without the air handler installed; or (4) no testing is required if the air handler and all ducts are located inside conditioned space. For the energy modeling portion of this study, it was assumed that the 2018 code case had 50% of its ductwork located inside conditioned space (as is common with homes that have basements in Nebraska) and 2 cfm/100 sf duct leakage to outdoors at final.

The **2024 IECC** has similar testing requirements, but one of our selected additional efficiency measures for Section 408 was to bring 80% of ducts inside conditioned space. This measure was selected for the modeling portion of the study, so it is also included in the cost study. The 2024 IECC requires ducts located in conditioned space to be tested, so the testing cost would remain the same between the 2 code cases.

Net change: Many homes in Nebraska have all or part of the HVAC system located inside conditioned space. If this is already the case there would be no cost increase associated with this requirement. This is why we chose ducts inside conditioned space as the optional efficiency upgrade measure for the 2024 IECC. For the 2024 case we assume that 80% of the system and its ductwork are inside conditioned space

Cost example: The Energy Star 3.2 report shows a cost of \$2.40 per sf of ductwork to move ductwork inside conditioned space (based on a 2021 database). The prototype house has an estimated 1368 sf of ductwork, so an increase from 50% to 80% located in conditioned space would impact 410 sf of ductwork. The cost to move the ductwork would be \$984 (2021 dollars). Using the online CPI inflation calculator to adjust from Jan. 2021 to Jan. 2025, this cost would increase by 21%, to \$1190.64

Savings: The cost analysis shows a savings of \$344 per year for the heat pump case and \$49 per year for the furnace case when upgrading to the 2024 IECC by moving 80% of ducts inside the conditioned envelope.

Duct R-value:

The **2018 IECC** specifies minimum duct insulation of R-8 for supply ducts located in attics and R-6 for return ducts located in attics.

The **2024 IECC** requires at least R-8 for both supply and return ducts located in attics.

Net change: For the test case modeled for this study, 50% of the ductwork was modeled in the attic for the 2018 IECC and 20% was modeled in the attic for the 2024 IECC.

Cost example: The NREL database shows a cost increase of \$0.10 per sf of ductwork to increase the R-value of ductwork from R-6 to R-8. The prototype house has an estimated 370 sf of return ductwork, so increasing the insulation on 20% of this ductwork would impact 74 sf of ductwork. The cost to increase to R-8 return ductwork in the attic would be \$7.40.

Savings: The cost analysis shows a savings of \$1 (for both the heat pump and furnace cases) per year when upgrading to the 2024 IECC by increasing the R-value of return ducts in attics to R-8.

Tested whole house ventilation fan:

The **2024 IECC** introduces a new requirement that requires the whole-house ventilation fan flow rate to be tested. Testing requires either a flow hood (for exhaust fans or other types of systems with accessible inlets/outlets) or a pressure gauge (for certain types of ERV/HRV units) and can typically be performed in less than 10 minutes.

Net change: The change simply requires that a system already required by the code be operating as intended.

Cost example: A HERS rater can test the system if one is involved with the project. If not, most HVAC installation companies own the equipment required and could add this testing to their equipment startup procedure. The Energy Star version 3.1 cost report estimated that this testing would take 12 minutes to perform. RS Means lists the hourly cost of a skilled worker as \$41.70 multiplied by a local factor of 0.89 for Omaha Nebraska. This would result in an estimated cost of testing of \$7.42.

Cost/savings is neutral: The inclusion of this requirement in the code is based on health and safety and not energy savings. As such, no savings was calculated in the energy study. Fixing a bath fan that was found to not be working properly when tested could also have the benefit of preventing future moisture problems, in addition to improving ventilation.

NEMA OS4 electrical boxes

The **2018 IECC** did not have requirements related to NEMA OS4 electrical/communication boxes. A section had been added in the 2021 IECC that required most boxes to be NEMA OS4 rated. The language of this requirement has been relocated to the air sealing section and edited substantially in the **2024 IECC**. The new language now requires that only electrical and communication outlet boxes that penetrate the exterior air barrier be tested and rated in accordance with NEMA OS 4. These boxes are designed to be more airtight than typical boxes.

Net change: The 2024 IECC requires an upgraded electrical/communication box when these penetrate the exterior air barrier.

Cost example: The plans for this prototype house show 3 total electrical boxes in locations that would penetrate the exterior air barrier. Two of these are for exterior outlets that would penetrate the exterior house wrap and one is for a garage common wall outlet that would penetrate the garage drywall. All three of these are single gang. Costs from Rexel for Allied Molded brand electrical boxes are \$1.85 each for regular and \$6.08 each for airtight. In total, the cost to upgrade the 3 boxes in this house to airtight boxes is \$12.69.

Savings: Savings were not calculated for this change. While the change is expected to contribute to overall house airtightness, it is difficult to quantify that savings. Since there is no change in overall airtightness required by the two codes, a reduction in airtightness cannot be guaranteed, so it was not calculated.

Changes to fireplaces

The **2018 IECC** did not have an equivalent to the new section 403.13 regarding fireplaces in the **2024 IECC**. The new language now requires on on-demand or intermittent pilot in place of a continuous pilot. Vented fireplace heaters are also required to have an efficiency of at least 50% and be ANSI labeled.

Net change: The 2024 IECC requires an upgraded pilot and sets minimum efficiency requirements. The upgraded pilot could provide energy savings for the gas to operate the pilot when the device is not being used. It could also have indoor air quality benefits, if the design of the fireplace allowed for migration of any combustion components into the conditioned space.

Cost example: Most gas fireplaces already meet this efficiency level, so we consider that part of the upgrade to be cost neutral. To calculate the potential cost increase for an intermittent pilot, we located the 5 lowest cost gas direct vent fireplaces available on fireplaces direct that were sold with the option

of an intermittent pilot vs a standard millivolt ignition. Among these fireplaces, the incremental cost increase for the intermittent pilot ranged from \$110 to \$316, with an average of \$260.

Savings: Savings were not calculated for this change as part of the energy modeling. Online estimates indicate that pilot lights can consume 600-1500 Btu/hr. Using 1,000 Btu/hr for a typical pilot light, and assuming that the pilot light would be operating 20 weeks per year in the case of the continuous pilot, a savings of 33.6 therms/year would be possible using an intermittent pilot. At the rate of \$0.427 per therm used for Omaha this would be a \$14.35/year annual savings. At the rate of \$0.8452/therm used for Black hills energy, the annual savings would be \$28.40.

Additional air sealing to meet Section 408:

The **2018 and 2024 IECC** both require testing with a blower door, and homes must achieve an airtightness of less than 3 ACH50.

For this report, one of the Section 408 upgrades that we chose to include for the **2024 IECC** was further increasing the airtightness to 2.5 ACH50 for the homes with heat pumps.

Net change: For homes with heat pumps, one option for builders to meet Section 408 would be to increase airtightness to 2.5 ACH50.

Cost example: The NREL energy efficiency measures database estimates a cost of \$0.31/sf finished floor area to improve airtightness from 3 ACH50 to 2 ACH50. It would likely be easier to achieve the first 0.5 ACH50 of this savings than the second, so we believe a conservative cost estimate would be \$0.155/sf, or \$287.00 for this home.

Savings: The cost analysis shows a savings of \$55 per year when upgrading to the 2024 IECC. This applies to the heat pump case only, since the gas furnace case used another option to meet Section 408.

Furnace efficiency to meet Section 408:

The **2018 IECC** does not include Section 408. For this report, one of the Section 408 upgrades that we chose to include for the **2024 IECC** was installing a 95% AFUE or higher gas furnace for the homes with furnaces.

Net change: For homes with furnaces, one option for builders to meet Section 408 would be to include a 95% gas furnace. These are very commonly installed already in Nebraska.

Cost example: Since these are commonly installed already in Nebraska and past versions of this report have already been based on 95 AFUE gas furnaces, we did not calculate an added cost to install one.

Savings: We did not calculate an energy savings for this measure, since they are already commonly installed.

Summary:

The tables below summarize expected construction costs and annual energy cost savings for the 1,852 sf ranch-style house with 18% window to wall area.

Code Change	Construction Cost Change	Associated Annual Energy Impact	Simple payback, years	Notes
Glazing U-value	+\$348.48	-\$40	8.7	Costs and savings shown are for 18% window to wall area.
Exterior wall insulation	+\$4146.00	-\$112	37	
Increase whole house ventilation CFM/Watt	neutral	-\$18	Immediate	Over 99% of capable fans in the marketplace already meet new requirement.
High efficacy lighting	neutral	-\$19	Immediate	The lowest cost lamps in the marketplace meet the requirement.
80% of Ducts located in conditioned space	+\$1190.64	-\$344	3.5	
R-8 return ductwork	+\$7.40	-\$1	7.4	
Testing of whole house ventilation fan	+\$7.42	Not applicable	N/A	<i>Considered a health and safety upgrade.</i>
NEMA OS4 electrical boxes	+\$12.69	Not calculated	N/A	Contributes to airtightness, but individual impact not calculated.
Dimmer switches, dimmable lamps, and shutoff controls	+\$465.72	Estimated -\$30	15.5 (est.)	Savings depends on homeowner usage. Estimate is based on 30% annual savings for indoor and garage lighting.
Section 408 – reduce to 2.5 ACH50	+\$287	-\$55	5.2	
Estimated total	\$6465	-\$619 (savings)	10.4	

Table. Construction cost, energy savings, and payback for Heat pump case.

Code Change	Construction Cost Change	Associated Annual Energy Impact	Simple payback, years	Notes
Glazing U-value	+\$348.48	-\$8	43.6	Costs and savings shown are for 18% window to wall area.
Exterior wall insulation	+\$4146.00	-\$25	166	
Increase whole house ventilation CFM/Watt	neutral	-\$18	Immediate	Over 99% of capable fans in the marketplace already meet new requirement.
High efficacy lighting	neutral	-\$30	Immediate	The lowest cost lamps in the marketplace meet the requirement.
80% of Ducts located in conditioned space	+\$1190.64	-\$49	24.3	
R-8 return ductwork	+\$7.40	-\$1	7.4	
Testing of whole house ventilation fan	+\$7.42	Not applicable	N/A	<i>Considered a health and safety upgrade.</i>
NEMA OS4 electrical boxes	+\$12.69	Not calculated	N/A	Contributes to airtightness, but individual impact not calculated.
Dimmer switches, dimmable lamps, and shutoff controls	+\$465.72	Estimated -\$30	15.5 (est.)	Savings depends on homeowner usage. Estimate is based on 30% annual savings for indoor and garage lighting.
Section 408 – 95 AFUE gas furnace	neutral	Not calculated		Already very commonly installed.
Gas fireplace intermittent pilot	\$260	Estimated \$14.35	18.1	May also have health/safety benefits.
Estimated total	\$6725	-\$175 (savings)	38.4	

Table. Construction cost, energy savings, and payback for Gas furnace case.

The tables above provide cost estimates and savings for the example 1852 sf home constructed in Omaha that has 18% window to wall ratio, and a conditioned basement. Both the heat pump and gas furnace/AC cases are shown. The gas fireplace changes are shown only for the home that is heated with a gas furnace, assuming that the heat pump home may be all-electric. The data show a total estimated increase in construction cost for the home of approximately \$6465 (heat pump case) to \$6725 (furnace case) if the 2024 IECC is adopted, in whole, as the Nebraska Energy Code, providing a simple payback in energy savings of approximately 10 years for the heat pump case and 38 years for the gas furnace case (with no “payback” value assigned to the health and safety items).

A notable difference in this year’s study compared to previous studies is the large difference in payback between the heat pump and gas furnace cases. There are two major reasons for this. The first of these is the way that windows were specified and the sizing of the heat pumps using Manual S. In previous years, an un-realistically high window SHGC was used, which resulted in larger cooling loads

and larger heat pump selections. These larger heat pumps relied on less strip backup heat in cold weather. The modeling this year was performed using an SHGC that is more commonly seen in the marketplace, but the smaller system sizes and our use of lower-efficiency single stage equipment caused more energy to be used for both the 2018 and 2024 code cases using heat pumps. Homeowners using heat pumps could reduce this effect by using more efficient multi- or variable speed compressor systems, which are allowed to be upsized to cover more heating using Manual S.

The second difference from previous years was the markedly lower gas cost rated for the Omaha gas utility. For this study we use the average of the previous 12 months gas cost published by the utility. This year, that resulted in a cost of \$0.427 per therm for MUD in Omaha. For comparison, the gas cost used this year for Black Hills Energy (Chadron and Norfolk) was \$0.8452 per therm. The gas cost used in our 2021 report for MUD in Omaha was \$0.793 per therm. It may be that the previous 12 months in Omaha have been an anomaly in gas prices and consumers will see faster payback. Using the Chadron/Norfolk rates for this year, the overall payback for this example house would be 19 years.

Since most homes are financed on a 30 year mortgage and energy costs increase each year, it is useful to compare the annual savings with the impact on mortgage rates. With a 7% mortgage interest rate, the additional annual mortgage payment for \$6465 to \$6725 in construction cost is \$516 to \$537. With an annual energy cost savings of \$619, homeowners with a mortgage using the heat pump system would experience a net annual cost decrease of \$103 with the adoption of the 2024 IECC. Homeowners with gas furnaces in Omaha would expect to see an annual savings of \$175, which would mean that they would see annual expenses rise by \$362 with the adoption of the 2024 IECC. However, if rates for the Omaha gas utility increased to the rate that homeowners in other parts of the state are paying, their annual utility bill savings would be \$346 and their net increase in annual expense, including mortgage would only be \$190.

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- ² Musser 2003. “Life Cycle Cost Analysis of the 2000 International Energy Conservation Code for Nebraska”
- ³ Musser 2006. “Energy Impact Study of the 2003 IECC, 2006 IECC, and 2006 IRC Energy Codes for Nebraska.”
- ⁴ Musser 2009. Energy Impact Study of the 2003 IECC and 2009 IECC Energy Codes for Nebraska.”
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- ⁶ Musser 2015. “Energy Impact Study of the 2003 IECC and 2015 IECC Energy Codes for Nebraska.”
- ⁷ Musser 2018. “Energy Impact Study of the 2009 IECC and 2018 IECC Energy Codes for Nebraska.”
- ⁸ Musser 2018. “Energy Impact Study of the 2009 IECC and 2018 IECC Energy Codes for Nebraska.”
- ⁹ Musser 2021. “Energy Impact Study of the 2009 IECC and 2021 IECC Energy Codes for Nebraska.”
- ¹⁰ ASHRAE Standard 62.2-2010. Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings. Atlanta, GA, American Society of Heating, Refrigerating, and Air Conditioning Engineers.

Appendix A

Heating degree days by code jurisdiction

Jurisdiction	HDD	Modeled City	Jurisdiction	HDD	Modeled City
Albion	7087	Chadron	Louisville	6292	Omaha
Alliance	6823	Norfolk	McCook	5967	None
Alma	6203	Omaha	Mead	6570	Norfolk
Ashland	6379	Omaha	Milford	5779	None
Auburn	5765	None	Minden	6398	Omaha
Beatrice	6151	Omaha	Nebraska City	6023	Omaha
Bellevue	6153	Omaha	Norfolk	6766	Norfolk
Blair	6455	Omaha	North Platte	6766	Norfolk
Bloomfield	7057	Chadron	Ogallala	6672	Norfolk
Cass County	6292	Omaha	Omaha	6153	Omaha
Central City	5834	None	O'Neill	7246	Chadron
Ceresco	6613	Norfolk	Palmyra	6337	Omaha
Chadron	7021	Chadron	Papillion	6153	Omaha
Columbus	6411	Omaha	Plainview	6485	Omaha
Cozad	6303	Omaha	Plattsmouth	6153	Omaha
Crete	5811	None	Ralston	6153	Omaha
Dakota City	6600	Norfolk	Sarpy County	6153	Omaha
David City	6237	Omaha	Saunders County	6613	Norfolk
Douglas County	6153	Omaha	Scottsbluff	6742	Norfolk
Elkhorn	6153	Omaha	Seward	5779	None
Falls City	5795	None	Seward County	5779	None
Fremont	6444	Omaha	Sidney	7092	Chadron
Gering	6742	Norfolk	South Sioux City	6600	Norfolk
Grand Island	6385	Omaha	Superior	5552	None
Gretna	6379	Omaha	Sutton	6347	Omaha
Hall County	6385	Omaha	Tekamah	6564	Norfolk
Hastings	6211	Omaha	Valley	6570	Norfolk
Holdrege	6482	Omaha	Wahoo	6570	Norfolk
Kearney	6652	Norfolk	Washington Cty.	6455	Omaha
Keith County	6672	Norfolk	Waverly	6119	Omaha
LaVista	6153	Omaha	Wayne	7143	Chadron
Lancaster County	6119	Omaha	Wymore	6151	Omaha
Lexington	6303	Omaha	York	6338	Omaha
Lincoln	6119	Omaha	Yutan	6570	Norfolk

Table A1. Modeled city representing Nebraska code jurisdictions.

Appendix B

Glossary of Abbreviations used in this report

ACH50: Air changes per hour at 50 Pascals pressure difference. This is a tested measure of whole-house airtightness that is commonly used to benchmark whole-house airtightness.

AFUE: Annual fuel utilization efficiency. Used to quantify and compare the efficiency of gas furnaces. A higher value indicates better efficiency, with 100% being the theoretical maximum.

ASHRAE: American Society of Heating, Refrigerating, and Air Conditioning Engineers, a global society dedicated to advancing the arts and sciences of HVAC.

cfm: cubic feet per minute, a measure of airflow

EPA: Environmental Protection Agency, an agency of the US federal government.

HVAC: Heating, Ventilating, and Air Conditioning

IECC: International Energy Conservation Code

NOAA: National Oceanic and Atmospheric Administration, an agency of the US federal government.

R-value: measures how well a product prevents heat from moving through the building exterior. A high R-value means that the material has a high resistance to heat flow and is considered a good insulator. R-value is the mathematical inverse of U-factor.

Ekotrope: A whole-house energy modeling tool used to perform this study.

RESNET: Residential Energy Services Network (www.resnet.us) This organization maintains the RESNET standards, a commonly used method of rating the energy performance of homes.

SEER2: Seasonal energy efficiency ratio. Used to quantify and compare the efficiency of air conditioners (and heat pumps in cooling mode). A higher value indicates a more efficient unit. Currently available units range from 14.3 to over 20 SEER2.

sf: square feet

SHGC: Solar heat gain coefficient. A number between 0 and 1 that expresses the portion of incident solar energy that passes through a window, including frame effects. The lower the value, the more solar heat is blocked from entering the home via the window.

U-factor: measures how well a product prevents heat from moving through the building exterior. A low U-factor means that the material has a high resistance to heat flow and is considered a good insulator. U-factor is the mathematical inverse of R-value.

Possible Cost Savings Measures

Code Amendments:

- Remove Current amendment that requires the installation of 2 - #4 continuous rebar within the bottom of new footings.
 - **Reason for amendment:** Having the footings reinforced has been the compromise to requiring a full soils report on each lot that can cost \$3,000 to \$10,000.
 - **Removal cost savings:** \$300 to \$400 per house at \$0.70 per foot.
- Remove current amendment that requires fire separation walls between duplex units to be built the same way as those between townhouse units.
 - **Reason for amendment:** Townhouses are required to separate units with a 1-hour fire separation wall that goes from the foundation to the underside of the roof deck if the building is sprinklered and with a 2-hour fire separation wall if the building is non-sprinklered. The code allows the wall between duplex units to only be ½-hour if sprinklered and 1-hour if not. Additionally, the code only required the wall in duplex units to go from the foundation to the uppermost ceiling, thus not providing a separation in the attic. It was felt that people living in duplex units should have the same protection against a fire in an adjacent unit as those living in a townhouse.
 - **Removal cost savings:** \$4,000 to \$4,500 per duplex building. (\$2,200 for drywall and \$1,200 for studs, remaining for taping.)
- Remove current amendment that requires EV ready conduit in new homes and multi-family and commercial developments.
 - **Reason for the amendment:** It further addresses sustainability initiatives and lowers future costs of installing an EV charger.
 - **Removal cost savings - House:** \$160 at \$2 per foot of conduit (schedule 80) and \$20 for electrical box.
 - **Removal cost savings – Comm/MF:** \$440 for 2 locations
- Remove current amendment that requires PV ready conduit in new homes.
 - **Reason for the amendment:** It further addresses sustainability initiatives and lowers future costs of installing a Photovoltaic system.
 - **Removal cost savings:** \$220
- Remove current amendment that requires a 5' fence or wall acting as a pool barrier.
 - **Reason for the amendment:** The code only requires a 4' high fence or wall and the additional height provided additional safety.
 - **Removal cost savings:** \$4,000 to \$5,000 for 200 ft.

Building Codes:

- IECC – Remove the requirement to provide blower door tests on all new homes.
 - **Reason for code section:** It allows for verification of the tightness of the building envelope and thus energy efficiency.
 - **Removal cost savings:** \$400 - \$500
- IECC – Remove the requirement for duct pressure tests in all new homes that have ducts outside of the conditioned space.
 - **Reason for code section:** It verifies that ducts outside of the conditioned space of the house are sealed properly so as to not leak conditioned air into conditioned space.
 - **Removal cost savings:** \$300 - \$400
- IRC – Remove the requirement to install a vapor retarder (plastic) below a slab-on-grade concrete floor.
 - **Reason for the code section:** Prevents moisture and gases (including radon) from the ground from continuously migrating into the house. This then protects occupants from moisture and gases in the air, protects floor finishes, protects metal within the concrete.
 - **Removal savings:** \$300 (6mm plastic)
- IRC – Remove the requirement for GFCI protection on 250-volt receptacles.
 - **Reason for the code section:** This is a continuation and expansion of GFCI requirements that started in the '70s.
 - **Removal savings:** \$150 - \$300 (1 – 2 GFCI 2-pole breakers)

Total Cost Savings for Single-Family Home = \$2,280 *

Percentage of a \$500,000 home = 0.4%

Total Cost Savings for a Duplex = \$6,780

Percentage of a \$500,000 Duplex = 1.3%

*** Does not include pool barrier costs**

Aggregate Code Changes from 2018 to 2024

International Building Code

- 110.3.5 Type IV-A, IV-B and IV-C Connection Protection Inspection has been added specifically for timber-type construction.
- 306.2 Moderate-Hazard Factory Industrial Group F-1 has been changed to include the uses of energy Storage Systems (SST) in dedicated use buildings and Water/Sewer Treatment Facilities.
- 307.1.1 Uses Other Than Group H has been changed to allow distilling, brewing or storage of beer and alcohol in any quantities to not be classified as Group H as long as the requirements of the IFC regarding such uses are applied.
- 404.5 Smoke Control has been changed to provide an additional exception to smoke control in atriums.
- 406.2.4 Floor Surfaces has been changed to require floors in public parking garages to be sloped to remove liquids from the surface.
- 407.4.4.1 Exit Access Through Care Suites and 407.4.4.3 Access to Corridor have been changed to provide revamped requirements for exit/egress travel in or adjacent to care suites in Group I-2 occupancies.
- 411.5 Puzzle Room Exiting has been added to address exiting/egress requirements in puzzle rooms (including escape rooms).
- 414.2.3 Number has been added allowing fire walls to be used to create separate buildings when determining the number of control rooms. A maximum of 4 control rooms are permitted per building, and sectioning the building into multiple buildings through the use of fire walls will allow additional control rooms.
- 422.7 Domestic Cooking has been changed to provide additional requirements for cooking appliances in ambulatory care facilities to address previous fire concerns in such uses.
- 424 Play Structures has been changed to provide additional provisions which address the popularity and proliferation of play structures that are not necessarily intended just for children including rock climbing walls, laser tag arenas, skydiving facilities, etc.
- Table 504.3 Height in Feet has been changed to provide new columns for new Construction Types IV-A, IV-B and IV-C (mass timber construction).
- Table 504.4 Number of Stories has been changed to provide new columns for new Construction Types IV-A, IV-B and IV-C (mass timber construction) as well as additional allowances for Group S-1 in sprinklered buildings of Type IIB and IIIB Construction.
- Table 506.2 Allowable Area Factor in Square Feet has been changed to provide new columns for new Construction Types IV-A, IV-B and IV-C (mass timber construction) as well as additional area allowances for single-story Group I-3 occupancies in sprinklered buildings of Type IIA Construction.

- 506.3.2 Minimum Frontage Distance and 506.3.3 Amount of Increase have been changed to simplify means of figuring the allowable open frontage area increase by removing the calculations and replacing them with Tables 506.3.3 and 506.3.3.1.
- 508.4.4.1 Construction and 509.4.1.1 have been added to provide additional criteria for the use of mass timber elements as fire barriers and horizontal assemblies.
- Table 509.1 Incidental Uses has been changed to remove Storage Battery Systems as an Incidental Use. Storage Battery Systems are now more extensively regulated in Section 1207 of the IFC.
- 510.2 Horizontal Building Separation Allowance has been changed to address and upgrade fire separation requirements of stairways in podium buildings of Type IA supporting type III, IV or V Construction.
- Table 601 Fire Resistance Ratings for Building Elements has been changed to add columns for mass timber construction.
- 602.4 Type IV has been changed to identify mass timber construction.
- 603.1 Allowable materials 703.6 Determination of Noncombustible Protection Time Contribution and 703.7 Sealing of Adjacent Mass Timber Elements have been added to address new construction type, mass timber construction.
- Table 705.5 has been relocated from 602 and has been changed to add requirements for Types IV-A, IV-B and IV-C.
- 707.5 Continuity has been changed to allow fire barriers enclosing an exit passageway to terminate at a horizontal assembly with construction of the same fire-resistance rating of the exit passageway instead of terminating at the underside of the floor or roof sheathing, slab, or deck above.
- 708.4.1 Supporting Construction has been changed to require the supporting construction of fire partitions to be rated the same as the partitions in certain areas of ambulatory care facilities, dwelling and sleeping units in Use Groups R-1 and R-2 and where fire partitions separate vestibules from the level of exit discharge.
- 713.12 Enclosure at Top has been changed to allow different options for enclosing and completing a rated shaft enclosure.
- 716.4 Fire Protective Curtain Assembly has been added to provide labeling and performance requirements for a relatively new product.
- 717.4 Access and Identification has been changed to provide additional requirements for fire damper access.
- 717.5.2 Fire Barriers has been changed to allow the use of flexible ducts in some areas of 1-hour rated assemblies in fully sprinklered buildings.
- 722.7 Fire-Resistance for Mass Timber has been added to address the new construction type.
- 903.2.4.2 Group F-1 Distilled Spirits and 903.2.9.3 Group S-1 Distilled Spirits or Wine have been added to require fire sprinkler protection for both the manufacturing and bulk storage of distilled spirits.

- 903.2.10 Group S-2 Parking Garages has been changed to required fire sprinkler protection for open parking garages when a certain fire area or height threshold has been exceeded.
- 903.2.10.2 Mechanical-Access Enclosed Parking Garages has been added to address this newer type of use. (Garages where vehicles are parked via horizontal and vertical lifts on racks or shelves.)
- 903.3.1.2 NFPA 13R Sprinkler System has been changed to reduce allowances for NFPA 13 R systems.
- 903.3.1.2.2 Corridors and Balconies in the Means of Egress has been changed to require sprinkler protection of corridors and balconies in certain conditions were approved to use an NFPA 13R system.
- 907.2.10 Group S has been added to require a manual fire alarm system in self-storage facilities of three stories or more in height with interior corridors.
- 907.5.2.1.3.1 Fire Alarm System Signal and 907.5.2.1.3 Smoke Alarm Signal in Sleeping Rooms have been changed to require audible alarms using a low-frequency (520-Hz) signal in sleeping rooms of R-1 and R-2 occupancies to improve the waking abilities of the devices.
- 909.20 Smokeproof Enclosures has been changed to allow another option to protect pressurized stairs.
- 911 Fire Command Center has been changed to require a fire command center in Group F-1 and S-1 buildings of over 500,000 sq.ft. in footprint.
- 1006.3.4 Single Exits has been changed to replace “common path of travel” as one of the criteria in determining the allowance of a single exit with “exit access travel distance” thus limiting the allowance for a single exit in many situations.
- 1008.2.1 Illumination Level Under Normal Power has been changed to increase the minimum required illumination levels at stairways from 1 foot-candle to 10 foot-candles.
- 1009.2.1 Elevators required has been changed to require an elevator as one of the required accessible means of egress when an occupied roof is located four or more stories above the level of exit discharge.
- 1009.6.3 Size has been changed to increase the size of the floor area for a wheelchair from 48” in length to 52” in length. (Now 30” x 52”.)
- 1010.1.1 Size of Doors has been changed to remove the 48” width limit for swinging doors and to allow some reductions to the 32” clear opening width.
- 1011.6 Stairway Landings has been changed to address layouts in curved stairs/landings and for landings exceeding the required size.
- 1016.2 Egress Through Intervening Spaces has been changed to allow passage through enclosed elevator lobbies from spaces requiring only one means of egress.
- 1031 Emergency Escape and Rescue Openings has been changed to match the changes in the IRC and to address the size of steps from an area well and the use of a door.
- 1105.1.1 Automatic Doors has been added to require automatic doors in certain occupancies with larger occupant loads such as Assembly Uses of greater than 300 occupants.

- 1107.2 Electrical Vehicle Charging Stations has been added to identify accessible requirements for vehicle charging areas.
- 1108.5 Assisted Toileting and Bathing and 1110.2 Toilet and Bathing Facilities has been added to provide allowances for some units to have toilet and bathing facilities designed for assisted use as opposed to independent use.
- 1110.6 Bottle Filling Stations has been added to required bottle filling stations, where provided, to be accessible. As such, if a bottle filling station is provided above the drinking fountain for standing persons, one must also be provided above the drinking fountain for people using wheelchairs.
- 1110.13.2 Sales and Service Counters and Windows has been changed to include service windows such as ticket windows.
- 1207 Enhanced Classroom Acoustics has been added to require compliance of classrooms in Group E occupancies of 20,000 cubic feet or less to meet enhanced acoustic standards of Section 808 of ICC A117.1.
- 1208.4 Efficiency Dwelling Units has been changed to reduce the minimum required size of the efficiency dwelling units (studio apartments) to 190 sq.ft.
- 1210.3 Privacy has been added to require a screening element at the entry to public restrooms to provide greater privacy and to remove the allowance of passerby outside the restrooms to see people within.
- 1504.9 Wind Resistance of Aggregate Surface Roofs has been changed to require minimum parapet heights for roofs with aggregate surfacing. (Previously, this requirement was only for hurricane-prone areas.)
- 1603.1.4 Wind Design Data has been changed to require component and cladding wind zones to be added to the construction plans.
- Table 1604.5 Risk Category of Buildings and Other Structures has been changed to identify multiple occupancy buildings as Risk Category III when the total public assembly occupant load is greater than 2,500. This is often the case with large hotels or resort centers that include conference centers or ballrooms.
- 1704.6 Structural Observations has been changed to require structural observations by a registered design professional of buildings in Risk Categories III and IV to verify conformance to the approved construction documents.
- Table 1705.3 Required Special Inspections and Tests of Concrete Construction has been changed to add special inspection requirements for precast concrete diaphragm connections.
- 1705.5.3 Mass Timber Construction has been added to require special inspections for such construction.
- 1705.18 Fire-resistant Penetrations and Joints has been changed to required special inspections for all firestop and perimeter fire barrier systems in Group R buildings having an occupant load greater than 250.
- 1709.5 Exterior Window and Door Assemblies has been changed to require a permanent label to be affixed to garage doors that identifies the performance characteristics of the door.

- 1809.5.1 Frost Protection at Required Exits has been added to require the same frost protection at the landings of required exit doors as that required for the building. This will stop the landing from heaving and preventing or restricting the exit door from fully opening.
- 2303.4.1.2 Permanent Individual Truss Member Restraint (PITMR) and Permanent Individual Truss Member Diagonal Bracing (PITMDB) has been added to provide clarify on the installation of permanent truss restraints.
- 2304.10.1 Connection Fire-resistance Rating has been added to address connections in a fire-resistance assembly of Type IV-A, IV-B or IV-C construction.
- Table 2308.7.3.1 Rafter Tie Connections has been updated to reflect current structural standards, with many situations requiring additional fasteners.
- 3115 Intermodal Shipping Containers has been added to provide criterial on the use of intermodal shipping containers as buildings or structures.

International Residential Code

- Definitions of “Emergency Escape and Rescue Opening” and “Townhouse” changed for clarity.
- R301.1.4 Intermodal Shipping Containers was added to address the use of shipping containers for residential buildings or structures and requires that such buildings or structures be designed with the structural provisions of Section 3115 of the International Building Code.
- R301.2.1 Wind Design Criteria has been altered, along with new charts, to identify lower design wind speeds for the country, including 3-second gusts of 105 mph for the Sedona area as opposed to the previous mark of 115 mph. This is accompanied by charts which coordinates the IRC with design standard ASCE – 7-16.
- R302.2.2 Common Walls in part, changes the requirements for the horizontal continuity of the rated separation walls for townhouse units. Said walls will be required to terminate directly against the inside face of the exterior wall sheathing unless separated by at least two 2-inch nominal thickness wall studs.
- R302.5.1 Opening Protection has been changed to require that the door separating the dwelling unit from the garage be not only “self-closing”, but also “self-latching”. Prior to this addition, said doors had to have self-closing devices, but said devices were not required to be designed to allow the door to fully close and latch.
- R305.1 Minimum Height lowers the allowed minimum ceiling height of beams not installed in basements to 6’-6” from finished floor to the underside of beams when such beams are spaced at least 36” apart.
- R310.2.3 Maximum Height from Floor. This section removes “window sill height” as the point at which an emergency escape and rescue opening is measured from the floor and identifies “the bottom of the clear opening” that must be no more than 44” above the finished floor. This change recognizes that the clear opening of the emergency escape and rescue opening (typically a window) can be much higher than the sill.
- R311.7.7 Stairway Walking Surface is changed to allow a maximum slope of 5% in the direction of travel on landings are required elsewhere in the code to drain.
- R314.3 Location is changed to require an additional smoke alarm on a level where the ceiling height of a room open to a hallway serving bedrooms is 24” or more above that of the hallway.
- R323 Storm Shelters includes additional design requirements for storm shelters, including those built above ground, and is bolstered by a new definition for “storm shelters” and new requirements for documentation.
- R324 Solar Energy Systems has been changed to include specific information and allowances for Building-Integrated Photovoltaic (BIPV) systems including BIPV roof panels and provides exceptions for such systems to roof access and pathway requirements as well as for locations under emergency escape and rescue openings.
- R326 Habitable Attics is a new section that combines previous requirements for habitable attics with new restrictions to limit their area and to require automatic fire sprinklers.

- Table R403.1(1) Minimum Width and Thickness for Concrete Footings for Light-Frame Construction has been changed to show many different allowed/required footing dimensions from previous years along with additional footnotes, some of which may require additional increases to the footing size.
- Table 507.3.1 Minimum Footing Size for Decks has been changed to provide a starting tributary area of 5 sq.ft.
- Table R507.4 Deck Post Height has been changed by greatly expanding the criteria used to determine the allowance of deck posts. The determination is now based on live or snow loads, species of wood post, post size, tributary area and deck height. The prior table used only post size and deck height.
- Table R507.5(5) Joist Span Factors for Calculating Effective Deck Joist Span... has been added to help in calculating allowed joist spans based upon shorter than allowed cantilevers being used.
- Table R507.6 Maximum Deck Joist Spans has been changed to identify allowed cantilever spans specifically based on maximum joist spans.
- Table R507.7 Maximum Joist Spacing for Wood Decking has been changed to account for both single span and multi-span and multiple span configurations.
- R507.10 Exterior Guards has been added to the deck section to provide more specific requirements on the support and structural integrity of guards for decks including the requirement that 4 x 4 posts must not be notched at the point of attachment.
- Tables R602.3(1) and (2) have been changed to identify new fastener options and to reduce fastener spacing in the field in many cases including fasteners for ½" roof sheathing.
- R602.10.1.2 Location of Braced Wall Lines and Permitted Offsets is changed to limit the placement of a braced wall line.
- R609.4.1 Garage Door Labeling has been added to require all garage doors to have a permanent label provided by the door manufacturer identifying, in part, the positive and negative wind pressure rating and the applicable test standard.
- R702.7 Vapor Retarders has been changed to provide additional tables and information granting much needed clarifications on the type, locations and allowances for vapor retarders in walls.
- R704 Soffits has been added to requirements for different soffit material and installations with an emphasis on design wind pressure.
- M2102 Hydronic Piping Systems Installation has been added to provide detailed installation requirements for hydronic piping systems.
- G2414.8.3 Threaded Joint Sealing has been changed to require threaded joint sealants (typically pastes made with Teflon or Teflon tapes) for assembling threaded joints in gas pipes.
- G2427.5.5.1 Chimney Lining has been changed to remove the exception allowing an existing, non-NFPA 211 lined chimney to be reused where the appliance being vented by the chimney is replaced with like type and size. Now, all replacement appliances must be vented in accordance with the requirements for new appliances.

- G2447.2 Prohibited Location has been changed to remove the exception allowing commercial cooking appliances to be installed within dwelling units or where domestic cooking operations occur if the installation was designed by a licensed Professional Engineer.
- E3601.8 Emergency Disconnects has been added to now require an emergency disconnect on the outside of a home or structure when the service panel and service disconnect is inside. This new requirement will allow emergency responders to disconnect power to the service in case of an emergency without entering the structure to do so.
- E3606.5 Surge Protection has been added to now require a whole-house surge protective device be installed on all new electrical services supplying one- and two-family dwelling units.
- E3901.4 Countertop and Work Surface Receptacles has been changed to identify new requirements for the number and placement of kitchen counter receptacles at peninsular and island counters.
- E3901.4.2 Island and Peninsular Countertops and Work Surfaces has been changed to give the option of placing receptacles at the island or peninsula, not make it a requirement. If receptacles are not installed, the builder must put conduit in the cabinetry for future receptacle installations.
- E3901.4.3 Receptacle Outlet Location has been changed to remove the allowance for counter receptacles to be located below the counter and thus also remove the 6" counter overhang maximum.
- E3902 Ground-Fault and Arc-Fault Circuit-Interrupter Protection has been changed to include GFCI protection for all receptacles up to 250-volts in areas requiring GFCI protection for 125-volt receptacles. (Kitchens, bathrooms, laundry rooms, garages, outdoors, etc.) 250-volt receptacles are no longer exempted.
- E3902.5 Basement Receptacles has been changed to require GFCI protection for all receptacles in a basement including finished areas previously exempted.
- E3902.10 Indoor Damp and Wet Locations has been added to required GFCI protection in any damp or wet areas not already identified in Section E3902 and may include mud rooms with direct access from the outdoors, pet bathing areas, etc. This is a general requirement without specifics to the type of rooms that are covered. This section allows the municipality to make policy decisions on where to apply it.
- Additional changes were made to the following Appendices, but are only applicable if the municipality specifically adopts specific Appendices or all of the Appendices in total.
 - AF104 Testing has been added to identify procedures for radon testing.
 - AU Cob Construction (Monolithic Adobe) has been added to provide requirements for Cob Construction, which differs from light straw-clay and strawbale construction.
 - AW 3D Printed Building Construction has been added to provide specific requirements for 3D printed homes.

National Electrical Code

- 110.22(A) Identification of Disconnecting Means has been changed to require all disconnects to identify the source of the branch circuit or feeder for the disconnect at the disconnecting means enclosure, in other than one- or two-family dwellings.
- 110.26(C)(2) Large Equipment has been changed to address multiple disconnecting means with a combined rating of 1,200-amperes or more and to prohibit equipment doors of such large equipment from obstructing the entry or exit from the working space.
- 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel, Informational Note No.4 has been changed to require the measurement method used to decide where GFCI protection is required shall include measuring the shortest path that an appliance cord can travel including passing through a door or doorway.
- 210.8(A) Ground-Fault Circuit-Interrupter Protection for Personnel, Dwelling Units has been revised to include GFCI protection of all 125-volt through 250-volt receptacles supplied by single-phase branch circuits in the areas specified by 210.8(A). Previous code requirements did not include protection of 250-volt receptacles.
- 210.8(A)(5) Basements has been changed to require GFCI protection for all 125-volt through 250-volt receptacles in all areas of basements, including finished portions.
- 210.8(A)(11) Indoor Damp Locations has been added to require GFCI protection for interior rooms of a house that may be considered wet or damp locations including a mud room or dog bathing area.
- 210.8(B) Other Than Dwelling Units has been revised to include GFCI protection of all 125-volt through 250-volt receptacles supplied by single-phase branch circuits in the areas specified by 210.8(B). Previous code requirements did not include protection of 250-volt receptacles.
- 210.8(E) Equipment Requiring Servicing has been added to require GFCI protection for all receptacles required by Article 210.63, including those within a building or structure.
- 210.8(F) Outdoor Outlets has been changed to required GFCI protection for all outdoor outlets of 125-volt and 250-volt, single phase outlets of 50-amperes or less. This would include typical dwelling unit AC condensers and heat pumps.
- 210.12(C) Guest Rooms, Guest Suites and Patient sleeping Rooms in Nursing Homes and Limited-Care Facilities has been changed to require arc-fault protection in patient sleeping rooms of nursing homes and limited-care facilities.
- 210.12(D) Branch Circuit Extensions or Modifications – Dwelling Units, Dormitory Units, Guest Rooms and Guest Suites has been changed to require arc-fault protection in guest rooms and suites of hotels and motels where circuits are extended or modified.
- 210.15 Reconditioned Equipment has been added to prohibit the use of reconditioned GFCI devices, AFCI devices and ground-fault protection equipment.
- 210.52(C) Countertops and Work Surfaces has been changed to, 1) better address multi-outlet assemblies when used as countertop receptacles, 2) set new GFCI receptacle requirements for peninsular and island counters based on area, and 3) better identify the allowed locations of such receptacles.

- 210.65 Meeting Rooms has been changed to require receptacles in meeting rooms of 1,000 sq.ft. or greater with spacings similar to that of dwelling units.
- 220.12 and Table 220.12 Lighting Load for Non-Dwelling Occupancies has been greatly revamped to mostly reduce assigned lighting loads in most uses.
- 225.30(B) Common Supply Equipment has been added to allow up to six feeders (previously one) to supply a building or structure with requirements that the feeders must originate from the same panelboard or switchboard and that each feeder shall have a disconnect grouped together with the other feeders.
- 230.67 Surge Protection has been added to require surge protection for all services at dwelling units.
- 230.71(B) has been changed to require the grouping of 2 to 6 service disconnects to be in separate enclosures or on a switch board or in switch gear. The multiple disconnects can no longer be placed in a single enclosure.
- 230.85 Emergency Disconnects has been added to require an exterior emergency disconnect at a readily accessible location for dwelling units to allow the disconnection of current to the house in an emergency situation without the first responders having to breach the house.
- 242 Overvoltage Protection has been added to provide general requirements for devices and equipment for overvoltage protection. (Surge protection.)
- 250.25 Grounding Systems Permitted to be Connected on the Supply Side of the Disconnect has been added to address requirements and allowances for grounding of supply-side disconnects.
- 250.104(A)(1) Bonding of Piping Systems and Exposed Structural Metal has been changed to limit the required size of bonding jumpers used to bond metal water piping systems together need not be larger than 3/0 copper or 250 kcmil aluminum.
- 250.109 Metal Enclosures has been added to identify that metal enclosures can be used to connect bonding jumpers or equipment bonding jumpers, or both, together to become a part of an effective ground-fault current path.
- 300.25 Exit Enclosures (Stair Towers) has been added to coincide with similar requirements in the building and fire codes regarding electrical wiring in rated exit enclosures.
- 300.45 Danger Signs has been changed to require the word “Danger” in lieu of the previously required “Warning” for signs required at electrical equipment.
- 310 Ampacity Tables have reverted to their old numbering of Tables 310.16 through 310.21.
- Table 310.12 Single-Phase Dwelling Services and Feeders has been relocated. (Previously located from Informative Annex D.)
- 312.8(B) was changed to add Energy Management Equipment to the list of equipment permitted within the wiring space for switches and overcurrent devices.
- 314.16(B)(5) Equipment Grounding Conductor Fill has been changed to address the volume of box fill when more than 4 equipment grounding conductors are in a box.
- 314.27(C) Boxes at Ceiling Suspended (Paddle) Fan Outlets has been changed to require all ceiling boxes located in an area acceptable for the installation of a ceiling fan to be

listed for ceiling fan use, regardless of whether a ceiling fan is originally identified for that location.

- 320.80(A) Ampacity has been altered to require the derating of ampacity (adjustment factors) for type AC Cable when spacing is not maintained, similar to NM Cable requirements.
- 334.30 Securing and Supporting has been changed to provide maximum distances from a box to cable supports for NM Cable that include total cable length and the distance from the box to the support.
- 337 Type P Cable has been added to provide requirements for a relatively new type of cable.
- 338.100 Construction has been revised to require that all conductors of cabled assemblies of multiple single conductors of type USE cable are now required to be insulated.
- 342.10(E) Severe Physical Damage has been added to clarify that IMC can be used in areas subject to severe physical damage.
- 374.6 Listing Requirements (Cellular Metal Floor Raceways) has been added to require that all cellular metal floor raceways be listed.
- 380.12 Uses Not Permitted (Multioutlet Assemblies) was changed to add Item 7 which prohibits multioutlet assemblies from being cord and plug connected.
- 392.30(B)(4) Cables and Conductors has been changed to require that cable ties used to secure cables in cable trays must be listed for that use.
- 406.4(D)(7) Controlled Receptacles has been added to require that, where replaced, automatically controlled receptacles must be replaced with equivalently controlled receptacles.
- 406.5(G)(2) Under Sinks has been added to prohibit receptacles mounted under sinks to be mounted in the “face up” position.
- 406.9(C) Bathtub and Shower Space has been changed to create a zone at showers and tubs that further restricts the locations of receptacles near showers and tubs.
- 406.12 Tamper-Resistant Receptacles has been changed to increase the areas required to use tamper-resistant receptacles to include garages and accessory structures of dwelling units, common areas for hotels, motels, and multi-family buildings, as well as for assisted living facilities.
- 408.4(A) Circuit Directory or Circuit Identification has been changed to allow the panel schedule to be located in an approved location adjacent to the panelboard door.
- 408.6 Short-Circuit Current Rating (Switchboards, Switchgear, and Panelboards) has been added to require, for other than dwelling units, the marking of the available fault current and the date the calculation was performed to be marked on the enclosure at the point of supply for switchboards, switchgear and panelboards.
- 408.8 Reconditioning of Equipment (Switchboards, Switchgear, and Panelboards) has been added to deny the allowance to recondition panelboards, but to permit the reconditioning of switchboards and switchgear.
- 410.116(C) Installation in Fire-Resistant Construction was changed to better address recessed lighting fixtures within fire-rated ceiling assemblies.
- 410.118 Access to Other Boxes was added to make it clear that lighting fixtures cannot be used to access outlet, pull or junction boxes that are not associated with the wiring for the lighting fixture.

- 422.16(B)(2) Built-in dishwashers and Trash Compactors has been changed to require a grommet or other protective device be installed in the hole or opening in the cabinet which the cord for the appliance is passing through.
- 440.9 Grounding and Bonding has been changed to require an equipment grounding conductor when using a metallic raceway system with compression fittings on the roof for all HACR equipment.
- 445.18(D) Disconnecting Means and Emergency Shutdown has been added to require an outdoor emergency shutdown device for optional, non-cord and plug connected generators.
- 450.9 Ventilation has been changed to require the top horizontal surface of transformers be marked to prohibit storage.
- 480.7(G) Disconnect methods was added for directory and identification of power sources for storage batteries.
- 511.12 Ground-Fault circuit-Interrupter Protection for Personnel has been changed to require GFCI protection for all receptacles installed in commercial garages, service bays and similar areas instead of just receptacles where diagnostic tools, hand-held tools and portable lighting fixtures could be plugged into.
- 513.3(D) Classification of Locations has been changed to require specific rates of mechanical ventilation for adjacent areas to an airplane hangar.
- 517.26 Application of Other Articles was added to provide clarification as to what parts of Article 700 is amended by Article 517.26 (Health Care Facilities).
- 517.30(B)(3) Battery Systems has been added to allow the use of battery systems as a the alternative source for all or part of an essential electrical system.
- 517.31(C) Wiring Requirements has been changed to require identification and marking of raceways and cables of essential electrical systems at intervals not to exceed 25'-0".
- 518.6 Illumination was added to require outdoor fixed service equipment at assembly occupancies to be provided with proper illumination.
- 525.20(G) Wiring Methods has been changed to require non-conductive matting for flexible cords or cables accessible at carnivals, fairs, etc. be secured in place to prevent tripping.
- 545, Part II Manufactured Buildings and Relocatable Structures has been added to fully address buildings and structures of this type.
- 550.13(B) Receptacle Outlets was changed to require GFCI protection of Mobile and Manufactured homes in accordance with Article 210.8(A), except that such protection is only required for 125-volt, single phase, 15- and 20-amp receptacles.
- 590.4(G), Ex. No. 2 Splices has been added to permit the use of permanently installed branch circuits in framed walls and ceiling to be used for temporary power or lighting if GFCI protected.
- 590.8 Overcurrent Protective Devices has been added to provide some needed guidance on the use and allowance of overcurrent protective devices in temporary installations.
- 600.5 Branch Circuits and 600.6 Disconnects changed to require identification on disconnecting means for signs, identifying which sign it controls, when such disconnecting means is not externally mounted on the sign.
- 605.1(B) Scope has been changed to clarify the types of office furnishings covered and not covered due to the ever-growing types of such products.
- 625.17(B) Cords and Cables allows cables that are a listed part of the electric vehicle supply equipment.
- 625.44 Equipment Connection has been changed to identify required connection methods for connecting portable EV charging equipment to the premises wiring system.

- 625.54 Ground-Fault Circuit-Interrupter Protection for Personnel has been added to require GFCI protection for all receptacle outlets used for EV charging regardless of location.
- 625.60 AC Receptacle Outlets Used for EVPE has been added to require GFCI protection for all on-board receptacle outlets on or in an electric vehicle.
- 645.5(E) Under Raised Floors has been changed to provide requirements that distinguish between underfloor space in an IT room that is protected by a fire suppression system and those that are not.
- 680.4 Inspections After Installations has been added to provide the authority having jurisdiction (AHJ) with the allowance to address hazards associated with existing, aging pool installations.
- 680.9(A) Overhead Conductor Clearances has been revised to clarify that such clearances do not only apply to service wiring.
- 680.21(C) GFCI Protection and 680.21(D) Pool Pump Motor Replacement has been revised to require GFCI protection for all motors used in pool applications, including replacement pump motor in an existing installation.
- 680.22(A)(5) Pool Equipment Room has been added to require at least 1 GFCI protected service receptacle in pool equipment rooms, and to require that all receptacles in such rooms be GFCI protected.
- 680.22(e) Other Equipment has been added to require that all equipment, other than the pool pump motors and controllers, must be located at least 5'-0" horizontally from the inside walls of pools.
- 680.26(B)(2)(c) Copper Grid has been added to allow the use of a copper grid system of AWG 8 solid copper wire may be used to create the required equipotential bonding at the perimeter surface of the pool deck in lieu of steel reinforcement.
- 682.33 Equipotential Planes and Bonding of Equipotential Planes has been changed to better identify what needs to be bonded to create an equipotential plane at naturally and artificially made bodies of water.
- 690.8(A) Calculation of Maximum Circuit Current has been reorganized to make it easier to understand and calculate maximum current for specific PV circuits.
- 690.9 Overcurrent Protection has been reorganized and addresses overcurrent for unique and different protection scenarios.
- 690.12 Rapid Shutdown of PV Systems on Buildings has been changed to increase the electrical and fire safety of PV systems.
- 690.13(A) Location has been added to require PV disconnecting means that are accessible to unqualified persons, and which have exposed live parts when open, be locked or require a tool to open.
- 690.15 Disconnecting Means for Photovoltaic Equipment has been changed to emphasize isolation of equipment from energized conductors.
- 690.41(B) System Grounding has been changed to require PV system dc circuits, not just the arrays, that exceed 30 volts, or 8 amperes be provided with dc ground-fault protection.
- 695.6(J) terminations has been changed to address the use of cable fittings with fire pumps that are listed for the use.
- 700.12(B) has been changed to increase the fire protection rating requirement from 1-hour to 2-hours where not protected by an approved automatic fire protection system.
- 700.12(H) DC Microgrid Systems has been added to allow the use of dc microgrid systems as an emergency power source when the system is separate from the normal source supply.

- 702.7(A) Signs has been added requiring the installation of permanent signage at the residential emergency disconnecting means that indicates the location of each permanently installed optional standby power source disconnect.
- 705 Interconnected Electric Power Production Sources has been extensively reorganized and revised.
- 706.1 Scope has been changed to better identify what is covered within 706 Energy Storage Systems (ESS).
- 706.4 System Requirements has been added to require marking/nameplate information for ESS.
- 706.7 Maintenance has been added to provide requirements for maintaining ESS.
- 706.9 Maximum Voltage has been added to provide prescriptive requirements for determining the maximum voltage of ESS.
- 708.24(D) Transfer Equipment has been added to address bypass isolation automatic transfer switches in a critical operations power system (COPS) building.
- 725.48(B)(1) Conductors of Different Circuits in the Same Cable, cable Tray, Enclosure or Raceway has been changed to allow Class 1 circuits to share enclosure space with conductors of light, power, non-power-limited fire alarm and medium power network-powered broadband communications circuits where separated by a barrier.
- 770.24 Mechanical Execution of Work has been revised to identify the means of installing and protecting optical fiber cable within structures.
- 770.110(D) Cable Trays has been added to allow optical fiber cables to be installed in metal or listed nonmetallic cable tray systems.

International Mechanical Code

- 401.4 Intake Opening Location and 501.3.1 Location of Exhaust Outlets have been changed to reflect new products of factory-built combination exhaust and air intake fittings that do not require separation between the intake and the exhaust.
- 403.3.2.1 Outdoor Air for Dwelling Units has been changed to reflect lower ventilation requirements due to the recognition of the higher efficiency of balanced ventilation systems.
- 502.20.1 Operation has been changed to require the continuous operation of nail salon exhaust during business hours.
- 504.4.1 Termination Location has been added to require a minimum of 3'-0" of clothes dry vent termination clearance from openings into a building if the manufacturer's installation guidelines do not provide other separation requirements. The code did not previously address this situation.
- 507.1 General has been changed to exempt smoker ovens from the requirement for a Type I hood when such ovens have an integral exhaust system and are listed for use without a Type I hood.
- 514.2 Prohibited Applications has been changed to allow the use of some energy recovery ventilation equipment (ERV) to be used with Type II kitchen exhaust systems.
- 602.2.1.8 Pipe and Duct Insulation Within Plenums has been changed to clarify that using pipe insulation to protect non-plenum approved pipe is prohibited unless the insulation and pipe have been tested and listed for such use as an assembly.
- 607.5.2 Fire Barriers has been changed to allow the penetration of fire-resistance rated ceilings in some cases with flexible ducts.
- 607.5.5 Shaft Enclosures has been changed to provide consistency in addressing subducts with fire dampers and smoke dampers.
- 608.1 Balancing has been relocated and changed to require verification of system balancing and to require a means to adjust the airflow and exhaust systems.
- 905.1 General has been changed to recognize new wood-burning residential hydronic heaters. (New product and system.)
- 929 Unvented Alcohol Fuel Burning Decorative Appliances has been added to address a new type of decorative fuel burning appliance.
- 1105.9 Machinery Room Means of Egress has been added to the IMC from the IBC as these requirements were often overlooked due to their being in the IBC.
- 1107 through 1110 Refrigerant Piping was added to completely replace the Refrigerant sections from previous codes. The new code sections are completely revamped and offer many new requirements.

International Fuel Gas Code

- 307.2 Fuel-Burning Appliances has been changed to require the marking of the primary and secondary condensate discharge piping where said piping is concealed and thus cannot be visually identified.
- 403.8.3 Threaded Joint Sealing has been changed to formally require the use of thread joint sealants. These products were previously addressed but never required by the code.
- 404.5 Fittings in Concealed Locations has been changed to allow the use of plugs and caps in concealed locations.
- 503.5.6.1 Chimney Lining has been changed to remove the previous exception that allowed the reuse of an unlined chimney in gas appliance replacements.
- 503.8 Venting System Terminal Clearances has been changed to place such information in a new table with a corresponding figure for ease of use.
- 503.10.7 Connector Junctions has been added to identify the required method for joining vent connectors.
- 614.7 Makeup Air has been changed to remove all information other than the requirement to provide makeup air for dryers that exhaust more than 200 cfm.
- 614.7.1 Closet Installation has been added to separate the additional requirement to provide a minimum of 100 cfm of makeup air when clothes dryers are installed in closets. This new section illustrates that this requirement and the requirement in Section 614.7 are two separate and unrelated makeup air requirements.
- 618.6 Furnace Plenums and Air Ducts has been changed to prohibit the use of a mechanical room as a means of plenum for the furnace return air system. (Return air must be ducted directly to the furnace.)
- 623.2 Prohibited Location has been changed to remove the exception for an allowance of an engineered design system.

Noted Amendment Changes Between 2018 IRC and 2024 IRC

1. The wind speed map in the Building Code was revised and the design criteria for this area was lowered to 105 mph V_{ult} .
2. R403.1.1 – Requires 2 #4 rebar running continuously within footings as a compromise to having to obtain a full soils report for each home.
3. Chapter 11 Energy Efficiency, is hereby deleted in its entirety and substituting Chapter 11 Energy Efficiency of the 2018 International Residential Code.
4. Table N1101.7, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona, thus negating the requirement to design per Climate Zone 5B in areas of Sedona that are in Coconino County.
5. E3406.2 Conductor material. Conductors in this article shall be of copper, aluminum or copper-clad aluminum unless otherwise specified. Aluminum and copper-clad aluminum conductors shall be no less than 4 AWG in size, shall only be used for service entrance conductors or feeders, and shall be AA-8000 series electrical grade aluminum alloy conductor material. All references to the contrary are hereby deleted from this code. Previous amendments did not allow aluminum wiring in any scenario.
6. Exception: Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop or work surface at islands and peninsular countertops and work surfaces where the surface is flat across its entire surface and there is no means to mount a receptacle within 20" of the countertop, such as in an overhead cabinet. Receptacles mounted below the countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6" beyond its support base. This exception was added to give contractors more options on mounting receptacles at kitchen islands and peninsulas.
7. R319.1 (emergency egress from bedrooms) was revised to remove the allowance to have bedrooms in basements without an emergency egress opening within the bedroom.
8. ISPS Section 305.1 - This proposed amendment removes the allowance to use an ASTM F1346 motorized cover as the principal pool barrier for the property, in lieu of a wall or fence. This change was made for additional safety in the wake of additional pool tragedies in Arizona this past summer and the increase in verified complaints that the pool cover was kept open during and before rentals at Short-term Rental properties. If this amendment is approved, ASTM F1346 motorized pool covers will only be able to be used as a barrier to access from the house.

Title 15

BUILDINGS AND CONSTRUCTION

Chapters:

15.05	Building Code
15.10	International Plumbing Code
15.15	Electrical Code
15.20	Mechanical Code
15.25	Dangerous Buildings Code
15.30	International Fuel Gas Code
15.35	Adoption of Technical Documents
15.40	International Existing Building Code
15.45	International Energy Conservation Code
15.50	International Swimming Pool and Spa Code
15.55	International Property Maintenance Code

Chapter 15.05

BUILDING CODE*

Sections:

15.05.010	Adoption of the International Building Code.
15.05.020	Amendments to the International Building Code.
15.05.030	Adoption of the International Residential Code.
15.05.040	Amendments to the International Residential Code.
15.05.050	Conformance to the land development code.
15.05.060	Building permit fees and valuation.
15.05.070	Wood burning fireplaces.
15.05.080	Permitting of wood stoves and similar devices.
15.05.090	Manufactured homes, factory-built buildings and mobile homes.
15.05.100	Jurisdiction of other agencies.

* **Editorial note:** See Ordinances 90-01, 91-22, 92-01, 93-09, 93-22, 98-05, 2007-04 and 2007-16.

15.05.010 Adoption of the International Building Code.

The following document, three copies of which are on file and are available for public inspection in the office of the director of community development, is adopted as the building code of the city of Sedona, Arizona, for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the city; and providing for issuance of permits and collection of fees therefor:

- A. International Building Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc.
- B. Each and all of the regulations, provisions, conditions and terms of the International Building Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., are hereby referred to, adopted and made a part of this code as if fully set out herein, excepting such provisions as hereinafter deleted or amended. [Code 2006 § 7-1-1. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.020 Amendments to the International Building Code.

The International Building Code, as adopted, is hereby modified as follows:

- A. Section 101.1, Title, is hereby amended by adding the words “City of Sedona” in place of “Name of Jurisdiction.”
- B. Section 103.1, Creation of enforcement agency, is hereby amended by adding the words “Building Safety Department” in place of “Insert Name of Department”.
- C. Section 105.2, Work exempt from permits, Building Item Nos. 1, 2, 4, 5, 9 and 10, relating to Exempted Work, are hereby amended to read:

1. One-story detached buildings used as tool and storage sheds, playhouses or similar uses, provided the projected roof area does not exceed 120 square feet, the building does not exceed 7 feet high at the highest point of the roof or wall, and it has no electrical or plumbing installations.
2. Freestanding fences and walls not supporting a structure, not over 30 inches high, and not located within flood hazard areas as determined by the City or County flood hazard administrative authority.
4. Retaining walls not over 30 inches in height, measured from top of footing to the top of wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 800 gallons (3,028.3 L) and the ratio of height to diameter or width is not greater than 2:1.
9. Prefabricated swimming pools accessory to Group R-3 occupancies, which are less than 18 inches in depth, less than 8 feet in all dimensions and constructed entirely above grade.
10. This item, referring to shade cloth structures, is deleted in its entirety.

D. Section 105.5, Expiration, is hereby amended by adding the following to the end of the first sentence:

, or by not having a qualified inspection within 180 days of the previous or last qualified inspection.

E. Section 105.7, Placement of permit, is hereby amended by deleting the section in its entirety and substituting the following:

Section 105.7 Placement of permit. The building permit shall be placed in a conspicuous place, visible from the public way, and shall be kept on the site of the work until the completion of the project and the issuance of final inspection approval by the City.

F. Section 107.1, General, is hereby amended by the addition of the following paragraphs to the end of the section:

Such documents may be reviewed and approved by other departments of this City and other agencies with jurisdiction in the areas of public health and safety prior to permit issuance, including, but not limited to, the Arizona Department of Environmental Quality, the County Health Department and the County Flood Control District to verify compliance with any applicable laws under their jurisdiction.

The Building Official shall require that contractors be licensed as required by Arizona state law before issuing permits to them. The Building Official shall also require contractors and builders to either be

licensed or otherwise retain the services of someone who is properly licensed or certified, as may be necessary to assure the proper installation of building components, equipment or appliances consistent with the technical codes or the approved installation specifications and standards.

Owners of Property may construct, add to, alter or remodel structures on their property subject to the provisions of Arizona Revised Statutes, Section [32-1121](#). Violation of the provisions of ARS § [32-1121](#) shall be cause to commence enforcement proceedings. The Building Official may also report such violations to the Arizona Registrar of Contractors.

G. Section 107.3.1, Approval of construction documents, is hereby amended by adding the following paragraph to the end of the section:

When plans are required, if the Building Official issues a permit, he/she shall endorse in writing or stamp the plans and specifications "Reviewed for Code compliance" which signifies only that said plans may be used in conjunction with a building permit for construction. Any omission or error in said plans shall not be grounds to fail to comply with or waive any city, state or federal requirements. The designer, builder and owner are hereby charged with the responsibility to comply with all said requirements. Approved plans, specifications, building addresses, legal descriptions and permits shall not be changed, modified or altered without authorization from the Building Official, and all work shall be done in accordance with the approved plans, specifications and permits. A land split or subdivision of land made on property for which a building permit has been issued shall be approved by the Director of Community Development prior to recording.

H. Section 111.1, Change of occupancy, is hereby amended by inserting the following text after the first sentence of the paragraph:

Every tenant of every building and structure, except Group R-3 and U occupancies associated with Group R-3 uses, and non-occupied Group U occupancies, shall obtain a tenant occupancy permit and a certificate of occupancy prior to opening for business. Tenant occupancy permits and certificates shall be nontransferable from one building to another and from one tenant to another.

I. Section 111.3, Temporary occupancy, is hereby amended by adding the following to the end of the section:

The issuance of Temporary Certificates of Occupancy is not customary, is reviewed by the Director of Community Development after the submittal of a written request identifying the hardship(s) not caused directly or indirectly by the applicant, property owner, design professionals or contractors, and is based solely on incomplete or non-compliant exterior work. Upon approval of the Director of

Community Development to allow issuance of a Temporary Certificate of Occupancy, the owner shall submit to the Building Official for review and approval a letter requesting temporary occupancy for a period of time to be approved by the Building Official and include with the request:

1. An itemization of all work authorized and required by the building and grading permits that must be completed to permanently occupy the building. (Note that said work shall be exterior to the building or structure. Temporary Certificates of Occupancy will not be issued for any work not completed and approved by the City that is interior to the building or structure.)
2. An irrevocable bond or other financial deposit acceptable to the Building Official and payable to the City of Sedona in the event construction is not completed before expiration of the Temporary Certificate of Occupancy. The amount of the bond or deposit shall equal 100 percent of the construction cost to complete the work required by the permits.

For the purpose of this section, construction cost shall include all labor, materials, equipment, sales tax, permit fees and contractors' profit and overhead plus a twenty-five percent (25%) contingency amount for unforeseen construction expenses and City administration in the event the City undertakes completion of the project. The Building Official may require written proposals or estimates from contractors to substantiate the amount of the bond or deposit.

3. The payment of a non-refundable fee for the Temporary Certificate of Occupancy shall be \$300.00 for single-family dwellings and \$500.00 for commercial projects.
4. A written agreement that the bond or deposit is forfeited by the owner to the City in the event all required work is not completed before expiration of the Temporary Certificate of Occupancy and authorization for the City to undertake and complete construction with the forfeited funds.

If the City undertakes completion of the project with the forfeited funds, any unexpended amount shall be returned to the owner or bonding agent as applicable. If costs to complete the project exceed the amount of the bond or deposit, the City may file a lien against the subject property and take appropriate action as necessary to recover all the additional expenses incurred completing the construction.

The Building Official may extend the time period of an original Temporary Certificate of Occupancy or issue one or more additional temporary certificates if conditions beyond the control of the owner prevent project completion by the expiration of the original Temporary Certificate. Extensions and additional temporary certificates shall be requested by the owner before the expiration of the original certificate and approved by the Building Official in the same manner as the original certificate. The owner shall provide a bond or deposit and pay a new fee for each extension or additional certificate.

EXCEPTION: Public schools are not required to provide a bond or deposit for completion of work or pay temporary certificate fees.

J. Section 113.3, Qualifications, is hereby amended by deleting the section in its entirety and substituting the following:

113.3 Board Composition and Authority. All reviews required of a Board of Appeals shall be brought before the City's hearing officer to hear such appeals. The hearing officer(s) shall have final review authority and no further appeal shall be required by the City of Sedona.

K. Section 114.4, Violation penalties, is hereby amended by adding the following paragraph to the end of the section:

Such person, firm or corporation shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

L. Section 115.2, Issuance, is hereby amended by removing the first sentence in its entirety and inserting the following:

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person performing the work, or shall be posted on the structure or on site in a conspicuous location.

M. Section R115.4, Failure to comply, is hereby deleted in its entirety and replaced by the following:

Section R115.4 Failure to comply. Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

N. Sections 305.2, Group E, day care facilities, and 308.5, Institutional Group I-4, day care facilities, are hereby amended by adding the following exception:

A “child care group home” complying with the requirements ARS [36-897](#) through [36-897.13](#) and providing child care for less than 24 hours per day for not less than five (5) children but no more than ten (10) children through the age of twelve years shall be classified as Group R-3, provided that all child care rooms are located on the level of exit discharge and each child care room has an exit door directly to the exterior.

O. Section 502.1, Address identification, is hereby amended by adding the following paragraph to the end of the section:

In addition to the requirements stated herein, building addressing and display shall comply with SCC [12.20.070](#). Building addresses placed on building permits and Certificates of Occupancy shall not be changed unless approved by the City Engineer pursuant to Chapter [12.20](#) SCC.

P. Section 901.2, Fire protection systems, is hereby amended by deleting the first paragraph and replacing said paragraph with the following:

Fire protection systems shall be designed, installed, repaired, operated, tested and maintained in accordance with this code and the Sedona Fire District’s adopted regulations, codes and amendments. The Sedona Fire District shall be the enforcing agency of this chapter. Where there is a conflict between this code and those of the Sedona Fire District, the more restrictive of those regulations, codes, and amendments shall apply.

Q. Section 903.2, Where required, is hereby amended by adding the following paragraph to the end of the section:

Approved automatic sprinkler systems shall also be designed and provided in accordance with the adopted and amended codes and regulations of the Sedona Fire District, and all plan review and inspections for said systems will be done by the Sedona Fire District.

R. Section 907.2.11.1, Group R-1, is hereby amended by deleting the section in its entirety and substituting the following:

Section 907.2.10.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level, and that the smoke alarm is installed on the ceiling in close proximity of the stairs.

4. In sleeping units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by twenty-four inches (24") or more, smoke detectors shall be installed in the hallway and in the adjoining room.

S. Section 907.2.11.2, Groups R-2, R-3, R-4 and I-1, is hereby amended by adding the following to the end of the section:

4. In sleeping units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by twenty-four inches (24") or more, smoke detectors shall be installed in the hallway and in the adjoining room.

T. Section 1008.1, Means of egress illumination, is hereby amended by adding the following sentence to the end of the first sentence:

In addition, emergency illumination shall be required where deemed necessary by the Building Official.

U. Section 1015.2, Where required, is hereby amended by deleting "30 inches (762 mm)" from the first sentence and replacing it with "20 inches (508 mm)."

V. Section 1612.3, Establishment of flood hazard areas, is modified by deleting the section in its entirety and replacing it with the following:

1612.3 Establishment of flood hazard areas. Flood hazard areas and regulations shall be established by the appropriate, governing County or City agency having flood management jurisdiction. Where the requirements of this section conflict with the flood hazard regulations adopted by the appropriate, governing County or City agency having flood management jurisdiction, the regulations of the governing County or City agency shall apply.

W. Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is hereby amended by adding the following to the end of the sentence:

... provided that the minimum vertical reinforcement for any concrete or masonry foundation wall shall be a #4 spaced not more than 48 inches on center. Un-reinforced concrete (PC) is not permitted.

X. Section 2901.1, Scope, is hereby amended by deleting the third sentence in its entirety and replacing it with the following:

Private sewage disposal systems shall conform to the requirements of the applicable State or County governing authority.

Y. Section 3109.1, General, is hereby amended by adding the following to the end of the sentence:

...and all applicable state and county regulations including Arizona Statute A.R.S. [36-1681](#), whichever is more restrictive.

[Code 2006 § 7-1-2. Ord. 2007-16, 10-23-2007; amended during 2012 codification; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.030 Adoption of the International Residential Code.

The following document, three copies of which are on file and are available for public inspection in the office of the director of community development, is hereby adopted as the building code of the city of Sedona, Arizona, for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all one- and two-family dwellings and townhouses and associated buildings or structures in the city; and providing for issuance of permits and collection of fees therefor:

A. International Residential Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., including the following appendix chapters:

1. Appendix BB: Tiny Houses;
 - a. Section BB107 ADDITIONAL REQUIREMENTS AND ALLOWANCES
 - b. Section BB107.1 Egress door. The main egress door shall be no less than 34" in width.
 - c. Section BB107.2 Room dimensions. The minimum room dimension of a habitable room, other than the loft or kitchen, shall be 6'-6", and the room area shall be no less than 60 sq.ft. in area.
 - d. Section BB107.3 Foundation. Tiny houses shall be built on, and permanently attached to, full, continuous frost-proof concrete or masonry foundations.
 - e. Section BB107.4 General. Tiny houses shall comply with all other requirements of the adopted and amended International Residential Code.
2. Appendix BG: Sound Transmission;
3. Appendix BH: Automatic Vehicular Gates;
4. Appendix BI: Light Straw-Clay Construction;
5. Appendix BJ: Strawbale Construction;
6. Appendix BK: COB Construction;
7. Appendix BL: Hemp-Lime (Hempcrete) Construction;
8. Appendix BM: 3D-Printed Building Construction;
9. Appendix CA: Sizing and Capacities of Gas Piping;
10. Appendix CB: Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category I Appliances and Appliances Listed For Use With Type B Vents;
11. Appendix CD: Piping Standards for Various Applications;
12. Appendix CE: Venting Methods;
13. Appendix CF: Sizing of Water Piping System;
14. Appendix NB: Solar-Ready Provisions – Detached One- And Two-Family Dwellings And Townhouses;
15. Appendix NC: Zero Net Energy Residential Building Provisions;
16. Appendix ND: Electric Energy Storage Provisions, as amended to include the following new section:
 - a. Section ND103.1.1 Approved locations. Energy Storage System (ESS) batteries shall not be installed within a dwelling except that such batteries may be installed within an attached garage. When installed within an attached garage, all walls separating the garage from the dwelling unit shall be protected with minimum 5/8" Type X gypsum board on the garage side;
17. Appendix NL: Renewable Energy Infrastructure.

B. Each and all of the regulations, provisions, conditions and terms of the International Residential Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., are hereby referred to, adopted and made a part of this code as if fully set out

herein, excepting such provisions as hereinafter deleted or amended. [Code 2006 § 7-1-3. Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.040 Amendments to the International Residential Code.

The International Residential Code, as adopted, is hereby modified as follows:

A. Section R101.1 Title, is hereby amended by adding the words “City of Sedona” in place of “Name of Jurisdiction.”

B. Section R101.2 Scope, is hereby amended by adding the following new section:

R101.2.2 Fences, yard walls and retaining walls. Fences, yard walls and retaining walls shall be designed in accordance with the minimum requirements of the City of Sedona prescriptive fence, wall and retaining wall details located within the City of Sedona Fence Building Permit Packet or the design of such structures shall be supported by structural calculations performed by an Arizona registered design professional approved to perform structural design.

C. Section R103.1 Creation of agency, is hereby amended by adding the words “Building Safety Department” in place of “Insert Name of Department.”

D. Section R104.2.3.1 Flood hazard areas, is hereby deleted in its entirety. Structures in flood hazard areas shall comply with all Federal, County and City flood maps and requirements.

E. Section R104.3.1, Determination of substantially improved or substantially damaged existing buildings in flood hazard areas, is hereby amended by deletion in its entirety and substituting the following:

Reconstruction, rehabilitation, additions, alteration, repair, relocation or other improvements to buildings or structures located in flood hazard areas as established by Table R301.2, shall comply with the regulations and requirements of the appropriate, governing County or City authority.

F. Section R105.2, Exempted work, Item Nos. 1, 2, 3, 4, 5, 7 and 10, are hereby amended to read:

1. Other than storm shelters, one-story detached buildings used as tool and storage sheds, playhouses or similar uses, provided the projected roof area does not exceed 120 square feet, the building does not exceed seven feet (7') high at the highest point of the roof or wall, and it has no electrical or plumbing installations.
2. Fences not over thirty inches (30") high and not located within flood hazard areas as determined by the City or County flood hazard administrative authority.
3. Retaining walls not over thirty inches (30") high measured from the top of footing to the top of wall and not support any structures or located within flood hazard areas as determined by the City or County flood hazard administrative authority.
4. Water tanks supported directly on grade if the capacity is not greater than 800 gallons (3,028.3 L) and the ratio of height to diameter or width is not greater than 2:1.
5. Sidewalks, driveways, patios, and other exterior similar exterior flatwork not containing electrical or plumbing, but not including sport courts that are required to be built through the issuance of a Conditional Use Permit (CUP).
7. Prefabricated swimming pools accessory to Group R-3 occupancies which are less than 18 inches in depth, less than 8 feet in any dimension and less than 650 gallons constructed entirely above grade.
10. Decks not exceeding 100 square feet in area, that are less than 20 inches above grade at any point, are not attached to a dwelling, do not have stairs or steps and do not serve the exit door required by Section R311.2.

G. Section R105.5, Expiration, is hereby amended by adding the following to the end of the first sentence:

Lack of a scheduled and performed qualified inspection within 180 days constitutes a suspension or abandonment of work, and therefore an expiration of the permit.

H. Section R105.7, Placement of permit, is hereby amended by deleting the section in its entirety and substituting the following:

Section 105.7 Placement of permit. The building permit shall be kept on site in a conspicuous place, visible from the public way, and shall be kept on the site of the work until the completion of the project and the issuance of final inspection approval by the City.

I. Section R106.1.1, Information on construction documents, is hereby amended by adding the following to the end of the section:

All text, numbers, symbols, lines, shading, etc. shall be clear, well defined, sized and properly weighted so as to be clearly legible, and plan sheets shall be no larger than 30" x 42" in size.

J. Section R106.3, Examination of documents, is hereby amended by adding the following to the end of the section:

The application and construction drawings may be reviewed and approved by other departments of this City and other agencies with jurisdiction in the areas of public health and safety prior to permit issuance, including, but not limited to, the Arizona Department of Environmental Quality, the County Health Department and the County Flood Control District to verify compliance with any applicable laws under their jurisdiction.

The Building Official shall require that contractors be licensed as required by Arizona state law before issuing permits to them. The Building Official shall also require contractors and builders to either be licensed or otherwise retain the services of someone who is properly licensed or certified, as may be necessary to assure the proper installation of building components, equipment or appliances consistent with the technical codes or the approved installation specifications and standards.

Owners of Property may construct, add to, alter or remodel structures on their property subject to the provisions of Arizona Revised Statutes, Section [32-1121](#). Violation of the provisions of ARS § [32-1121](#) shall be cause for the Building Official to commence enforcement proceedings. The Building Official may also report such violations to the Arizona Registrar of Contractors.

K. Section R108.2, Schedule of permit fees, is hereby amended by adding the following to the end of the section:

Fees, valuations, and refunds that are within the scope of this Section shall be assessed in accordance with the provisions of this section and as set forth in SCC [15.05.060](#).

L. Section R109.1.3, Floodplain inspections, is hereby amended by adding the following to the end of the paragraph:

Inspections for the reconstruction, rehabilitation, additions, alteration, repair, relocation or other improvements to buildings or structures located in flood hazard areas as established by Table R301.2,

shall comply with the regulations and requirements of the appropriate, governing County or City authority.

M. Section R110.3, Temporary occupancy, is amended by adding the following to the end of the section:

The issuance of Temporary Certificates of Occupancy is not customary, is reviewed by the Director of Community Development after the submittal of a written request identifying the hardship(s) not caused directly or indirectly by the applicant, property owner, design professionals or contractors, and is based solely on incomplete or non-compliant exterior work. Upon approval of the Director of Community Development to allow issuance of a Temporary Certificate of Occupancy, the owner shall submit to the Building Official for review and approval a letter requesting temporary occupancy for a period of time to be approved by the Building Official and include with the request:

1. An itemization of all work authorized and required by the building and grading permits that must be completed to permanently occupy the building. (Note that said work shall be exterior to the building or structure. Temporary Certificates of Occupancy will not be issued for any work not completed and approved by the City that is interior to the building or structure.)
2. An irrevocable bond or other financial deposit acceptable to the Building Official and payable to the City of Sedona in the event construction is not completed before expiration of the Temporary Certificate of Occupancy. The amount of the bond or deposit shall equal 100 percent of the construction cost to complete the work required by the permits.

For the purpose of this section, construction cost shall include all labor, materials, equipment, sales tax, permit fees and contractors' profit and overhead plus a twenty percent (25%) contingency amount for unforeseen construction expenses and City administration in the event the City undertakes completion of the project. The Building Official may require written proposals or estimates from contractors to substantiate the amount of the bond or deposit.

3. The payment of a non-refundable fee for the Temporary Certificate of Occupancy shall be \$300.00 for single-family dwellings and \$500.00 for commercial projects.
4. A written agreement that the bond or deposit is forfeited by the owner to the City in the event all required work is not completed before expiration of the Temporary Certificate of Occupancy and authorization for the City to undertake and complete construction with the forfeited funds.

If the City undertakes completion of the project with the forfeited funds, any unexpended amount shall be returned to the owner or bonding agent as applicable. If costs to complete the project exceed the amount of the bond or deposit, the City may file a lien against the subject property and take

appropriate action as necessary to recover all the additional expenses incurred completing the construction.

The Building Official may extend the time period of an original Temporary Certificate of Occupancy or issue one or more additional temporary certificates if conditions beyond the control of the owner prevent project completion by the expiration of the original Temporary Certificate. Extensions and additional temporary certificates shall be requested by the owner before the expiration of the original certificate and approved by the Building Official in the same manner as the original certificate. The owner shall provide a bond or deposit and pay a new fee for each extension or additional certificate.

EXCEPTION: Public schools are not required to provide a bond or deposit for completion of work or pay temporary certificate fees.

N. Section R112.3, Qualifications, is hereby deleted and replaced with the following:

R112.3 Board Composition and Authority. All reviews required of a Board of Appeals shall be brought before the City's hearing officer to hear such appeals. The hearing officer(s) shall have final review authority and no further appeal shall be required by the City of Sedona.

O. Section R114.2, Issuance, is hereby amended by adding the following to the end of the section:

Posting of the Stop Work order on the structure or property in question is deemed proper notification to the owner or owner's authorized agent.

P. Section R114.4, Failure to comply, is hereby deleted in its entirety and replaced by the following:

Section R114.4 Failure to comply. Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to penalties as prescribed by law and City Code.

Q. Section R202 - Definition, Substantial Improvement, is hereby amended by adding the words "construction cost" in place of "market value."

R. The design criteria required of Table R301.2 are established as follows:

Ground Snow load	Speed (mph)	Seismic Design Category	Subject to Damage From				Winter Design Temperature	Flood Hazards
			Weathering	Frost Line Depth	Termite	Decay		
20 psf	105 mph Vult	C	Moderate	12"	Moderate to Heavy	None to Slight	16° F	***

*** Flood hazard areas shall be designated and regulated by the adopted regulations of the appropriate, governing county or city agency having flood management jurisdiction.

S. Section R302.2.2, Common walls, is hereby amended by adding the following to the end of the first sentence:

The common wall separating townhouses or its membranes shall not be penetrated by any wood framing including joists, trusses, bracing or purlins.

T. Section R302.3.2, Fire-resistance rating, is hereby amended by deleting "1-hour" in the first sentence and replacing it with "2-hour."

U. Section R302.3.2, Fire-resistance rating, is hereby amended by deleting "one-half hour" in the first sentence and replacing it with "1-hour."

V. Section R302.3.3.2, Vertical assemblies, is hereby amended by deleting Exception 4 in its entirety.

W. Table 302.6 – Dwelling Unit Garage Separation, is hereby amended by adding the following new row to the table.

Separation	Material
For garages with storage batteries (ESS), from dwelling units and attics	Not less than 5/8" Type X gypsum Board or equivalent.

X. R302.13 Fire protection of floors, is hereby amended by adding the following to the end of Exception 2:

A crawl space not intended for storage is one that has a clear ceiling height from grade or floor to the underside of the framing above of less than 30" across all areas of the space.

Y. R306.1 General, is hereby amended by adding the following to the end of the first paragraph:

Where the requirements of this section conflict with the flood hazard regulations adopted by the appropriate, governing County or City agency having flood management jurisdiction, the regulations of the governing County or City agency shall apply.

Z. R309 Automatic Sprinkler Systems, is hereby removed in its entirety. Automatic Fire Sprinkler Systems are regulated by the governing Fire District.

AA. R319.1 Emergency escape and rescue opening required, is hereby amended by removing Exception 3 in its entirety.

BB. R321.1.1 Where required, is hereby amended by replacing "30 inches (762 mm)" in the first sentence with "20 inches (508 mm)."

CC. R328.1 General, is hereby amended by adding the following to the end of the first sentence:

... and all applicable state and county regulations including Arizona Statute A.R.S. [36-1681](#), whichever is more restrictive.

DD. R330.4 Locations, is hereby amended by removing Item 4 in its entirety.

EE. Section R403.1.1 Minimum size, is hereby amended by adding the following to the end of the fifth sentence:

... but shall not be less than 18" x 18" in width and 12" in height.

FF. Section R403.1.1 Minimum size, is hereby amended by adding the following subsection:

R403.1.1.1 Minimum footing reinforcement. Continuous spread concrete footings shall be reinforced with at least two #4 horizontal reinforcement bar located 3 inches from the bottom of the footing. Monolithic interior and exterior concrete footings shall be reinforced with at least two #4 horizontal bars located 3 inches from the bottom of the footing and one #4 located 3 inches from the top of the slab. Pier and column footings shall be reinforced with #4 horizontal reinforcement spaced no more than 12 inches in each direction and located 3 inches from the bottom of the footing.

GG. Table R404.1.2.1(1) Plain Masonry Foundation Walls, is hereby amended by deleting the table in its entirety.

HH. Section R404.1.2.1 Masonry foundation walls, is hereby amended by deletion in its entirety and substituting the following:

Masonry foundation walls. Concrete masonry foundation walls shall be constructed as set forth in Tables R404.1.1(2), (3) and (4) for the most restrictive soil class (unless a soils report is provided that shows that the site consists of a different soils class.) and shall also comply with the provisions of this section. Rubble stone masonry walls are not permitted.

II. Section R404.1.3.2 Reinforcement for foundation walls, is hereby amended by adding the following to the end of the paragraph:

Concrete foundation walls, including insulating concrete form (ICF) foundation walls, shall be constructed as set forth in Tables R404.1.2(2) through R404.1.2(8) for the most restrictive design soil class (unless a soils report is provided that shows that the site consists of a different soils class) provided that PC in the table represents a minimum vertical reinforcement of #4 at forty-eight inches (48") oc. PC or Plain Unreinforced Concrete is not permitted. Concrete foundation walls shall also comply with the provisions of this section and the applicable provisions of sections R402.2 and R612.

JJ. Section R404.1.8 Rubble stone masonry, is hereby deleted in its entirety.

KK. Section R404.2 Wood foundation walls, is hereby deleted in its entirety.

LL. Chapter 11 Energy Efficiency, is hereby deleted in its entirety and substituting Chapter 11 Energy Efficiency of the 2018 International Residential Code with the following amendment to Table 1101.7:

Table N1101.7, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona.

MM. Section M1602.2 Return air openings, is hereby amended by adding the following to the end of the section:

11. Return air for locations other than No. 6 above shall be provided through the use of approved ducts, plenums, transfer ducts and transfer grills. Return air shall not be provided through the use of under-door cuts or openings.

NN. Section G2415.12, Minimum burial depth, is hereby amended by adding the following to the end of the paragraph:

However, in cases other than that specified in Section 2415.12.1, underground plastic piping systems shall be installed a minimum depth of 18 inches below grade to the top of the pipe.

OO. Section G2415.12.1, Individual outdoor appliances, is hereby amended by adding the following to the end of the paragraph:

However, in such cases, underground plastic piping systems shall be installed a minimum depth of 12 inches to the top of the pipe or in accordance with the manufacturer's installation guidelines, whichever is deeper.

PP. Section G2417.4.1 (Section 406.4.1), Test pressure, is hereby amended by deleting "3 psig (20kPa gauge)" and replacing with "10 psig."

QQ. Section P2603.5.1, Sewer Depth, is hereby amended by replacing "Number" in the first sentence with "18" and replacing "Number" in the second sentence with "18".

RR. Section P2801- GENERAL, is hereby amended by adding the following new section:

P2801.9 Recirculating system required. All new R-3 occupancies shall have a hot water recirculating system installed.

SS. Section E3406.2, Conductor material, is hereby amended by deleting the section in its entirety and substituting the following:

E3406.2 Conductor material. Conductors in this article shall be of copper, aluminum or copper-clad aluminum unless otherwise specified. Aluminum and copper-clad aluminum conductors shall be no less than 4 AWG in size, shall only be used for service entrance conductors or feeders, and shall be AA-8000 series electrical grade aluminum alloy conductor material. All references to the contrary are hereby deleted from this code.

TT. Section E3901.4.2, Island and peninsular countertops and work surfaces, is hereby amended by deleting the section in its entirety and substituting the following:

Section E3901.4.2, Island and peninsular countertops and work surfaces. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with Section E3901.4.3. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a minimum ½" raceway shall be provided from the electrical panel serving the required appliance circuits to an approved, covered junction box within or at the island, peninsular countertop or work station. The cover of said junction box shall be labeled, "For future receptacle installation".

UU. Section E3901.4.3, Receptacle outlet location, is hereby amended by adding the following to the end of the section:

Exception: Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop or work surface at islands and peninsular countertops and work surfaces where the surface is flat across its entire surface and there is no means to mount a receptacle within 20" of the countertop, such as in an overhead cabinet. Receptacles mounted below the countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6" beyond its support base.

VV. Section E3901, Receptacle Outlets, is hereby amended by adding the following new section:

Section E3901.13 EV-Ready outlet. An approved conduit of no less than ¾" in diameter shall be installed from the service panel to an approved and covered junction box located in the garage or carport area and sized to allow the installation of a 240-volt receptacle. All junction boxes installed as part of the EV-ready conduit system shall be labeled as "EV Use".

WW. Appendix NB, Section NB103.6, Capped roof penetration sleeve, is hereby amended by deleting the section in its entirety and substituting the following:

Section NB103.6 Preinstalled PV-ready conduit. An approved conduit of no less than ¾" in diameter shall be installed from the service panel to an approved and covered junction box located in an area adjacent to or in an accessible attic directly beneath the required solar-ready zone. All junction boxes installed as part of the PV-ready conduit system shall be labeled as "PV Use".

[Code 2006 § 7-1-4. Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.050 Conformance to the land development code.

Whenever a building permit is issued and a building inspection performed, such building shall conform to the provisions of the city land development code in addition to the provisions of SCC [2.60.020](#), Chapters [5.30](#), [8.30](#), [12.05](#), [12.15](#), [12.20](#), [12.25](#) and [14.10](#) SCC and this title. [Code 2006 § 7-1-5. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.060 Building permit fees and valuation.

A. *Plan Review Payment.* At the time of submitting plans, specifications or other data for plan review, the full amount of the plan review fee shall be collected by the director of community development for each permit application as set forth in the City of Sedona Consolidated Fee Schedule, Valuation/Permit Fee Schedule.

B. *Building Valuations.* Building construction and unit construction valuations, for the purpose of calculating building permit fees, shall be determined by the director of community development in accordance with the City of Sedona Consolidated Fee Schedule, Valuation and Fee Schedule and/or Unit Construction Valuations, or may be based upon the applicant's submitted construction valuation if items listed in the City of Sedona Consolidated Fee Schedule are not applicable to the proposed work.

C. *Building Permit Fees.* Building permit fees based upon construction valuations shall be calculated in accordance with the City of Sedona Consolidated Fee Schedule, Valuation/Permit Fee Schedule or the valuation indicated on the permit application, whichever is higher. Building permit fees for individual items of construction shall be calculated in accordance with the City of Sedona Consolidated Fee Schedule, Unit Permit Fees, when the fees are not based upon the construction valuation.

D. *Plan Review Fees.* The plan review fee shall be 65 percent of the building permit fee stipulated in this section when the building permit fee is based upon the construction valuation. The plan review fee is a separate fee from the building permit fees specified in this section and is in addition to the building permit fees. Where plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate specified in this section.

E. Fee Refunds.

1. The building official may authorize the refunding of any fee collected pursuant to this section that was erroneously paid or collected.
2. The building official may authorize refunding of not more than 80 percent of the building permit fee paid when no work has been done under the permit issued in accordance with this code; not more than 70 percent of the building permit fee after foundation construction has commenced; and not more than 50 percent of the building permit fee after framing or above-grade wall construction has commenced. No building permit fee shall be refunded after the framing or above-grade wall construction has been inspected and approved.
3. The building official may authorize refunding of not more than 80 percent of the plan review fee when a permit application for which a plan review fee was paid is canceled or withdrawn before any plan review is commenced; no plan review fee shall be refunded after an initial plan review has been completed or the permit application has been approved for issuance. [Code 2006 § 7-1-6. Ord. 98-05, 3-24-1998; Ord. 2007-04, 4-24-2007; Ord. 2009-05, 5-12-2009; Ord. 2009-06, 5-12-2009; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.070 Wood burning fireplaces.

A. *Definitions.* For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Alternative fuel” means natural gas, propane, electric or other nonsolid fuel.

“Solid fuel” means wood, or any compressed wood or fiber product, including coal, other solid hydrocarbons or compounds, oil and combustible pellets, or solids of any composition.

“Wood burning fireplace” means an open fireplace within buildings or structures that will burn wood or other solid fuel.

B. *Abatement.*

1. After the effective date of the ordinance codified in this section, no person within the city of Sedona, Arizona, shall place, install or fabricate in place a wood burning fireplace.

2. In order to receive a final occupancy permit for any structure, any new fireplace must be equipped with an operable alternative fuel device.

3. Wood burning fireplaces in existence prior to the effective date of the ordinance codified in this section will be exempt from the provisions of this section.

C. *Violations and Penalties.* The owner of any property subject to this section, wherein such fireplace was reconverted to wood burning in contravention of this section, will be subject to a \$500.00 fine and be required to convert to alternative fuel or seal the fireplace within 90 days from notice of violation. Failure to comply within 90 days will result in an additional \$500.00 fine each day the violation continues to exist.

D. *Effective Date.* This section is effective on August 11, 2003. [Code 2006 § 7-1-7. Ord. 2003-08, 5-13-2003; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.080 Permitting of wood stoves and similar devices.

A. *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. In the event that a definition set forth herein is unclear or raises a conflict, the applicable definitions set forth by the United States Environmental Protection Agency shall prevail in construing this section.

“Certified device” means a wood stove or fireplace insert which has been certified in accordance with minimum Step 2/Phase II standards adopted by the United States Environmental Protection Agency. If it cannot be verified by the director of community development that a wood stove or fireplace insert has been certified, then it is deemed uncertified.

“Cook stove” means a wood stove installed in the kitchen which is primarily designed for cooking and has a stove top and an oven, or a stove which is equipped with gas burners for cooking. Cook stoves are exempt from compliance with subsections (B) and (C) of this section.

“Fireplace” means a hearth, fire chamber and chimney, and includes:

1. "Factory-built fireplace" means a fireplace composed of listed factory-built components assembled in accordance with the terms of listing to form the completed fireplace.
2. "Masonry fireplace" means a hearth and fire chamber of solid masonry units such as bricks, stones, masonry units or reinforced concrete, provided with a suitable chimney.

"Fireplace insert" means a factory-built, field-installed product consisting of a firebox assembly designed to be installed within or partially within the fire chamber of a fireplace, which uses the fireplace flue to vent the products of combustion.

"Pellet stove" means a solid fuel burning appliance designed to heat the interior of a building. It is a forced draft heater with an automatic feed which supplies appropriately sized feed material of compressed wood pellets or other biomass material to the firebox.

"Solid fuel burning appliance" means a chimney-connected device that burns solid fuel and which is designed for purposes of heating, cooking or both.

"Stove kit" means a kit that may include a door, legs, flue pipe and collars, brackets, bolts and other hardware and instructions for assembling a wood heater with ordinary tools.

"Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite matter.

"Wood heater" means an enclosed wood burning appliance capable of and intended for space heating, domestic water heating or indoor cooking which has an air-to-fuel ratio of less than 35:1 in the low burn cycle. It also shall have a usable firebox volume less than 20 cubic feet, weight less than 800 kilograms, and a minimum burn rate less than five kilograms per hour. Appliances that are described as factory-built fireplaces and are designed to accommodate doors or other accessories which would create the air-starved operating conditions of a wood heater are deemed to be wood heaters if they meet the criteria in the above definition with those accessories in place.

"Wood stove" means, for purposes of compliance with subsections [\(B\)](#) and [\(C\)](#) of this section, a solid fuel burning appliance which may be a wood heater or pellet stove, or an appliance with doors or other items which cause a fireplace to function as a wood heater.

Wood stoves do not include exempt fireplaces, barbecue devices, gas-fired fireplaces or cook stoves.

B. *General Standard.* Commencing June 30, 1992, it is unlawful for any person to advertise, sell, offer to sell, install or replace any wood stove or fireplace insert in any structure within the city which is not a certified device. Wood heaters built from stove kits are subject to this standard. Fireplaces that have not been modified to create an air-starved operating condition are exempt from this standard.

C. *Installation.*

1. Commencing June 30, 1992, no person shall install or replace a wood stove or fireplace insert with a certified device within the city without first obtaining a permit from the director of community development for such installation in accordance with the applicable provisions of the International Building Code and International Mechanical Code adopted by the city.

2. Commencing June 30, 1992, installation or replacement of a wood stove or fireplace insert within the city shall comply with all written manufacturer's specifications. A wood stove or fireplace insert shall not be operated until after its inspection and approval, upon completion, by the director of community development or his designee.

3. Wood heaters built from stove kits are subject to the requirements of this subsection. Fireplaces that have not been modified to create an air-starved operating condition are exempt from the requirements of this subsection. [Code 2006 § 7-1-8. Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.090 Manufactured homes, factory-built buildings and mobile homes.

Definitions. For the purpose of the City Code, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

"Factory-built building" means a residential or nonresidential building (including a dwelling unit or habitable room) which is wholly or in substantial part manufactured at an off-site location to

be assembled on site, except that it does not include a manufactured home, recreational vehicle or mobile home as defined in this section.

“Manufactured home” means a structure built in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Community Development Act of 1974, as implemented by the Arizona Office of Manufactured Housing pursuant to A.R.S. Title [41](#), Chapter [16](#).

“Mobile home” means a structure built prior to June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a dwelling when connected to on-site utilities, except it does not include recreational vehicles or factory-built buildings.

“Recreational vehicle” means a vehicle-type unit which is:

1. A portable camping trailer mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold for camping;
2. A portable truck camper constructed to provide temporary living quarters for recreational, travel or camping use, and consisting of roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck;
3. A travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, and which has an area less than 320 square feet when measured to the exterior of the unit. This definition includes fifth wheel trailers;
4. A motor home designed to provide temporary living quarters for recreational, camping or travel use and built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle;
5. A park trailer built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances, and has a gross trailer area of not less than 320 square feet and not more than 400 square feet when it is set up, except it does not include fifth wheel trailers. Area measurements shall be taken on the exterior of the unit. [Code 2006 § 7-1-9. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.05.100 Jurisdiction of other agencies.

Permits issued under the requirements of this chapter shall not relieve the owner of responsibility for securing required permits for work which is regulated by any other department or division of the city or other governing agency, or any other city code provision or ordinance. A grading permit shall not be issued until all required permits are obtained from the Arizona Department of Environmental Quality, the county health department, the county flood control district and other agencies with regulatory jurisdiction. [Code 2006 § 7-1-10. Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

Chapter 15.10

INTERNATIONAL PLUMBING CODE

Sections:

15.10.010 Adoption of International Plumbing Code.

15.10.020 Amendments to International Plumbing Code.

15.10.010 Adoption of International Plumbing Code.

That certain document, three copies of which are on file and available for public inspection in the office of the director of community development, entitled International Plumbing Code, 2024 Edition, as amended and codified, published by the International Code Council and including appendix chapters:

Appendix B – Rates of Rainfall for Various Cities;

Appendix C – Structural Safety;

Appendix D – Degree Day and Design Temperatures;

Appendix E – Sizing of Water Piping System;

is hereby adopted as the International Plumbing Code of the city, excepting such portions as are hereinafter deleted or amended. [Code 2006 § 7-2-1. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2008-05, 6-10-2008; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.10.020 Amendments to International Plumbing Code.

The International Plumbing Code, 2024 Edition, is hereby modified as follows:

A. Section 101.1, Title, is hereby amended by replacing “Name of Jurisdiction” with “City of Sedona.”

B. Section 103.1, Creation of agency, is hereby amended by replacing “Insert Name of Department” with “Building Safety.”

C. Section 105.5.3, Expiration, is hereby amended by adding the following to the end of the first sentence:

Lack of a scheduled and performed inspection within 180 days constitutes a suspension or abandonment of work, and therefore an expiration of the permit.

D. Section 105.5.4, Extensions, is amended by deleting the last sentence in its entirety.

E. Sections 108.2, Schedule of permit fees, and 108.6, Refunds, are amended by deleting both sections in their entirety and inserting the following:

Fees and refunds shall be assessed in accordance with SCC [15.05.060](#).

F. Section 112, Means of Appeal, is hereby amended by deleting the section in its entirety and inserting the following:

Section 112 Means of Appeal. Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2024 International Building Code as amended by the City of Sedona.

G. Section 113, Board of Appeals, is hereby amended by deleting the section in its entirety and inserting the following:

Section 113 Board of Appeals. The Board of Appeals shall be as established in the 2024 International Building Code as amended by the City of Sedona.

H. Section 114.4, Violation penalties, is hereby amended by deleting the section in its entirety and inserting the following:

Section 114.4 Violation penalties. Any person, firm or corporation who shall violate this code shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

I. Section 115.4, Failure to comply, is hereby amended by deleting the section in its entirety and inserting the following:

Section 115.5 Failure to comply. Any person, firm or corporation who removes a stop work order without authorization from the Building Official, or who shall continue any work in or about the structure after having been served a stop work order, or where a stop work order has been posted, except such work as that person, firm or corporation is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

J. Section 305.4.1, Sewer Depth, is hereby amended by replacing "Number" in the first sentence with "18" and replacing "Number" in the second sentence with "18".

K. Section 312.2, Drainage and vent water test, is hereby amended by adding the following to the end of the paragraph:

All pre-slab or underslab plumbing shall be tested with a five pound air test exclusively.

L. Section 403.1.2, Fixtures in single-user toilet facility and bathing rooms, is hereby amended by deleting the word "shall" in the last sentence and replacing it with the word "may."

M. Section 504.6, Requirements for discharge piping, is hereby amended by adding the following to the end of Item No. 5:

Where discharging outdoors, discharge piping shall be no less than six inches and no greater than 24 inches from grade.

N. Section 714.1, Sewage backflow, is hereby amended by deleting the first sentence in its entirety and replacing with the following:

Where plumbing fixtures are installed on a floor with a finished floor elevation of four inches or less above the elevation of the next upstream manhole in the public sewer, such fixtures shall be protected with a backwater valve installed in the building drain, or horizontal branch serving such fixtures.

O. Section 714.3, Location, is hereby amended by adding the following to the end of the sentence:

Such valves shall be located exterior to the building and a minimum of 10 feet from drainage ways and inlets.

P. Section 903.1.1, Roof extension unprotected, is hereby amended by replacing “[number]” with “six” in the first sentence.

Q. Section 1003.1, Where required, is hereby amended by deleting the section in its entirety and replacing with the following:

Section 1003.1 Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system, the sewage treatment plant or process, storm drainage systems and drainage ways.

R. Section 1003.2, Approval, is hereby amended by adding the following to the end of the paragraph:

In addition to the requirements herein, grease interceptors, grease traps, oil separators, and sand interceptors shall comply with SCC Title [13](#).

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S. Section 1003.3.5.2, Rate of flow controls, is hereby amended to add the following to the end of the section:

Required grease trap capacity shall be the number of fixture units x 1.5 min. retention time = gallon capacity of grease trap.

T. Section 1003.3.5.2, Rate of flow controls, is hereby amended to add to the end of the paragraph:

A four-inch inspection tee fitting shall be installed in the waste line on the outlet side of the interceptor.

U. Section 1302.6.1, Gray water used for fixture flushing, is hereby amended by adding the following to the end of the sentence:

Gray Water Systems, shall also comply with the requirements contained in regulations approved by the Arizona Department of Environmental Quality.

[Code 2006 § 7-2-2. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2008-05, 6-10-2008; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

Chapter 15.15 ELECTRICAL CODE

Sections:

15.15.010 **Adoption of the National Electrical Code.**

15.15.020 **Amendments to the National Electrical Code.**

15.15.010 Adoption of the National Electrical Code.

That certain code entitled National Electrical Code, 2023 Edition, as amended and codified, published by the National Fire Protection Association, three copies of which are available for

public inspection in the office of the director of community development, is adopted as the electrical code of the city, and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Code 2006 § 7-3-1. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.15.020 Amendments to the National Electrical Code.

The National Electrical Code, 2023 Edition, is modified as follows:

A. Section 110.5, Conductors, is hereby amended by adding the following after the last sentence:

Aluminum and copper-clad aluminum conductors shall only be used for service entrance conductors or feeders and shall be AA-8000 series electrical grade aluminum alloy conductor material.

B. Section 210.52(C)(2), , Island and Peninsular Countertops and Work Surfaces, is hereby amended by deleting the section in its entirety and substituting the following:

210.52(C)(2) Island and Peninsular Countertops and Work Surfaces. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with Section 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a minimum ½" raceway shall be provided from the electrical panel serving the required appliance circuits to an approved, covered junction box within or at the island, peninsular countertop or work station. The cover of said junction box shall be labeled, "For future receptacle installation".

C. Section 210.52(C)(3), Receptacle Outlet Location, is hereby amended by adding the following to the end of the section:

Exception: Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop or work surface at islands and peninsular countertops and work surfaces where the surface is flat across its entire surface and there is no means to mount a receptacle within 20" of the countertop, such as in an overhead cabinet. Receptacles mounted below the countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 6" beyond its support base.

D. Section 310.3(B), Conductor Material, is hereby amended by deleting the section in its entirety and substituting the following in its place:

310.3(B) Conductor Material. Conductors in this article shall be of copper, aluminum or copper-clad aluminum unless otherwise specified. Aluminum and copper-clad aluminum conductors shall be no less than 4 AWG in size, shall only be used for service entrance conductors or feeders, and shall be AA-8000 series electrical grade aluminum alloy conductor material.

[Code 2006 § 7-3-2. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019; Ord. 2022-07 § 1, 9-27-2022].

Chapter 15.20

MECHANICAL CODE

Sections:

- 15.20.010** **Adoption of the International Mechanical Code.**
- 15.20.020** **Amendments to the International Mechanical Code.**

15.20.010 Adoption of the International Mechanical Code.

That certain code entitled International Mechanical Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the mechanical code of the city and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Code 2006 § 7-4-1. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.20.020 Amendments to the International Mechanical Code.

The International Mechanical Code, 2024 Edition, is modified as follows:

- A. Section 101.1, Title, is hereby amended by replacing “Name of Jurisdiction” with “City of Sedona.”

B. Section R103.1 Creation of agency, is hereby amended by adding the words "Building Safety Department" in place of "Insert Name of Department."

C. Section 105.4.3, Expiration, is hereby amended by adding the following to the end of the first sentence:

Lack of a scheduled and performed qualified inspection within 180 days constitutes a suspension or abandonment of work, and therefore an expiration of the permit.

D. Section 105.4.4, Extensions, is hereby amended by deleting the last sentence in its entirety.

E. Sections 108.2, Schedule of permit fees, is hereby amended by adding the following to the end of the section:

Fees shall be assessed in accordance with SCC [15.05.060](#).

F. Section 108.6, Refunds, is hereby amended by adding the following to the end of the section:

Refunds that are within the scope of this Section shall be assessed in accordance with the provisions of this section and as set forth in SCC [15.05.060](#).

G. Section 111.2, Required inspection and testing, is hereby amended by adding the following new Item 4:

4. Unless otherwise permitted by the Building Official due to the minor nature of the installation or other factors, test and balance report(s), performed by a third party, certified test and balance contractor, shall be submitted to the City prior to final inspection. Said test and balance report(s) shall verify compliance of any newly installed or altered ventilation and/or hydronic system(s) and equipment with the approved permit plans, the mechanical code and any applicable standards.

H. Section 112, Means of Appeal, is hereby amended by deletion in its entirety and substituting the following:

Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2024 International Building Code as amended by the City of Sedona.

I. Section 114.4, Violation penalties, is hereby amended by deleting the section in its entirety and inserting the following:

Section 114.4 Violation penalties. Any person, firm or corporation who shall violate this code shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

J. Section 115.2, Issuance, is hereby amended by adding the following to the end of the section:

The posting of a stop work order on the property for which a stop work order is written constitutes proper issuance and is deemed to meet the required level of service to the property owner and related entities.

K. Section 115.4, Failure to comply, is hereby amended by deleting the section in its entirety and substituting the following:

Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

L. Section 403.1, Ventilation system, is hereby amended by adding the following to the end of the section:

Return air for enclosed rooms and areas shall be provided through the use of approved ducts, plenums, transfer ducts and transfer grills. Return air shall not be provided through the use of under-door cuts or openings.

M. Section 506.3.11, Grease duct enclosures, is hereby amended by deleting the Exception in its entirety.

[Code 2006 § 7-4-2. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

Chapter 15.25

DANGEROUS BUILDINGS CODE

Sections:

15.25.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings.

15.25.020 Amendments to the Uniform Code for the Abatement of Dangerous Buildings.

15.25.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings.

That certain code entitled Uniform Code for the Abatement of Dangerous Buildings, 1994 Edition, as amended and codified, published by the International Conference of Building Officials, three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the dangerous buildings code of the city, and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Code 2006 § 7-5-1. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007].

15.25.020 Amendments to the Uniform Code for the Abatement of Dangerous Buildings.

The Uniform Code for the Abatement of Dangerous Buildings, 1994 Edition, is modified as follows.

A. Section 601 is hereby amended by adding 601.7 to read:

601.7 Appeals. The City of Sedona Board of Adjustment is hereby designated and authorized to act as the Board of Appeals to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. All decisions of this Board relative to this Code shall be final.

B. Sections 801.1 and 802.1, and Chapter 9, Section 901 are hereby amended by deleting “Director of Public Works” wherever that term appears and substituting “Director of Community Development” in its place. [Code 2006 § 7-5-2. Ord. 98-05, 3-24-1998; Ord. 2007-16, 10-23-2007; Ord. 2014-02 § 1, 1-28-2014].

Chapter 15.30

INTERNATIONAL FUEL GAS CODE

Sections:

- 15.30.010** **Adoption of the International Fuel Gas Code.**
- 15.30.020** **Amendments to the International Fuel Gas Code.**

15.30.010 Adoption of the International Fuel Gas Code.

That certain code entitled International Fuel Gas Code, 2024 Edition, published by the International Code Council, Inc., three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the fuel gas code of the city and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Code 2006 § 7-6-1. Ord. 2007-16, 10-23-2007; Ord. 2010-04 § 1, 1-12-2010; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.30.020 Amendments to the International Fuel Gas Code.

The 2024 International Fuel Gas Code is hereby modified as follows:

- A. Section 101.1, Title, is hereby amended by replacing “Name of Jurisdiction” with “City of Sedona.”
- B. Section R103.1 Creation of agency, is hereby amended by adding the words “Building Safety Department” in place of “Insert Name of Department.”

C. Section 105.5.3, Expiration, is hereby amended by adding the following to the end of the first sentence:

Lack of a scheduled and performed qualified inspection within 180 days constitutes a suspension or abandonment of work, and therefore an expiration of the permit.

D. Section 105.5.4, Extensions, is hereby amended by deleting the last sentence in its entirety.

E. Sections 108.2, Schedule of permit fees, is hereby amended by adding the following to the end of the section:

Fees shall be assessed in accordance with SCC [15.05.060](#).

F. Section 108.6, Refunds, is hereby amended by adding the following to the end of the section:

Refunds that are within the scope of this Section shall be assessed in accordance with the provisions of this section and as set forth in SCC [15.05.060](#).

G. Section 112, Means of Appeal, is amended by deletion in its entirety and substituting the following:

Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2024 International Building Code as amended by the City of Sedona.

H. Section 113.4, Violation penalties, is hereby amended by deleting the section in its entirety and inserting the following:

Section 114.4 Violation penalties. Any person, firm or corporation who shall violate this code shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

I. Section 114.2, Issuance, is hereby amended by adding the following to the end of the section:

The posting of a stop work order on the property for which a stop work order is written constitutes proper issuance and is deemed to meet the required level of service to the property owner and related entities.

J. Section 114.4, Failure to comply, is hereby amended by deleting the section in its entirety and substituting the following:

Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

K. Section 404.12, Minimum burial depth, is hereby amended by adding the following to the end of the paragraph:

However, in cases other than that specified in Section 404.12.1, underground plastic piping systems shall be installed a minimum depth of 18 inches below grade to the top of the pipe.

L. Section 404.12.1, Individual outdoor appliances, is hereby amended by adding the following to the end of the paragraph:

However, in such cases, underground plastic piping systems shall be installed a minimum depth of 12 inches to the top of the pipe or in accordance with the manufacturer's installation guidelines, whichever is deeper.

M. Section 406.4, Test pressure measurement, is hereby amended by adding the following to the end of the paragraph:

Where the test pressure requirement is 10 psig or less the test pressure measurement shall be a gauge having a reading of one tenth of a pound per square inch (0.10 psi) increments.

N. Section 406.4.1, Test pressure, is hereby amended by deleting "3 psig (20kPa gauge)" and replacing with "10 psig."

O. Section 409.3.2, Individual Buildings, is hereby amended by deleting in its entirety and substituting the following:

Section 409.3.2, Individual Buildings. Gas piping shall be equipped with separate shutoff valves located at each building and so arranged that the gas supply can be turned on or off to any individual or separate building. Such shutoff shall be placed on the riser located outside the building it supplies and shall be readily accessible at all times.

[Code 2006 § 7-6-2. Ord. 2007-16, 10-23-2007; Ord. 2010-04 § 1, 1-12-2010; Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

Chapter 15.35

ADOPTION OF TECHNICAL DOCUMENTS

Sections:

15.35.010 Adoption of Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details for Public Works Construction.

15.35.020 Adoption of Institute of Transportation Engineers (ITE) guidelines.

15.35.010 Adoption of Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details for Public Works Construction.

Those certain specifications entitled “Maricopa Association of Governments Uniform Standard Specifications and Uniform Standard Details for Public Works Construction,” sponsored and distributed by the Maricopa Association of Governments (MAG), are hereby adopted by the city and made part of this title the same as though said specifications were specifically set forth in full herein; and at least three copies of the specifications shall be available for public inspection in the office of the city engineer. [Code 2006 § 7-8-1. Ord. 98-05, 3-24-1998; Ord. 2008-05, 6-10-2008].

15.35.020 Adoption of Institute of Transportation Engineers (ITE) guidelines.

Those certain documents specified as follows are hereby adopted by the city as specifications, and made part of this title the same as though the specifications were specifically set forth in full herein; and at least three copies of the specifications shall be available in the office of the city engineer. In case of conflict between these standards, and between these standards and other city standards, the city engineer shall determine the applicable standard:

- A. Guidelines for Driveway Location and Design, ITE Publication No. RP-006B;
- B. Guidelines for Residential Subdivision Streets – A Recommended Practice, ITE Publication No. RP-011C. [Code 2006 § 7-8-2. Ord. 98-05, 3-24-1998; Ord. 2008-05, 6-10-2008].

Chapter 15.40 INTERNATIONAL EXISTING BUILDING CODE

Sections:

- 15.40.010 Adoption of the International Existing Building Code.**
- 15.40.020 Amendments to the International Existing Building Code.**

15.40.010 Adoption of the International Existing Building Code.

That certain code entitled International Existing Building Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the existing building code of the city and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.40.020 Amendments to the International Existing Building Code.

The International Existing Building Code, 2024 Edition, is modified as follows:

- A. Section 101.1, Title, is hereby amended by replacing “Name of Jurisdiction” with “City of Sedona.”
- B. Section 103.1, Creation of agency, is hereby amended by replacing “Insert Name of Department” with “City of Sedona Building Safety Department”.
- C. Section 105.2, Work exempt from permit, is hereby amended by deleting Building Items 3 and 4 in their entirety.
- D. Section 108.2, Schedule of permit fees, is hereby amended by deleting the section in its entirety and inserting the following:

108.2 Schedule of permit fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be assessed in accordance with SCC [15.05.060](#).

- E. Section 112, Means of Appeals, is hereby amended by deletion in its entirety and substituting the following:

112 – Means of Appeals. Appeals of decisions made by the code official or agent of the code official shall be to the Board of Appeals as established in the 2024 International Building Code as amended by the City of Sedona.

- F. Section 114.2, Issuance, is hereby amended by removing the first sentence in its entirety and inserting the following:

A stop work order shall be in writing and shall be given to the owner of the property, to the owner’s authorized agent, or to the person performing the work, or shall be posted on the structure or on site in a conspicuous location.

- G. Section R114.4, Failure to comply, is hereby amended by deletion in its entirety and substituting the following:

Section R114.4 Failure to comply. Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

[Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

Chapter 15.45

INTERNATIONAL ENERGY CONSERVATION CODE

Sections:

- 15.45.010** **Adoption of the International Energy Conservation Code.**
- 15.45.020** **Amendments to the International Energy Conservation Code.**

15.45.010 Adoption of the International Energy Conservation Code.

That certain code entitled International Energy Conservation Code, 2018 Edition, as amended and codified, published by the International Code Council, Inc., three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the energy conservation code of the city and made a part of this title the same as though set forth in full herein, including Appendix Chapters CA, Solar Ready Zone – Commercial, and CB, Electrical Vehicle Ready Parking Areas – Commercial, and excepting those portions hereinafter deleted or amended. [Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.45.020 Amendments to the International Energy Conservation Code.

The International Energy Conservation Code, 2018 Edition, is modified as follows:

A. Section C101.1 Title, is hereby amended by replacing "Name of Jurisdiction" with "City of Sedona."

B. Section C104.2, Schedule of permit fees, is hereby amended by deleting the section in its entirety and inserting the following:

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be assessed in accordance with SCC [15.05.060](#).

C. Section C108.2, Issuance, is hereby amended by removing the first sentence in its entirety and inserting the following:

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person performing the work, or shall be posted on the structure or on site in a conspicuous location.

D. Section C108.4, Failure to comply, is hereby deleted in its entirety and replaced by the following:

Section C108.4 Failure to comply and/or removal of stop work notice. Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

E. Section C109, Board of Appeals, is hereby amended by deletion in its entirety and substituting the following:

Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2018 International Building Code as amended by the City of Sedona.

F. Table C301.1, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona.

G. Appendix CB is hereby added as a new appendix as follows:

Appendix CB Electrical Vehicle Ready Parking Areas – Commercial

CB 101.1 General. These provisions shall be applicable for new construction where electrical vehicle ready provisions are required in Section CB 201.1.

CB 201.1 Electrical vehicle ready parking spaces. For every newly permitted structure governed by, and within the scope of, the International Building Code, with more than 9 parking spaces, 5 percent of the total number of parking spaces shall be capable of supporting future electric vehicle charging stations (EVCS) and said spaces shall be identified on the construction documents along with the location of the proposed EVCS. At least one EVCS shall be located in common use areas and available for use by all residents. (Note: When calculating the required electrical vehicle ready parking spaces, rounding shall be used to the nearest whole number. Where the calculations fall at the midpoint of a whole number, the number must be rounded up.)

CB 201.2 Design and installation requirements – Single EVCS required. When only one EVCS space is required, a 208/240-volt individual branch circuit or a listed raceway to accommodate a future individual branch circuit shall be installed. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of the electric vehicle charger. Construction documents shall identify the raceway termination point. The service panel or subpanel circuit directory shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent device. Electric vehicle supply equipment shall be installed in accordance with NFPA 70.

CB 201.3 Design and installation requirements – Multiple EVCS required. Construction documents shall indicate the raceway termination point and proposed location of future EVCS and electric vehicle chargers. Construction documents shall also provide information on amperage of future electric vehicle supply equipment (EVSE), raceway methods(s) wiring schematics and electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all electric vehicles at all required EVCS at the full rated amperage of the EVSE. Plan design shall be based upon 40-ampere minimum branch circuit. Raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at time of the original construction. Electric vehicle supply equipment shall be installed in accordance with NFPA 70.

CB 201.4 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future electric vehicle charging as “EV CAPABLE”. The raceway termination location shall be permanently and visibly marked as “EV CAPABLE”.

H. Section R101.1, Title, is hereby amended by replacing "Name of Jurisdiction" with "City of Sedona."

I. Section R104.2, Schedule of permit fees, is hereby amended by deleting the section in its entirety and inserting the following:

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be assessed in accordance with SCC [15.05.060](#).

J. Section R108.2, Issuance, is hereby amended by removing the first sentence in its entirety and inserting the following:

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person performing the work, or shall be posted on the structure or on site in a conspicuous location.

K. Section R108.4, Failure to comply, is hereby deleted in its entirety and replaced by the following:

Section R108.4 Failure to comply and/or removal of stop work notice. Any person who shall continue or allow the continuance of any work in or about the structure or property after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, or any person who removes, or causes the removal of, the stop work notice without the consent of the City, shall be subject to fines and penalties as set by the applicable governing authority.

L. Section R109, Board of Appeals, is hereby amended by deletion in its entirety and substituting the following:

Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2018 International Building Code as amended by the City of Sedona.

M. Table R301.1, CLIMATES ZONES, MOISTURE REGIMES, AND WARM-HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY, is hereby amended by identifying Climate Zone 4B as the Climate Zone for the entire City of Sedona.

Chapter 15.50

INTERNATIONAL SWIMMING POOL AND SPA CODE

Sections:

- 15.50.010** **Adoption of the International Swimming Pool and Spa Code.**
- 15.50.020** **Amendments to the International Swimming Pool and Spa Code.**

15.50.010 Adoption of the International Swimming Pool and Spa Code.

That certain code entitled International Swimming Pool and Spa Code, 2024 Edition, as amended and codified, published by the International Code Council, Inc., three copies of which are available for public inspection in the office of the director of community development, is hereby adopted as the swimming pool and spa code of the city and made a part of this title the same as though set forth in full herein, excepting those portions hereinafter deleted or amended. [Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

15.50.020 Amendments to the International Swimming Pool and Spa Code.

The International Swimming Pool and Spa Code, 2024 Edition, is modified as follows:

- A. Section 101.1, Title, is hereby amended by replacing “Name of Jurisdiction” with “City of Sedona.”
- B. Section 102.9, Other laws, is hereby amended by adding the following to the end of the sentence:

...including Arizona Statute [36-1681](#), except that Section (D)(7) of Statute [36-1681](#) is hereby deleted in its entirety.

C. Section 103.1, Creation of agency, is hereby amended by replacing “Insert Name of Department” with “City of Sedona Building Safety Department”.

D. Section 105.4.3, Expiration, is hereby amended by adding the following to the end of the first sentence:

Lack of a scheduled and performed inspection within 180 days constitutes a suspension or abandonment of work, and therefore an expiration of the permit.

E. Section 105.4.4, Extensions, is hereby amended by deleting the last sentence in its entirety.

F. Section 109.2, Schedule of permit fees, is hereby amended by deleting the section in its entirety and inserting the following:

109.2 Schedule of permit fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be assessed in accordance with SCC [15.05.060](#).

G. Section 109.6, Refunds, is hereby amended by adding the following to the end of the section:

Refunds that are within the scope of this Section shall be assessed in accordance with the provisions of this section and as set forth in SCC [15.05.060](#).

H. Section 112 – Means of Appeals, is hereby amended by deletion in its entirety and substituting the following:

Section 112 – Means of Appeals. Appeals of decisions made by the code official shall be to the Board of Appeals as established in the 2024 International Building Code as amended by the City of Sedona.

I. Section 113.4, Violation penalties, is hereby amended by deleting the section in its entirety and inserting the following:

Section 113.4 Violation penalties. Any person, firm or corporation who shall violate this code shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

J. Section 114.2, Issuance, is hereby amended by removing the first sentence in its entirety and inserting the following:

Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work, or shall be posted on the building or on site in a conspicuous location.

K. Section 114.4, Failure to comply, is hereby amended by deletion in its entirety and substituting the following:

114.4 Failure to comply. Any person, firm or corporation who removes a stop work order without authorization from the Building Official, or who shall continue any work in or about the structure after having been served a stop work order, or where a stop work order has been posted, except such work as that person, firm or corporation is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as provided in SCC [1.15.010](#) for each and every such violation and non-compliance as a separate offense. Imposition of penalty for a violation of this code shall not excuse the violation or permit it to continue. A violation shall be remedied within a reasonable time, and each day that such violation continues unabated shall constitute a separate offense.

L. Section 305.1, General, is hereby amended by deletion in its entirety and substituting the following:

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas and above-ground hot tubs having a height of at least 28" above grade on all sides for a distance of three feet (3'-0") horizontal are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.

M. Section 305.2.1, Barrier height and clearances, is hereby amended by deleting "48 inches (1219 mm)" from Item 1 and replacing with "60 inches."

N. Section 305.3.3, Latch release, is hereby amended by deletion of the first sentence in its entirety and substituting the following:

Where door, gate latch and motorized cover release or operation mechanism are of the self-locking type, such as where the lock or cover is operated by means of a key, switch, an electronic opener or the entry of a combination into an integral combination lock, the lock or cover operation control and the latch

release mechanism shall be located above the finished floor or ground surface in accordance with the following:

O. Section 305.3.3, Latch release, is hereby amended by deleting “3 inches (76 mm)” from Item 3 and replacing with “5 inches (127 mm)”.

P. Section 305.3.4, Barriers adjacent to latch release mechanism, is hereby amended by deleting “18 inches (457 mm)” from the section and replacing with “24 inches (609.6 mm)”.

Q. Section 305.4, Structure wall as a barrier, is hereby amended by deleting Items 1, 2, 3 and 4 in their entirety.

R. Section 305.4, Structure wall as a barrier, is hereby amended by deleting Item 6 in its entirety adding in its place the following new Item 6:

6. All ground level doors or other doors with direct access to the swimming pool or other contained body of water shall be equipped with self-closing, self-latching devices which meet the requirements of Section 305.3.3. Emergency escape or rescue windows from sleeping rooms with access to the swimming pool or other contained body of water shall be equipped with a latching device not less than 54 inches above the adjacent finished floor. All other openable dwelling unit or guest room windows with similar access shall be equipped with a screwed in place wire mesh screen, or a keyed lock that prevents the window from opening more than 4 inches, or a latching device located not less than 54 inches above the adjacent finished floor.

S. Section 305.5, Onground residential pool structure as a barrier, is hereby amended by deleting “48 inches (1219 mm)” from Items 1 and 2 and replacing with “60 inches.” [Ord. 2019-05 § 1, 9-24-2019; Res. 2019-18 Exh. A, 9-24-2019].

The Sedona City Code is current through Ordinance 2025-05, passed May 13, 2025.

Disclaimer: The city clerk’s office has the official version of the Sedona City Code. Users should contact the city clerk’s office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.SedonaAZ.gov](http://www.SedonaAZ.gov)

[Hosted by General Code.](#)

SUMMARY

- **Proposing to adopt the 2024 International Building Codes and the 2023 National Electrical Code**
- **This current proposal no longer includes the 2024 International Property Maintenance Code, which staff will bring forth for further discussion at a later date.**
- **Sedona's building permit fees alone are the lowest in the Verde Valley, however, adding in the sewer capacity and DIF fees make it the highest.**
- **Our proposed changes to the City Amendments will have a net effect of lowering the cost to build.**
- **According to the study paid for by the National Association of Home Builders, the cost of building with the 2024 IRC, compared to the 2018 IRC has a net range of a \$823.00 savings to a \$3,112.00 increase. (The \$2,802 increase identified in the report for special stucco drainage does not apply to Sedona.)**
- **The cost savings of not adopting the 2024 International Energy Conservation Code is about \$6,000. ("Energy Impact Study of the 2018 IECC and 2024 IECC Energy Codes for Nebraska" by Vendemusser Design LLC)**
- **Efforts to find areas of the code to repeal for cost savings found minimum areas for discussion that did not affect life safety, health or welfare of the public.**
- **We are the last municipality within the Verde Valley to adopt the new codes, including both counties. (Phoenix and Tucson are also under the 2024 I-Codes and Flagstaff is currently going through the process to adopt.)**
- **Our contractors, architects and designers are already designing and building under the 2024 I-codes and 2023 NEC if they do any work outside of Sedona or Flagstaff.**
- **The new codes address new products, designs and installations, increase life safety measures, and allow for more alternative building methods with little increase to total costs for new homes.**

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED “2026 AMENDMENTS TO SCC TITLE 15, BUILDINGS AND CONSTRUCTION” AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, PROVIDING FOR SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, the Sedona City Code, Title 15 was last updated in 2019 to adopt the 2018 International Code Council Codes (“I-Codes”) and the 2017 National Electrical Code (“NEC Code”) for commercial, multi-family and residential construction; and

WHEREAS, updated I-Codes and the NEC Code were issued in 2024 and 2023, respectively; and

WHEREAS, municipalities and counties within the vicinity of Sedona have adopted the updated I-Codes and the NEC Code; and

WHEREAS, it would be in the best interest of the City to adopt the updated I-Codes and NEC Code for consistency and for the increased life safety provisions included in these codes.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Adoption. That certain document titled the “2026 Amendments to SCC Title 15, Buildings and Construction” (“SCC Title 15 Amendments”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk. The Sedona City Code Title 15 (Buildings and Construction) is hereby amended as set forth in the SCC Title 15 Amendments, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the SCC Title 15 Amendments adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 8th day of September, 2026.

Holli Ploog, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Monique Coady, Interim City Attorney

City of Flagstaff – Building Safety & Code Compliance

2024 IRC Significant Changes & Cost Impacts (Condensed Summary)

Most 2024 IRC changes are optional or situational. Overall cost impacts are generally neutral to slightly cost-reducing depending on project conditions.

Key Change	Impact / Cost
Floor Framing at Guards (R502.11)	Additional framing required; ~\$0–\$459 cost.
Vapor Retarder Under Slabs (R506.3.3)	Reduced to 6-mil; ~\$472–\$957 savings.
Stucco WRB Changes (R703.7.3)	Modified requirements; up to ~\$1,200 savings.
Building Official Authority (R104)	Expanded authority; ~\$74–\$597 cost when triggered.
Framing Splice Engineering (R502/R802)	Engineering required; ~\$804–\$891 when triggered.
Soil Classification (R401.4.1)	Allows USDA data; ~\$946 savings.
Deck Ledger Flashing (R507)	Improved moisture control; ~\$28–\$36 cost.
Exterior Stair Landing Exception	Reduced landing size; ~\$798 savings.
Masonry Veneer Support	Simplified flashing; up to ~\$328 savings.
HVAC Exhaust & Return Air Changes	Flexibility; savings up to ~\$262 or costs up to ~\$1,843.
BIPV Solar Marking	Safety labeling; ~\$190–\$246 cost.

WHEN COSTS ARE TRIGGERED (IRC)

- Structural Conditions → Non-prescriptive framing or splices require engineering
- Site Conditions → Soil conditions or slopes may trigger design requirements
- Project Scope → Decks, exterior work, and additions introduce additional requirements
- Mechanical System Design → HVAC layout or return air strategies may increase cost
- Material Choices → Exterior finishes (stucco, veneer) can shift cost up or down
- Technology Integration → Solar or specialty systems add incremental cost

Final Takeaways: Most changes are optional or condition-based. Overall impact is neutral to slightly cost-reducing. Costs are driven by structural engineering and HVAC changes; savings come from simplified materials and reduced requirements.

Contact: City of Flagstaff – Building Safety & Code Compliance | 928-213-2604 Amy Tressler, Building Official | flagstaff.az.gov

Exhibit K

Contractor Questionnaire Responses

Name: *Jesse Haas*

Company: *Haas DesignWorks LLC*

1. Are there any code updates or amendments that give you pause, or, conversely, any that help you and other builders? If applicable, please identify.

Generally in favor of the code updates for this cycle. The changes regarding island receptacles would require further clarification, but nothing that would give me pause

2. Have you already been using or building under the 2024 IRC in other jurisdictions? (Cottonwood, Camp Verde, Clarkdale, etc.)

Yes: X No:

3. Are there building code requirements that you feel are not worth the cost of implementing? If applicable, please identify.

None that come to mind

Thank you for your response!

Questions for July 14, 2026 Council Meeting on Building Code Updates:

Name: Adam Hamman Company: Hamman custom Homes LLC

1. Are there any code updates or amendments that give you pause, or, conversely, any that help you and other builders? If applicable, please identify.

Having the option not to have the island Plugs
is a great benefite For the Home owner.

2. Have you already been using or building under the 2024 IRC in other jurisdictions? (Cottonwood, Camp Verde, Clarkdale, etc.)

Yes: ✓ No:

3. Are there building code requirements that you feel are not worth the cost of implementing? If applicable, please identify.

(Higher insulation Requirements) In MY opinion
there is no reason to Adopt the higher R-value.
Our Attic Spaces are usually Very Low clearance. Trying to
Achieve a r-49 cause more issues than it does Benefit the home.

Questions for July 14, 2026 Council Meeting on Building Code Updates:

Name: _____ Jim Steg_ Company: _Steg Custom Homes_____

1. Are there any code updates or amendments that give you pause, or, conversely, any that help you and other builders? If applicable, please identify.

____ No, All seem very reasonable_____

2. Have you already been using or building under the 2024 IRC in other jurisdictions? (Cottonwood, Camp Verde, Clarkdale, etc.)

Yes: _____ No: __X__

3. Are there building code requirements that you feel are not worth the cost of implementing? If applicable, please identify.

____ If it works for the city to build a more sound home and give the Contractor sets of Rules and guidelines to follow, I am good with every implementation.

Thank you for your response!



**CITY COUNCIL
AGENDA BILL**

**AB 3382
September 22, 2026
Regular Business**

Agenda Item: 9c

Proposed Action & Subject: Discussion/possible direction regarding a tourism update including the results of the summer 2026 marketing campaign, the winter 2026/2027 campaign strategy, the year-round high-net worth individual marketing strategy, and approval of a contract amendment for DVA in an amount not-to-exceed \$736,000 for marketing services.

Department	Tourism and Economic Initiatives/ Andrew Grossman
Time to Present	30 min.
Total Time for Item	75 min.
Other Council Meetings	March 27, 2024; May 14, 2024; November 12, 2024; April 23, 2025; July 28, 2025; October 14, 2025; April 14, 2026; April 22, 2026; April 23, 2026; July 14, 2026
Exhibits	A. DVA Contract Amendment #6

Finance Approval	BGW 8/24/26 JMC 8/26/26
City Attorney Approval	MKC 8/28/2026
City Manager's Recommendation	Recommend Approval ABS 8/31/26

Expenditure Required	
\$ 736,000	
Amount Budgeted	
\$500,000	
Account No. (Description)	10-5227-72-6511 Paid Advertising
\$136,000	
10-5227-72-6413 (marketing)	
\$100,000	
10-5246-01-6761 (contingency)	

SUMMARY STATEMENT

Background:

A key initiative for the City's Tourism Program is the implementation of seasonal destination marketing campaigns that drive visitor demand during the historical need times of winter and

summer. Before each seasonal campaign is launched, staff present the campaign strategy and budget to City Council, which includes a look back at prior campaign results.

In addition to presenting the strategy for the Winter 2026/2027 campaign, staff are also presenting the strategy for implementing a year-round advertising campaign to the high-net-worth audience that was piloted during the Winter 2025/2026 and Summer 2026 campaigns. Funding for this strategy was included in an approved Fiscal Year 2027 (FY27) Decision Package that allocated an additional \$100,000 to the Tourism Program budget.

For staff to move forward with these campaigns, an Amendment will need to be made to the Day Vengley & Associates Advertising and Public Relations (DVA) contract to add the FY27 funds that are allocated to the development and implementation of destination marketing campaigns within the Tourism Program budget this fiscal year and to account for the potential use of contingency funds to increase the paid advertising budget of destination marketing campaigns if the thresholds that were approved during the July 14, 2026 City Council are met.

On September 8, 2026, City Council can also expect to see the preliminary results of the Summer 2026 campaign during the presentation on this agenda item, however they were not available during the time this Staff Report was prepared.

Discussion:

2025/2026 Winter Campaign Results

The Winter 2025/2026 campaign was conducted from October 17, 2025, through February 15, 2026, launching approximately 40 days earlier than the Winter 2024/2025 campaign. This earlier launch allowed the campaign to engage potential visitors further in advance of travel decision-making for that winter tourism season.

The execution of the 2025/2026 Winter campaign continued the Redefine Desert campaign creative concept under the Sedona - Stay Inspired brand that challenges visitors to redefine what they imagine of the desert and what they envision for their Sedona vacation experience.

The original Fiscal Year 2026 (FY26) Tourism Program budget allocated \$156,730 for the Winter 2025/2026 campaign. After seeing the months of negative year-over-year Sedona tourism industry performance from May 2025 to October 2025, staff received City Council approval on October 14, 2025, to utilize General Fund contingency funds to increase the budget for the Winter 2025/2026 campaign by \$93,270, bringing the total campaign budget to \$250,000.

The \$250,000 budget Winter 2025/2026 campaign was divided between the digital marketing strategies listed below:

- Attribution-based website ads: \$85,000
- Attribution-based CTV ads: \$90,000
- Paid Google search: \$18,000
- Meta (out-of-market attraction messaging): \$40,000
- Meta (in-market education/stewardship messaging with a 25-mile radius and Phoenix): \$17,000

The winter 2025/2026 campaign targeted the 11 drive and flight markets listed below:

- Drive Markets
 - Phoenix, Arizona
 - Tucson, Arizona

- Los Angeles, California
- San Diego, California
- Las Vegas, Nevada
- Flight Markets
 - Denver, Colorado
 - Seattle, Washington
 - San Francisco, California
 - Chicago, Illinois
 - New York, New York
 - Minneapolis, Minnesota

As part of the request to increase the budget to \$250,000, staff also proposed piloting the creation of a new target audience of high-net worth individuals within the winter campaign markets. To create the high-net-worth audience for this pilot, hotel guests at the top 1 percent of hotels in the country (as determined by American Express) that reside within the winter campaign markets were identified and then served ads throughout the duration of the campaign. By piloting this new audience, staff began compiling data to determine whether this strategy would be worth pursuing in future destination marketing campaigns.

The overall goal of the campaign was to deliver a positive Return on Ad Spend (ROAS) and show direct attribution from the marketing dollars and how they resulted in driving overnight stays and broader economic impact.

Note: ROAS is calculated by: (Hotel Impact + Destination impact)/Ad Spend

The messaging in these ads centered around both stewardship and inspirational messages, with the top performing ads being Redefine Awe and Redefine Masterpiece:



The social media ads that were placed to people in-market (within a 25-mile radius) and in Phoenix featured more sustainable themed imagery and a message that said: “Car-free is care-free. Ride the Sedona Shuttle.” and “Sedona is peaceful, unhurried. So much to love, so much to care for.” The social media ads out-of-market featured inspirational themed imagery and a message that said: “You don't have to fly across the world to discover something otherworldly. Sedona is right here waiting for you.”

There are three different attribution reports: one shows the visits to the City of Sedona from people who saw the attribution-based ads, one that shows hotel stays within the City of Sedona from people who saw the attribution-based ads, and one that shows the short-term rental stays within the City of Sedona from people who saw the attribution-based ads.

Here are the attribution results for destination visits from October 28, 2025, to February 28, 2026. Note that with an average spend of \$190 per day per person, the estimated economic impact is \$2,060,170 (Winter 2024/2025 comparison: \$2,851,520):

Destination

Total Trips

4,561

Est. Destination Impact

\$2,060,170

Visitor Days Observed

10,843

Average Trip Length

2.4 Days

DMA	Est. Impact	Share of Impact
Phoenix -Prescott	\$485,523.06	46.7%
Los Angeles	\$78,407.49	7.5%
Minneapolis-St. Paul	\$61,052.64	5.9%
Chicago	\$58,031.60	5.6%
San Diego	\$57,313.90	5.5%
Tucson -Sierra	\$56,307.51	5.4%

Here are the attribution results for hotel stays within the City of Sedona from October 28, 2025, to February 28, 2026. Note that with the average daily room rate at \$367, the estimated economic impact of the Winter 2025/2026 campaign was \$2,381,096 (Winter 2024/2025 comparison: average daily room rate of \$321 and total economic impact of \$1,748,808):

Hotels

Total Trips

2,307

Est. Hotels Impact

\$2,381,096

Room Nights Observed

6,488

Average Trip Length

2.8 Days

DMA

Est. Impact

Share of Impact

Phoenix -Prescott

\$485,523.06

46.7%

Los Angeles

\$78,407.49

7.5%

Minneapolis-St. Paul

\$61,052.64

5.9%

Chicago

\$58,031.60

5.6%

San Diego

\$57,313.90

5.5%

Tucson -Sierra

\$56,307.51

5.4%

Here are the attribution results for short-term rental stays in Sedona from October 28, 2025 to February 28, 2026. Note that with the average daily room rate for short-term rentals during Winter 2025/2026 at \$448, the estimated economic impact was \$858,368:

Short Term Rentals

Total Trips

478

Est. Short Term Rentals Impact

\$858,368

Room Nights Observed

1,916

Average Trip Length

4 Days

DMA

Est. Impact

Share of Impact

Phoenix -Prescott

\$361,984.00

42.1%

Minneapolis-St. Paul

\$83,776.00

9.7%

Los Angeles

\$56,448.00

6.6%

Denver

\$51,968.00

6%

San Diego

\$51,520.00

6%

Tucson -Sierra

\$47,040.00

5.5%

The total economic impact of the Winter 2025/2026 campaign was \$5,299,634, which generated a ROAS of 32:1 (Winter 2024/2025 comparison: \$4,556,351, with a ROAS of 67:1).

The estimated sales and bed tax received back to the City from the Winter 2025/2026 campaign is \$298,868, which is \$48,868 (19%) more than the City invested in the campaign, or a 1.19:1 return on tax investment spend.

One note is that the attribution results for the 2025/2026 Winter campaign above are inclusive of the pilot of the new high net worth audience. Specific insights into the results of the pilot of that audience during the 2025/2026 Winter campaign are provided lower in this report in the high-net-worth audience campaign strategy.

Although the ROAS for the Winter 2025/2026 campaign decreased compared to Winter 2024/2025, this was anticipated due to the reduction in the device capture technology that powers the attribution that was discussed during the Summer 2025 campaign reporting and the pilot of the high-net-worth individual audience that is more focused on building longer-term demand. Despite this, the campaign still generated a strong 32:1 return and delivered strong total economic impact and tax revenue to the city.

Here's how the Winter 2025/2026 campaign ROAS compares to the City's previous destination marketing campaigns:

- Winter 2023/2024 Sunshine to Spare \$50,000 campaign: 8.7:1
- Summer 2024 Embrace the Moment \$105,000 campaign: 89:1
- Winter 2024/2025 Redefine Desert \$119,500 campaign 67:1
- Summer 2025 Redefine Desert \$213,582 campaign 12:1

Regarding Return on Investment (ROI) for the target markets from the campaign, all target markets generated a positive ROI and all markets generated more than 10 in ROI.

Note: ROI is calculated by: ((Hotel Impact + Destination Impact)-Ad Spend)/Ad Spend

Market	Spend	Visitor Days	Hotel Nights	STVR Nights	Length of Stay	Return By Market	ROI
Phoenix, AZ	\$44,668.42	5769	3280	788	2.4	\$2,706,299	60.59
Tucson, AZ	\$6,551.63	665	435	105	2.9	\$337,788	51.56
San Diego, CA	\$13,520.97	572	308	116	2.8	\$269,887	19.96
Los Angeles, CA	\$21,618.66	824	590	128	2.9	\$422,823	19.56
Las Vegas, NV	\$11,416.23	369	244	43	2.2	\$173,779	15.22
Denver, CO	\$11,476.24	419	236	117	2.4	\$214,285	18.67
Minneapolis, MN	\$15,643.63	519	309	187	4.9	\$288,968	18.47
Chicago	\$19,935.26	534	448	83	4.5	\$292,203	14.66
Seattle-Tacoma, WA	\$10,108.25	271	146	85	4.2	\$137,651	13.62
San Francisco, CA	\$8,799.95	203	127	58	2.4	\$105,814	12.02

One notable difference for the Winter 2025/2026 campaign reporting compared to previous winter campaigns is that a higher average ROI was observed across all flight markets. For example, the 2024/2025 Winter campaign achieved an average ROI of 3.82 within the flight markets compared to an average ROI of 15.50 within the flight markets during the 2025/2026 Winter campaign.

Regarding the marketing performance of the Winter 2025/2026 campaign, the table below lists the results compared to the 2024/2025 campaign. Industry benchmarks are provided at the bottom.

<u>Metric</u>	<u>2024/2025 Result</u>	<u>2025/2026 Result</u>
Website Traffic	88,000	177,000
<u>Meta Out-Of-Market</u>		
Impressions	2,059,125	7,918,669
Clicks	71,709	117,303
Video Views	828,943	231,073
Click-Through-Rate (CTR)	3.48%	1.48%
Cost-Per-Click (CPC)	\$0.28	\$0.31
<u>Meta In-Market</u>		
Impressions	1,521,068	1,871,208
Clicks	29,446	47,502
Video Views	1,064,318	775,191
Click-Through-Rate (CTR)	1.94%	2.54%
Cost-Per-Click (CPC)	\$0.46	\$0.37
<u>Paid Search</u>		
Impressions	707,126	402,755
Clicks	20,516	49,266
Click-Through-Rate (CTR)	2.9%	12.23%
Cost-Per-Click (CPC)	\$0.45	\$0.49

<u>Metrics</u>	<u>Industry Benchmark</u>
Meta CTR	.90%
Meta CPC	\$0.63
Paid Search CTR	4.68%
Paid Search CPC	\$1.53

2026/2027 Winter Campaign Strategy

When City staff initially presented the Redefine Desert campaign creative concept during the November 12, 2024, City Council meeting, the intent was to implement the campaign creative

concept for two years before assessing whether to continue Redefine Desert or move to a new campaign creative concept. Now that the Winter 2026/2027 is 2 years later, staff met with the Tourism Advisory Board (TAB) on August 5, 2026, to discuss campaign creative concepts and discuss whether to continue to implement Redefine Desert or move to a new campaign creative concept.

A campaign creative concept is the central, unifying idea that shapes how a destination is presented through storytelling, visuals, messaging, and emotional appeal across all campaign assets. It serves as the strategic and creative foundation that guides every advertisement, video, social post, webpage, and marketing activation, ensuring a consistent and memorable expression of the destination's brand. Although it is most visible in the execution of destination marketing campaigns, the concept extends through all facets of the presentation of the destination throughout the duration of their execution, such as pitches to travel media or travel advisor trainings.

Unlike the Sedona-Stay Inspired tourism brand, campaign creative concepts are intended to be time-based to allow for the presentation of the destination through marketing strategies to look and different to the audience that receives the advertising.

During the August 5, 2026 TAB meeting, staff presented three campaign creative concepts for consideration, which included a continuation of Redefine Desert and two new campaign creative concepts. Feedback from the TAB included:

1. Acknowledgement that *Redefine Desert* could be continued, but that staff should prepare to move towards a new campaign creative concept in the near future
2. A request that staff do not move the second concept, *Explore In Color*, forward
3. A request that staff explore ways to move forward with the third concept, (formerly named) *Sedona Sees You*, but with significant changes related to the name and creative design of the concept

To further build on bullet #3 above, the TAB expressed support for the direction of the third campaign concept but agreed that staff would need to work on a new call to action (i.e. the overarching name) for the campaign and that work would need to be done to update the creative design of the proposed ads. A differentiator of the third concept is a focus on leading with the presentation of specific experiences that Sedona offers (e.g. wellness, arts & culture, outdoor recreation, higher-end services, etc.) instead of leading with the presentation of the destination, and the TAB approved of that direction in the future.

Ultimately, after working with DVA, staff decided to continue the Redefine Desert campaign creative concept one last time for the upcoming winter while staff also works on enhancing the third concept for any future campaigns.

The proposed markets to receive advertising during the 2026/2027 Winter campaign are listed below and broken down by drive market vs flight market. These markets have consistently demonstrated strong overnight visitation, high visitor spending, and favorable advertising performance during previous seasonal campaigns.

- Drive markets
 - Phoenix, Arizona
 - Tucson, Arizona
 - Los Angeles, California
 - San Diego, California
 - Las Vegas, Nevada

- Flight markets
 - Denver, Colorado
 - Seattle, Washington
 - San Francisco, California
 - Chicago, Illinois
 - New York, New York
 - Minneapolis, Minnesota

The proposed schedule for this campaign is October 1, 2026 to February 15, 2027 – with a staggered launch based on flight market vs drive market. As a note, launching the campaign on October 1 would be 16 days earlier than the 2025/2026 Winter campaign.

1. Flight markets: October 1, 2026 to February 1, 2027
2. Drive markets: October 15, 2026 to February 15, 2027

The available budget for the Winter 2026/2027 campaign is \$156,500.

The proposed media mix balances upper-funnel inspiration (CTV video ads on streaming platforms), mid-funnel consideration (programmatic website ads), and lower-funnel intent capture (paid Google/ChatGPT search and Meta ads), while supporting both stewardship and out-of-market visitation goals.

For Winter 2026/2027, staff proposes piloting 10% of the total search advertising budget on ChatGPT Search, which is included in the media mix below. Staff recommends piloting ChatGPT Search in response to continued changes in traveler search behavior, including the growing use of AI-powered search platforms such as ChatGPT. This pilot will help evaluate whether the platform can efficiently generate qualified traffic compared to traditional search advertising.

1. Programmatic website ads: \$65,000
 2. CTV video ads: \$34,400
 3. Meta Out-of-Market Visitation ads: \$28,000
 4. Google Paid Search: \$12,690
 5. ChatGPT Search: \$1,410
 6. Meta In-Market Stewardship Ads: \$15,000
- TOTAL BUDGET: \$156,500

Year-Round High-Net Worth Audience Campaign Strategy

\$100,000 is in the Tourism Program's budget for year-round destination marketing to high-net worth individuals with the thinking that for that segment of visitors staying in the most expensive hotels, their visitation and continuous marketing is desirable regardless of season. Considering it is known that high net worth travelers have a longer booking window, executing a year-round campaign will also allow campaign attribution to be more comprehensive rather than turning attribution on and off only in the seasonal campaign windows.

As mentioned above, City staff has been piloting marketing to high-net worth individuals in past campaigns to test if this strategy is successful. Staff identified a set of high-end hotels in Sedona and compared if the individuals within the high-net worth audience that were served campaign ads stayed in hotels that were more expensive than the control group, which is the total performance of the campaign audiences excluding the high-net-worth audience (i.e. standard audience).

Although it is too early to have definitive results from the Summer 2026 campaign, staff compiled a hotel visitation report for the Winter 2025/2026 campaign that included an extended attribution window of October 21, 2025 through July 5, 2026. By attaching general estimates for Average Daily Rates based on future rates for this coming Winter season for all hotel properties visited by both audiences, it was determined:

- The Average Daily Rate for the standard audience that visited Sedona was \$380
- The Average Daily Rate for the high-net worth audience that visited Sedona was \$529
- Therefore, the high-net-worth audience spent 39.2% more per night than the standard audience

While the economic impact for this comparison is substantially higher in the standard audience (\$4,979,824) than the high-net worth audience (\$341,226), this is due to the standard audience being a much larger sample size. But because of the increased return from the high-net worth audience, staff feels there's enough of a proof point to execute the year-round marketing to the high-net worth audience.

The strategy would be to develop high net worth specific web and CTV ads to the luxury hotel audience – like what was done in the recent Winter and Summer campaigns – within the top origin markets (based on prior campaigns) to Sedona. The same attribution, ROAS and ROI calculations would be analyzed to determine if this audience is coming into market, for how long, where, and in what booking window.

If City Council approves this strategy, ads will go in market beginning Oct. 1 and during Winter and Summer destination marketing campaigns, will run concurrent to those. The spending authority for this effort is included in the DVA contract amendment, listed below.

DVA Contract Amendment #6

DVA was initially selected to provide marketing and branding services for the City of Sedona Tourism Program during an RFP that was conducted in 2023. An initial contract with DVA was executed on October 25, 2023 for the purpose of implementing the initial work detailed in the RFP for Fiscal Year 2024 (FY24).

After completing the initial year of work for the City of Sedona, a series of five Amendments have been executed for DVA to implement additional marketing and branding work during FY24, FY25, FY26, and to utilize General Fund contingency funds to increase the paid advertising of the City of Sedona's destination marketing campaigns during economic downturns in summer 2025 and during the Pocket Fire during summer 2026.

Now, a sixth amendment and scope of work (Exhibit A) is needed to allow spending authority for account management services; travel; advertising, advertising planning, and advertising placement costs for upcoming 2026/2027 Winter, 2027 Summer and high-net worth destination marketing campaigns; and creative asset production.

The work is conducted on a Time and Materials Basis with a Not to Exceed Amount as set forth in the amendment.

The \$736,000 for Amendment #6 will come from the Council-approved budgeted amount for the development and implementation destination marketing campaigns in the Fiscal Year 2027 (FY27) budget process, and will make for a new total contract cost not-to-exceed \$2,331,720.

Council's approval of this item will amend DVA's contract and give staff the spending authority to execute FY27 destination marketing campaigns.

As a note to City Council, DVA's contract is set to expire on October 24, 2027, which will also conclude the term that was awarded in the 2023 RFP that identified DVA. City staff will be implementing a new RFP in early 2027 to identify the next branding and marketing contractor to assist the City of Sedona with the implementation of destination marketing campaigns.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): None

MOTION

I move to: approve the winter 2026/2027 campaign plan, the year-round high-net worth individual marketing strategy, and contract amendment #6 for Day Vengley & Associates dba DVA to increase compensation in an amount not-to-exceed \$736,000 for marketing services, subject to approval by the City Attorney.

**CITY OF SEDONA
CONTRACT AMENDMENT #6**

This Amendment to the Agreement by and between the City of Sedona, an Arizona municipal corporation (“City”) and Day Vengley & Associates dba DVA Advertising & Public Relations (“Contractor/Consultant”) is made and entered into on this _____ (“Effective Date”).

RECITALS

- A. WHEREAS, City and Contractor/Consultant previously entered into an Agreement in connection with Branding and Marketing Services (the “Project”) on or about the 25th day of October 2023; and
- B. WHEREAS, City and Contractor/Consultant now desire to amend that Agreement through this Amendment.

AMENDMENT

The parties agree to amend the Agreement as follows:

1. SCOPE OF WORK.

A. Scope of Work.

The FY27 Scope of Work for Branding and Marketing Services is attached as Exhibit A.

2. Compensation; Billing.

B. Compensation.

The not-to-exceed amount of compensation the City agrees to pay the CONSULTANT is increased by \$736,000, amending the not-to-exceed amount of the Agreement from \$1,595,720 to \$2,331,720.

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.

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

(Signatures of following page.)

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Monique Coady, Interim City Attorney

**DAY VENGLEY & ASSOCIATES dba
DVA ADVERTISING & PUBLIC
RELATIONS**

By:_____

Printed Name: _____

Title:_____

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

Exhibit A
City of Sedona & DVA Advertising & Public Relations
FY27 Scope of Work
Branding & Marketing Services

Project Description: The City of Sedona (Sedona) is partnering with DVA Advertising & Public Relations (Consultant) to assist with public relations services and the design, implementation, and reporting of Sedona’s Destination Marketing and Management campaigns.

Project Deliverables: The services provided under this Scope of Work will include the following deliverables from Consultant:

1. Account Management Services
 - a. Consultant shall participate in regularly scheduled meetings with Sedona to discuss the work included in this scope of work, review progress to date, and agree on upcoming actions to complete.
 - b. Consultant shall develop and implement systems to report on the execution and return on investment of the Sedona destination marketing and management campaigns, including, but not limited to:
 - i. Developing a production schedule for each Sedona destination marketing and management campaign that includes timelines, costs, and expected results.
 - ii. Developing and executing a system to monitor and report on performance, attribution, and the financial return on investment from paid advertising.
 - c. Consultant shall assist Sedona as needed to implement public relations strategies that help advance the goals of the Tourism Program.
 - d. Consultant shall provide input on Sedona’s destination marketing and management strategies.
2. Travel
 - a. Consultant shall travel as needed and when appropriate to Sedona to assist with destination marketing and management campaign planning and reporting.
3. Media, Media Planning, and Buying
 - a. Consultant shall assist with the implementation of Sedona destination marketing and management campaigns, including, but not limited to:
 - i. Developing a tactical plan for each Sedona destination marketing and management campaign that includes identifying target markets, target audiences, and distribution channels.
 - ii. Placing advertising in agreed upon channels.
 - iii. Monitoring advertising performance throughout the campaign to determine if advertising or creative adjustments need to be made

to maximize return on investment.

4. Creative Production

- a. Consultant shall provide creative assistance services to Sedona that support the implementation of Sedona destination marketing and management campaigns, including, but not limited to:
 - i. Creating online, print, social media, etc. advertisements
- b. Consultant shall conduct creative asset production shoots that could include a combination of still images, video production, and drone footage.

Fee: The total fee for the provision of services described herein (the “Fee”) shall not exceed \$736,000 USD. Consultant will charge a 6% commission for purchased media.

Activity	Budget
Account Management Services & Travel	\$106,000
Media and Media Planning, Buying	\$500,000
Creative Asset Production	\$30,000
Campaign Contingency Funds	\$100,000
TOTAL	\$736,000

Review and Approval Process: For the purpose of this SOW, all deliverables will be created using an iterative process in which Sedona has a chance to review and provide feedback/requests for revision over up to two (2) rounds of feedback.



**CITY COUNCIL
AGENDA BILL**

**AB 3066
September 8, 2026
Regular Business**

Agenda Item: 9d

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 09/09/2026 JMC	
City Attorney Approval	Reviewed 09/09/2026 MKC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 08/31/2026	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
10/13/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
10/13/2026	Tuesday	4:30					
					Consent		
				Leadership Academy participants certificate presentation.	Recognitions		
				AB 3383 Discussion/possible action regarding approval of an Intergovernmental Agreement with the Sedona-Oak Creek Unified School District for maintenance of certain sports fields and certain security enhancements at the high school.	Regular	Coady	45 min
				AB 3380 Presentation/discussion/possible action related to the Balanced Housing Strategy.	Regular	Allender	180 min
10/14/2026	Wednesday	4:30					
				AB 3381 Discussion/presentation of an emergency response tabletop exercise to familiarize city council, department heads, and partners, on their roles within the Incident Command System during emergency operations.	Special	Wnuck	2 hours
10/27/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
10/27/2026	Tuesday	4:30					
					Consent		
				AB 3339 Presentation by USFS Red Rock Ranger District, Red Rock Trail Fund, Verde Valley Cyclists Coalition and Friends of the Forest regarding Sedona area trail system projects and partnerships	Regular	Spickard	90 min
				AB 3390 Discussion/presentation by Financial Services Director Jordan Corneliusen on the Financial Update for Quarter 1 of fiscal year 2027.	Regular	Corneliusen	60 min

10/28/2026	Wednesday	2:30					
				AB 3391 Discussion/possible direction regarding an update from City staff and the Sedona Tourism 10-28-2026 Advisory Board about the results of the Future of Tourism and the Sedona Experience Community Input Sessions and presentation of the Draft 2026 Sedona Tourism Plan.	Special	Grossmann	75 min
				HOLD for Roxanne come back to Council with more info on SIM 5D & 5E and 3D.	Special	Holland	2 hours
11/10/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
11/10/2026	Tuesday	4:30					
					Consent		
					Regular		
11/12/2026	Thursday	4:00	HOL Wed	Community Conversation Topic Arts and Culture, scheduled 4 to 6 p.m. *Location Pending*	Special	Council	2 hours
11/24/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
11/24/2026	Tuesday	4:30					
					Consent		
				AB 3393 Approval for the appointment of Kathy Senseman, Policy Development Group as City Lobbyist for the City of Sedona and the Sedona City Council 2026 Arizona Legislative Session, not-to-exceed \$100,000.00 subject to approval of an agreement by the City Manager and City Attorney.	Appointment	Browne	20 min
				Community Police Academy, certificate presentation.	Recognition	Penner	10 min
				Citizen Academy participants, certificate presentation.	Recognition	Hall	10 min
				AB 3368 Public Hearing/discussion/possible action regarding adoption of an Ordinance updating the City of Sedona's Consolidated Fee Schedule.	Regular	West/Nash	60 min
11/25/2026	Wednesday	4:30		No Work Session HOL			

12/8/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
12/8/2026	Tuesday	4:30					
					Consent		
					Regular		
12/9/2026	Wednesday	4:30					