

# AGENDA



# 4:30 P.M.

## CITY COUNCIL MEETING

## REVISED

## TUESDAY, MARCH 14, 2023

### NOTES:

- Public Forum:  
Comments are generally limited to **3 minutes**.
- Consent Items:  
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:  
[www.SedonaAZ.gov](http://www.SedonaAZ.gov)

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT [WWW.SEDONAAZ.GOV](http://WWW.SEDONAAZ.GOV) OR ON CABLE CHANNEL 4.

### GUIDELINES FOR PUBLIC COMMENT

#### PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

#### PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

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

### 2. CITY'S VISION/MOMENT OF ART

### 3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - February 28, 2023 City Council Special Meeting - Executive Session.
- b. Minutes - February 28, 2023 City Council Regular Meeting.
- c. Approval of National Vietnam War Day Proclamation, March 29, 2023.
- d. AB 2924 Approval of exchange of City remnant parcel for the Shelby Drive Roadway Improvements Project.

### 4. APPOINTMENTS - None.

### 5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

### 6. PUBLIC FORUM

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

### 7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. National Vietnam War Day, March 29, 2023.
- b. Recognition of city of Sedona veterans volunteer Ed Uzumekis.

### 8. REGULAR BUSINESS

- a. AB 2928 **Discussion/presentation** by Executive Director Judy Poe of the Sedona Public Library to provide an update to the City Council on library activities, accomplishments and general service provision to the community.
- b. AB 2923 **Discussion/possible action** regarding a scope of services and Professional Services Agreement with Kimley-Horn and Associates in the amount of \$148,000 for an Uptown Parking Alternatives and Site Analysis.
- c. AB 2926 **Discussion/possible action** regarding a Resolution requesting that Sedona OHV Rental Companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles.
- d. AB 2861 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.
- e. **Reports/discussion** regarding Council assignments.
- f. **Discussion** regarding ideas for future meeting/agenda items.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

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



## Page 2, City Council Meeting Agenda Continued

### 9. EXECUTIVE SESSION

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

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

### 10. ADJOURNMENT

Posted: 03/09/2023

By: DJ

\_\_\_\_\_  
JoAnne Cook, CMC  
City Clerk

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 four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at [www.SedonaAZ.gov](http://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.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes  
Special City Council Meeting  
Sedona City Hall, Council Executive Chamber  
102 Roadrunner Drive, Sedona, Arizona  
Tuesday, February 28, 2023, 3:00 p.m.**

**1. Call to Order**

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

**2. Roll Call**

**Council Present:** Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Melissa Dunn arrived at the meeting at 3:08 p.m.

**Staff Present item:** City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, and City Clerk JoAnne Cook.

**3. Special Business**

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

Kurt Christianson gave the admonition.

- a. Discussion and consultation with the City Attorney for legal advice regarding nonconsensual liens recorded against City Officials. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**

Discussion took place between Council and City Attorney.

Councilor Dunn arrived at the meeting at 3:08 p.m.

**Reconvened in open session at 3:31 p.m.**

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

**Motion: Councilor Kinsella moved to authorize the City Attorney to move forward with legal action as discussed in executive session. Seconded by Councilor Williamson. Motion carried unanimously with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.**

**4. Adjournment**

Mayor Jablow adjourned the meeting at 3:33 p.m.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on February 28, 2023.**

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JoAnne Cook, City Clerk

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Date

**Action Minutes  
Regular City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Tuesday, February 28, 2023, 4:30 p.m.**

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

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

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

**Staff Present:** City Manager Karen Osburn, Deputy City Manager Joanne Keene, Assistant City Manager/Director of Public Works Andy Dickey, City Attorney Kurt Christianson, and City Clerk JoAnne Cook.

**2. City's Vision**

The City's Vision Statement was played.

**3. Consent Items**

- a. **Minutes - February 14, 2023 City Council Special Meeting - Executive Session.**
- b. **Minutes - February 14, 2023 City Council Regular Meeting.**
- c. **Approval of Proclamation, National Teen Dating Violence & Prevention Awareness Month, February 2023.**

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

**4. Appointments - None.**

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

Andy Dickey stated the updated digital flood hazard maps will become effective March 21<sup>st</sup> and advised there will be a virtual open house to provide information regarding an update to the maps scheduled for tomorrow at 6:30 p.m. Visit [www.coconino.az.gov/FEMAFloodplainRemapping](http://www.coconino.az.gov/FEMAFloodplainRemapping) for more information and link for the open house. Vice Mayor Ploog advise there will be an art reception in Council Chambers starting at 4:00 p.m. for the art exhibits displayed at City Hall and invited the public to attend; the registration for the St. Patrick's Day Parade registration has been extended to March 5<sup>th</sup>, she encouraged individuals, businesses, and groups interested to participate; the St. Patrick's Day Parade is on March 18<sup>th</sup> at 10:00 a.m.; • B.E.S.T. Sports for Kids - Spring session registration is now open for the Beginners Edge Sports Training Program. The spring session begins March 12, cost is \$128 per registrant per sport/session with registration closing on March 10<sup>th</sup>; StoryTime in the Park is temporarily being held at the Sedona Public Library due to weather conditions on Wednesdays at 10:00 a.m., there is no cost to participate; Pickleball Organized Play is on Monday, Tuesday, Thursday, Friday, and Sunday; Yappy Hour is Thursday, 9:00 a.m. – 10:00 a.m. temporarily at the lower softball field at Posse Grounds Park; Open Gym is on Tuesdays and Thursdays; tennis lessons are offered on Mondays or Wednesdays. To find out more details visit [www.sedonaaz.gov/your-government/departments/parks-recreation/events](http://www.sedonaaz.gov/your-government/departments/parks-recreation/events). Councilor Williamson invited all to visit the new expanded dog park.

**6. Public Forum**

Opened to public at 4:39 p.m.

Mark Tenbrook, Sedona, presented the Sedona Transit Advisory Committee's (STAC) recommendation to staff: 1) To work cooperatively with the United States Forest Service to establish a new roadway, trailhead, and parking for Cathedral Rock Trailhead; 2) Move forward with plan to eliminate road side parking along Dry Creek and Boynton Pass Rd. continuing to Doe Mountain.

Jennifer Strait, Sedona, HB2047 asked Council to support placing a cap on short-term rentals in Sedona and she urged Council to send letters to the legislature.

Brought back to Council at 4:45 p.m.

## **7. Proclamations, Recognitions & Awards**

### **a. National Teen Dating Violence & Prevention Awareness Month, February 2023.**

Mayor Jablow presented the proclamation to Jessye Johnson. Jessye spoke regarding the importance of the awareness efforts and the positive work done by the Verde Valley Sanctuary.

## **8. Regular Business**

### **a. AB 2861 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.**

Presentation by JoAnne Keene.

Questions and comments from Council.

By consensus, Council agreed to oppose HB 2019, HB 1413, HB 2284, SB 1162, and SCR1023.

By majority consensus Council agreed to support HB2543, HB 2653, and HB 2438.

### **b. Reports/discussion regarding Council assignments**

Kinsella stated the Sedona Community Center is in need of volunteers for food delivery for Meals On Wheels.

### **c. Discussion regarding ideas for future meeting/agenda items**

Mayor Jablow advised there is no Council meeting scheduled for tomorrow.

## **9. Executive Session**

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

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

No Executive Session was held.

## **10. Adjournment**

Mayor Jablow adjourned the meeting at 6:00 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on February 28, 2023.**

\_\_\_\_\_  
JoAnne Cook, City Clerk

\_\_\_\_\_  
Date

*Office of the Mayor  
City of Sedona, Arizona*



**Proclamation  
NATIONAL VIETNAM WAR VETERANS DAY,  
March 29, 2023**

**WHEREAS**, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975 and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with the United States Armed Forces and the Army of the Republic of Vietnam; and

**WHEREAS**, the United States Armed Forces became involved in Vietnam because the United States Government wanted to provide direct military support to the Government of South Vietnam to defend itself against the growing Communist threat from North Vietnam; and

**WHEREAS**, members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961; and

**WHEREAS**, as a result of the Gulf of Tonkin incidents on August 2 and 4, 1963, Congress overwhelmingly passed the Gulf of Tonkin Resolution (Public Law 88-408) on August 7, 1964 which provided the authority to the President of the United States to prosecute the war against North Vietnam; and

**WHEREAS**, in 1965, United States Armed Forces ground combat units arrived in Vietnam, and, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached; and

**WHEREAS**, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded, and in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam; and

**WHEREAS**, the Vietnam conflict was an extremely divisive issue among the people of the United States that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans; and

**WHEREAS**, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for the policy decisions made by four presidential administrations in the United States; and

**WHEREAS**, the establishment of a 'National Vietnam War Veterans Day' would be an appropriate way to honor those members of the United States Armed Forces who served in South Vietnam and throughout Southeast Asia during the Vietnam War.



NOW THEREFORE I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim March 29, 2023 as "National Vietnam War Veterans Day" in the City of Sedona.

Issued this 14<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Scott M. Jablow, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk



## City of Sedona Proclamation Request Form

<b>Full Name of Contact Person</b>	John Martinez
<b>Contact Phone Number</b>	(714) 606-3266
<b>Contact Mailing Address</b>	305 Calle Del Norte
<b>Contact Email Address</b>	Sedona42@esedona.net
<b>Group, Organization, Activity or Event Being Recognized</b> (Please make sure you provide complete and current information about the group or event)	Individual Vietnam Veterans
<b>Website Address</b> (if applicable)	
<b>Name of the sponsor(s) of the Proclamation</b> (2 Council members or the City Manager)	Scott Jablow - Mayor Pete Furman - councilor
<b>What is the proclaimed day, days, week or month?</b> (e.g. 10/11/12, October 11-17, 2012, October 2012)	March 29, 2023
<b>Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?</b>	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
<b>If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.</b>	Ed Uzumeckis Guy Lamunyon Shelia Stubler

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

Welcome Home Vietnam Veterans Day Celebration

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

As Vietnam Veterans began returning home after their service in the war, a county that failed to differentiate between the war and the troops who served greeted them.

"Vietnam Veterans Day commemorates the sacrifices of Vietnam veterans and their families and is part of a national effort to recognize the men and women who were denied a proper welcome upon returning home more than 40 years ago.

The Vietnam War Veterans Recognition Act, signed into law in 2017, designates March 29 of each year as National Vietnam War Veterans Day.

Most states celebrate "Welcome Home Vietnam Veterans Day" on March 29 or 30 of each year. Though there is some debate, March 29 is generally viewed as a more appropriate date. On that day in 1973, the last combat troops were withdrawn from Vietnam and the last prisoners of war held in North Vietnam arrived on American soil. It is also the date President Nixon chose for the first Vietnam Veterans Day in 1974."

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



**CITY COUNCIL  
AGENDA BILL**

**AB 2924  
March 14, 2023  
Consent Items**

**Agenda Item:** 3d  
**Proposed Action & Subject:** Approval of exchange of City remnant parcel for the Shelby Drive Roadway Improvements Project.

**Department** Public Works  
**Time to Present** N/A  
**Total Time for Item** N/A  
**Other Council Meetings** January 28, 2020  
**Exhibits**  
 A. GIS Map  
 B. Land Exchange Resolution for City Parcel  
 C. Survey Plat, Page-2  
 D. Quitclaim Deed  
 E. Legal Description and Sketch

<b>City Attorney Approval</b>	Reviewed 3/07/23 KWC	<b>Expenditure Required</b>	\$ 0
<b>City Manager's Recommendation</b>	Approve a resolution authorizing the Mayor to execute all necessary documents for the exchange of the remnant city parcel.	<b>Amount Budgeted</b>	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** City staff negotiated a property exchange with the owner of the property at 2275 Shelby Drive (APN 408-28-272J), Alldredge Enterprises LLC, as part of the Shelby Drive roadway capital improvement project. In exchange for 1,491 square feet from the private property owner to be incorporated into the widened roadway. The City of Sedona would provide them a remnant from the City parcel adjacent to their property, comprising a total area of approximately 835 square feet. The exchange parcel would then be incorporated into the property at 2275 Shelby Drive.

This exchange of property is unique in a few important ways. Firstly, the property proposed to be exchanged is a small area that was left over from the creation of the Shelby Drive right-of-way (ROW). The city acquired 1,491 square feet from 2275 Shelby Drive for the Shelby Road ROW. This was necessary for the Shelby project to be completed. The agreement with the property owner was that a portion of the ROW would be provided in exchange for the area acquired from 2275 Shelby Drive (see Exhibit A- map).

The exchange is mutually beneficial between the City and the adjacent property owner. By exchanging this area, the business parking and dumpster will not be located on public property as it has in the past, which reduces liability for the City and reduces future maintenance responsibility. The area is outside the area needed for the roadway.

**Impacts:**

The exchange of the parcel adjacent to the right-of-way does not change the expected use of the area which is to accommodate business access and parking. The environmental and drainage impacts will be very minimal due to the existing paved surface and maintaining existing contours and drainage patterns, the drainage flow will not increase or create a negative impact.

**Budget:**

There is no cost for this exchange.

**Right-of-way Exchange:**

The proposed abandonment (from ROW) is in exchange for the acquisition of a portion of 2275 Shelby Drive, consistent with A.R.S. § 28-7204 (roadway exchange). Per A.R.S. § 28-7204, the properties being exchanged do not need to be commensurate in value. However, it should be noted that the property the City has already acquired at 2275 Shelby Drive is almost 80% larger than the proposed ROW abandonment (1,491 sf compared to 835 sf). This approval will allow for the completion of the land exchange.

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

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





**Alternative(s):** The City Council may choose to not approve the resolution authorizing to vacate a remnant portion of the city parcel adjacent to Shelby Road right-of-way. However, the acquisition of 1,491 sf of 2275 Shelby Drive is already complete.

**MOTION**

I **move to:** approve Resolution 2023-\_\_ authorizing the Mayor to execute all necessary documents for the exchange of the remnant city parcel.

# Map - Exhibit A



-  Parcel 408-28-272G - ROW
-  Reminant Parcel
-  Acquired ROW
-  Parcel Boundary

0 15 30 Feet



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.  
GIS, City of Sedona. 03/02/2023. /pw/staff/jamesc/shelbydr

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, TRANSFERRING A PORTION OF THE SHELBY DRIVE RIGHT-OF-WAY  
TO THE OWNER OF ADJACENT PROPERTY KNOWN AS 2275 SHELBY DRIVE  
(PARCEL NUMBER 408-28-272J)**

WHEREAS, the City of Sedona (“City”) has determined that the full width of the Right-of-Way for Shelby Drive is not necessary for public use and an approximately 835 square-foot portion of said Right-of-Way legally described on the attached Exhibit A Quitclaim Deed, should be transferred to the owner of abutting Parcel Number 408-28-272J pursuant to A.R.S. § 28-7203; and

WHEREAS, transfer of the 835 square-foot portion of Right-of-Way is in consideration of an exchange of a roadway or portion of a roadway with property of commensurate value for all or part of a new public roadway pursuant to A.R.S. § 28-7203; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, that title to the previously described portion of Right-of-Way of Shelby Drive in Yavapai County, Arizona, is hereby transferred with title vesting in the owner of abutting Parcel Number 408-28-272J, subject to any existing utility or drainage easements per A.R.S. § 28-7210, and subject to the same encumbrances, liens, limitations, restrictions and estates that exist on the land to which it accrues.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 14<sup>th</sup> day of March 2023.

\_\_\_\_\_  
Scott M. Jablow, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney



# CITY OF SEDONA

## PZ20-0000X

### MINOR PLAT AMENDMENT

### AAA INDUSTRIAL PARK

LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 17 NORTH,  
RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA.

**CERTIFICATE OF APPROVALS**

COMMUNITY DEVELOPMENT DEPARTMENT:

DIRECTOR OF COMMUNITY DEVELOPMENT – KAREN OSBURN	DATE
PUBLIC WORKS DEPARTMENT:	
CITY ENGINEER – J. ANDY DICKEY, P.E.	DATE
SEDONA FIRE DISTRICT:	
FIRE MARSHAL – JON DAVIS	DATE
CITY COUNCIL:	
MAYOR – SANDY MORIARTY	DATE
CITY CLERK – SUSAN IRVINE	DATE

**RECORD INFORMATION**

THE FOLLOWING DOCUMENTS WERE RESEARCHED AND USED TO ESTABLISH THE BOUNDARIES SHOWN HEREON AS WELL AS THE DEEDS CITED BELOW ASSESSOR'S PARCEL NUMBERS ON SHEETS 2-5. RECORD DIMENSIONS ARE NOT CITED HEREON TO PRESERVE CLARITY IN THIS DOCUMENT.

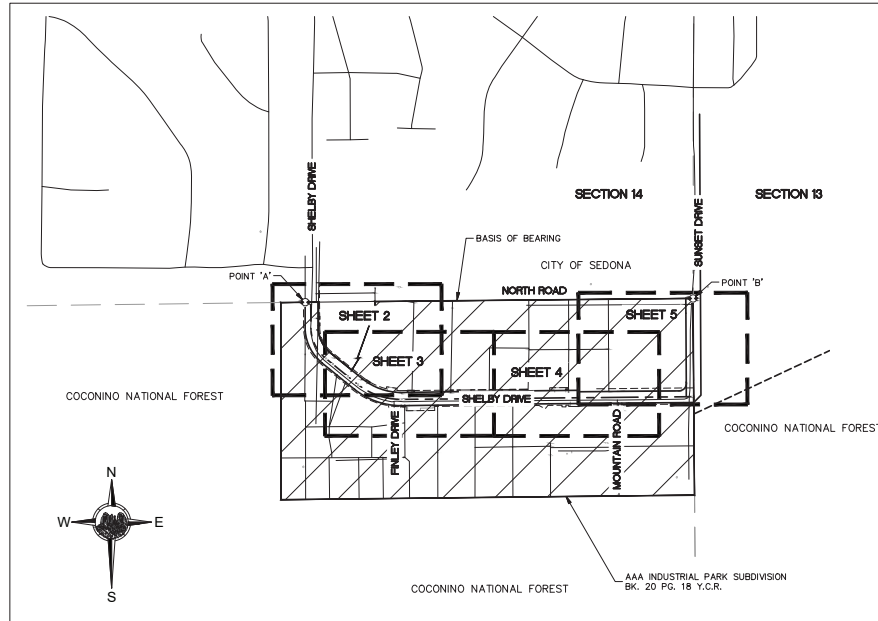
- (R1) YAVAPAI RECORDER'S INSTRUMENT #2014-0002130: RECORD OF SURVEY
- (R2) YAVAPAI RECORDER'S INSTRUMENT #1060330: AAA INDUSTRIAL PARK SUBDIVISION PLAT
- (R3) YAVAPAI RECORDER'S INSTRUMENT #2015-0012624: RECORD OF SURVEY
- (R4) YAVAPAI RECORDER'S INSTRUMENT #2015-0039803: RECORD OF SURVEY
- (R5) YAVAPAI RECORDER'S INSTRUMENT #4258006: RECORD OF SURVEY
- (R6) YAVAPAI RECORDER'S INSTRUMENT #2012-0019728: RECORD OF SURVEY

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS PLAT IS BETWEEN "POINT A" AND "POINT B". THE BEARING IS N89°26'33"E, 1,322.53' (MEASURED)

**POINT A**  
1/2" REBAR W/ 3" ALUMINUM CAP "CITY OF FLAGSTAFF"

**POINT B**  
BRASS CAP CITY OF SEDONA BM #50



**VICINITY MAP**  
NO SCALE

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE CURRENT PROPERTY OWNERS HAVE SUBDIVIDED UNDER THE NAME OF "AAA INDUSTRIAL PARK SUBDIVISION" A SUBDIVISION OF PART OF SECTION 14, T 17 N, R 5 E G&SRBM&M, YAVAPAI COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "AAA INDUSTRIAL PARK SUBDIVISION" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES SHELBY DRIVE TO THE USE OF THE PUBLIC FOREVER AND EASEMENTS TO THE PUBLIC UTILITIES SO DESIGNATED ON THIS PLAT.

SEE RATIFICATIONS AS RECORDED IN:

RECEPTION NUMBER: \_\_\_\_\_  
RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**NOTE**

THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDED OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEIPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

**CONTACT INFORMATION**

**OWNER**  
CITY OF SEDONA  
102 ROADRUNNER DRIVE  
SEDONA, ARIZONA 86336  
(928) 204-7111  
J. ANDY DICKEY, P.E.  
DIRECTOR OF PUBLIC  
WORKS/CITY ENGINEER

**MAYOR** SANDY MORIARTY  
**VICE MAYOR** SCOTT JABLOW  
**CITY COUNCIL** BILL CHISHOLM  
KATHY KINSELLA  
TOM LAMBIN  
JESSICA WILLIAMSON  
HOLLI PLOOG  
**CITY MANAGER** JUSTIN CLIFTON  
**SURVEYOR** SHEPHARD-WESNITZER, INC.  
75 KALLOF PLACE  
SEDONA, AZ 86336  
(958) 282-1061  
ARON M. REAY, RLS 60237  
SW JOB# 19168

**SURVEYOR'S NOTES:**

1. THIS DOCUMENT MAY NOT SHOW ALL EASEMENTS AND RIGHTS OF WAY THAT MAY AFFECT THE PROPERTY. A TITLE REPORT IS RECOMMENDED TO REVEAL THE NATURE OF SAME.
2. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE.
3. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM AERIAL SURVEY CONDUCTED BY COOPER AERIAL SURVEYS CO. ON AUGUST 27, 2019. AERIAL SURVEY DATA HAS BEEN AUGMENTED WITH DATA GATHERED IN THE FIELD WITH CONVENTIONAL SURVEY METHODS.
4. THE CENTERLINE GEOMETRY FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK WAS ESTABLISHED USING FOUND MONUMENTS AND THE RECORDED DOCUMENTS REFERENCED HEREON. SAID CENTERLINE IS CONGRUENT WITH THE ORIGINAL LOT LINES AT THE CENTER LINE OF THE PRIVATE EASEMENT GRANTED ON THE FINAL PLAT OF AAA INDUSTRIAL PARK WITH THE FOLLOWING EXCEPTION: FOUND MONUMENTS ALONG SAID CENTERLINE WERE HELD AND CURVE RADIi HAVE BEEN ADJUSTED TO CREATE AND PRESERVE TANGENTIAL RELATIONSHIPS BETWEEN LINES AND CURVES ALONG SAID CENTERLINE.
5. THE SOUTHERLY RIGHT OF WAY LINES FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK WERE ESTABLISHED BY HOLDING FOUND MONUMENTS PREVIOUSLY SET BY OTHER SURVEYORS ALONG THE ORIGINAL EASEMENT LINES AS GRANTED ON THE FINAL PLAT FOR AAA INDUSTRIAL PARK BECAUSE OF IRREGULARITIES IN MONUMENTATION, THESE RIGHT OF WAY LINES ARE NOT PARALLEL.
6. LOT LINES WITHIN AAA INDUSTRIAL PARK HAVE CHANGED SIGNIFICANTLY FROM THE PLATTED LOCATIONS. PROPERTY LINES SHOWN HEREON ARE AS THEY EXIST AS OF THE DATE OF THIS SURVEY. YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBERS ARE SHOWN IN ADDITION TO LOT NUMBERS.
7. THE PURPOSE OF THIS MINOR PLAT AMENDMENT IS TO DEDICATE THE EXISTING PORTION OF SHELBY DRIVE WITHIN THE AAA INDUSTRIAL PARK SUBDIVISION TO THE CITY OF SEDONA AS PUBLIC RIGHT-OF-WAY, WHICH CONSEQUENTLY REQUIRES AN EQUITABLE ADJUSTMENT OF SOME LOT LINES WITHIN THE SUBDIVISION.
8. OWNERS HEREBY DEDICATE TO THE CITY OF SEDONA A TEMPORARY, NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON ALL AREAS DESIGNATED ON THIS PLAT AS "TEMPORARY CONSTRUCTION EASEMENT" OR "TCE". SAID EASEMENTS SHALL AUTOMATICALLY EXPIRE UPON COMPLETION OF CONSTRUCTION OF COMMON ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS.

**CERTIFICATE OF LAND SURVEYOR**

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED FINAL PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

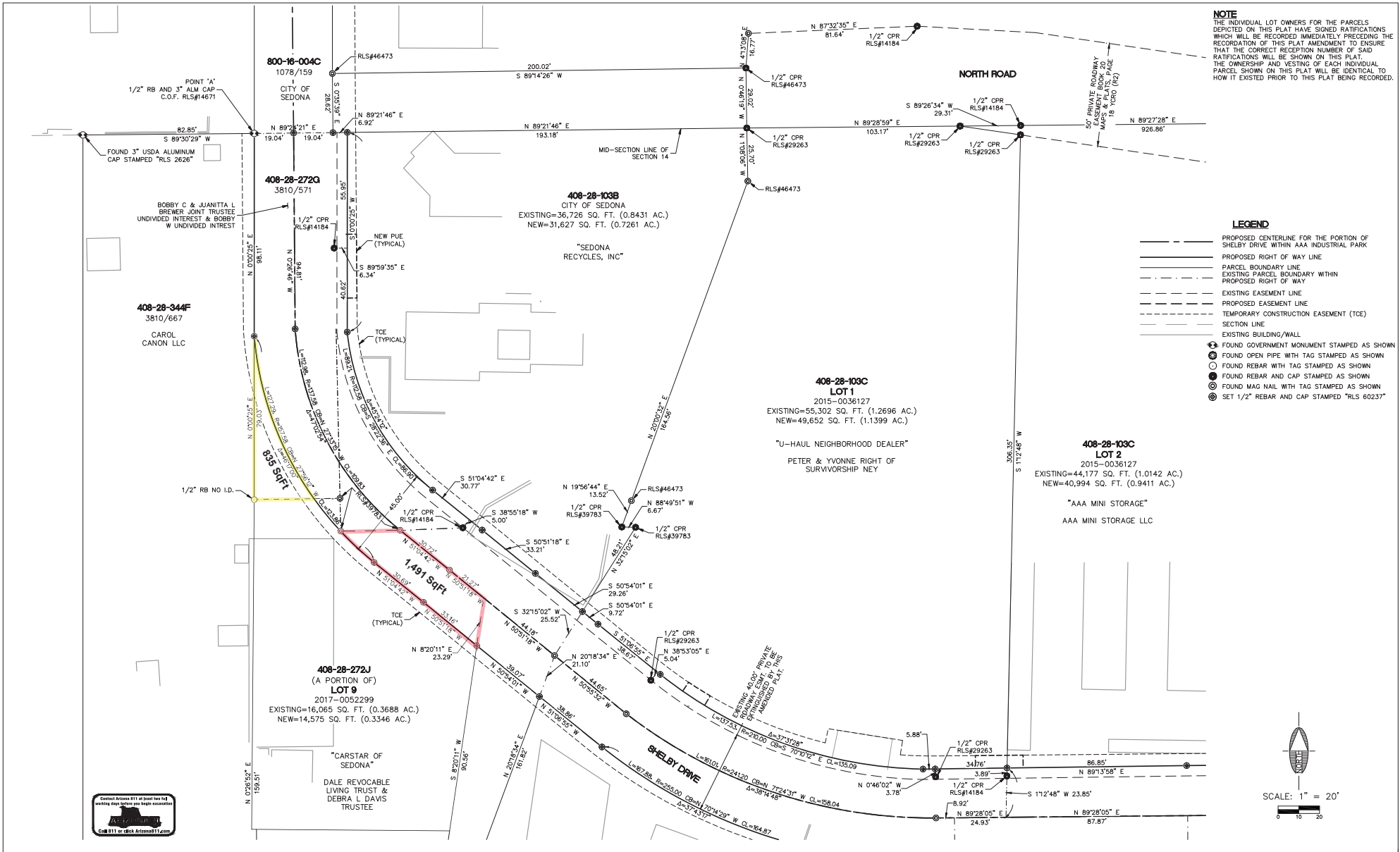
REGISTERED LAND SURVEYOR  
ARON M. REAY, RLS 60237



Symbol	Revisions	Date	Appr.

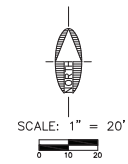


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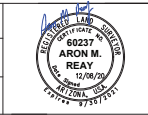
**NOTE**  
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- LEGEND**
- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
  - PROPOSED RIGHT OF WAY LINE
  - PARCEL BOUNDARY LINE
  - - - EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
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  - SECTION LINE
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  - ⊗ FOUND REBAR WITH TAG STAMPED AS SHOWN
  - ⊕ FOUND REBAR AND CAP STAMPED AS SHOWN
  - ⊙ FOUND MAG NAIL WITH TAG STAMPED AS SHOWN
  - ⊕ SET 1/2" REBAR AND CAP STAMPED "RLS 60237"



Symbol	Revisions	Date	Appr.

Designed by: AMR  
 Date: 10/29/2019  
 Drawn by: AMR/SJV  
 Scale: 1"=20'  
 Checked by: AMR  
 Project Code: 19168



**SWI**  
 Shephard & Wesntzer, Inc.  
 75 Kellief Place  
 Sedona, AZ 86336  
 928.282.1061  
 928.282.2058 fax  
 www.swioz.com

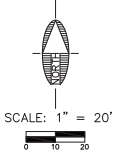
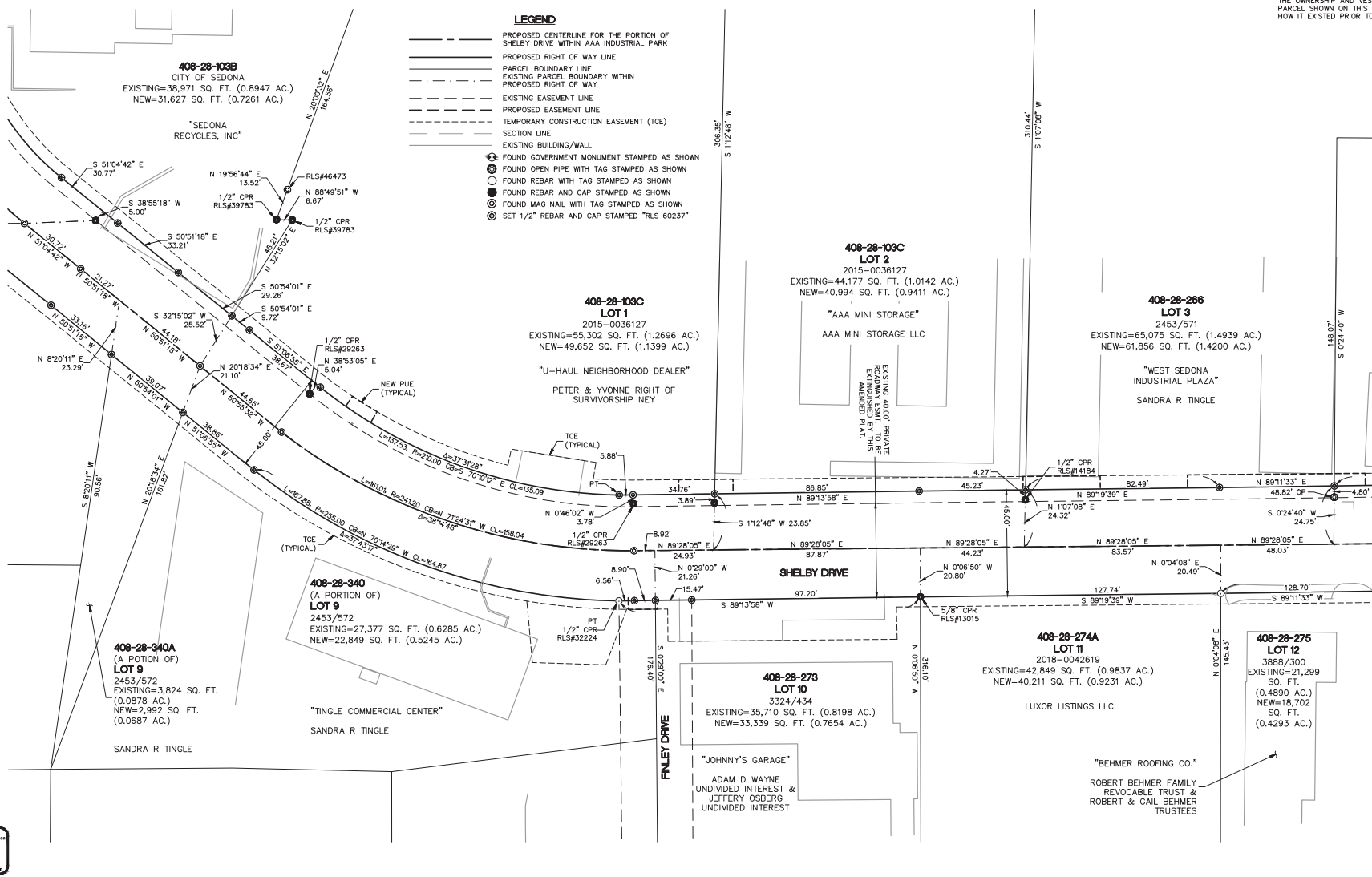
**CITY OF SEDONA**  
 PUBLIC WORKS DEPARTMENT  
 102 ROADRUNNER DRIVE  
 SEDONA, ARIZONA 86336  
 928-204-7111

MINOR PLAT AMENDMENT  
 PZ20-0000X  
 RIGHT-OF-WAY DEDICATION  
 AAA INDUSTRIAL PARK

SHEET ID  
 FP2  
 SHEET NO.  
 2 OF 5

**NOTE**  
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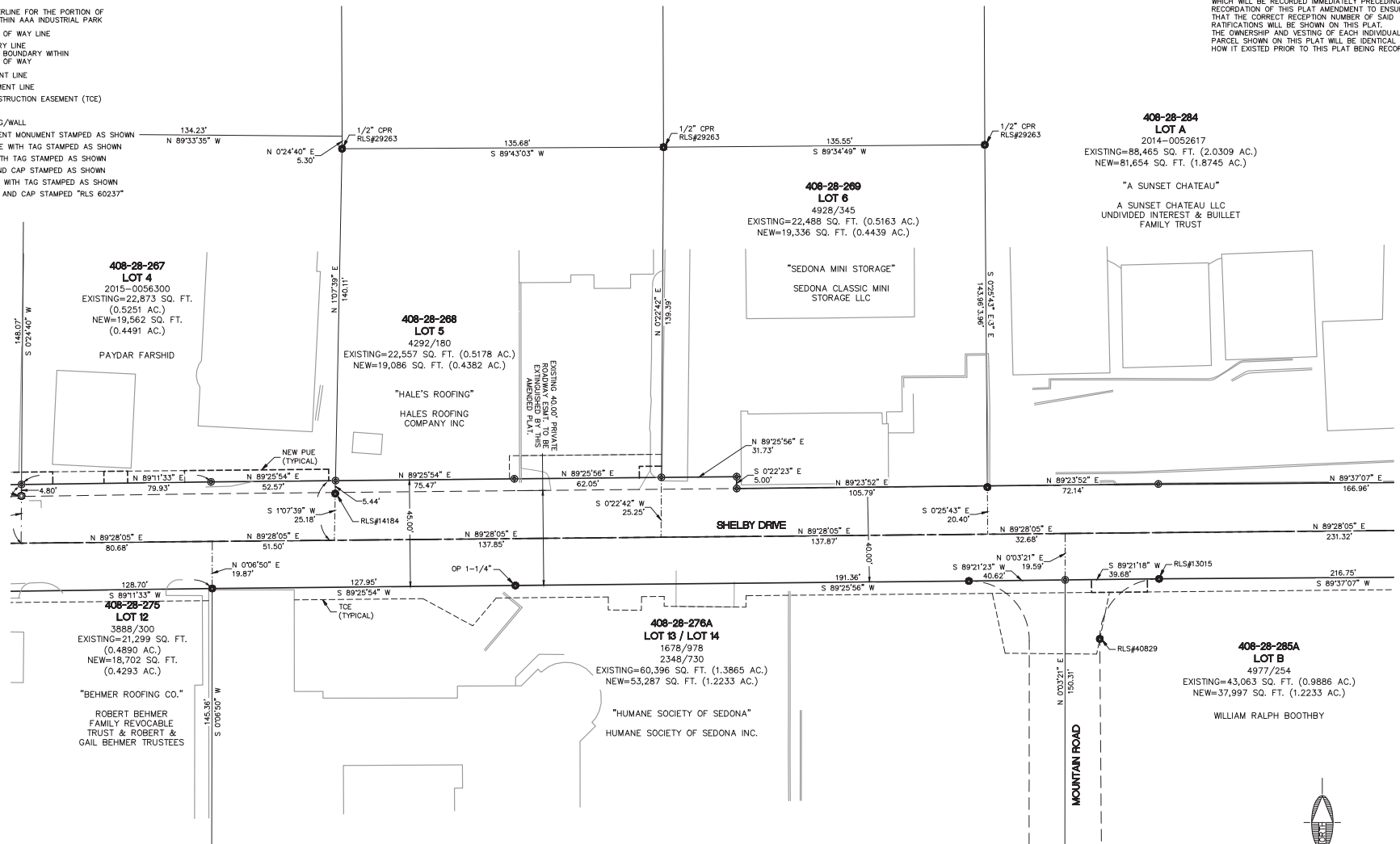
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Symbol	Revisions	Date	Appr.	Designed by: AMR	Date: 10/29/2019			75 Kallot Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swioz.com		<b>CITY OF SEDONA</b> PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 928-204-7111	MINOR PLAT AMENDMENT PZ20-000X RIGHT-OF-WAY DEDICATION AAA INDUSTRIAL PARK	SHEET ID FP3						
			Drawn by: AMR/SJV	Scale: 1"=20'													SHEET NO. 3 OF 5	
			Checked by: AMR	Project Code: 19168														

**LEGEND**

- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
- PROPOSED RIGHT OF WAY LINE
- PARCEL BOUNDARY LINE
- EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
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**408-28-284 LOT A**  
 2014-0052617  
 EXISTING=88,465 SQ. FT. (2.0309 AC.)  
 NEW=81,654 SQ. FT. (1.8745 AC.)  
 "A SUNSET CHATEAU"  
 A SUNSET CHATEAU LLC  
 UNDIVIDED INTEREST & BUILLET FAMILY TRUST

**408-28-269 LOT 6**  
 4928/345  
 EXISTING=22,488 SQ. FT. (0.5163 AC.)  
 NEW=19,336 SQ. FT. (0.4439 AC.)  
 "SEDONA MINI STORAGE"  
 SEDONA CLASSIC MINI STORAGE LLC

**408-28-268 LOT 5**  
 4292/180  
 EXISTING=22,557 SQ. FT. (0.5178 AC.)  
 NEW=19,086 SQ. FT. (0.4382 AC.)  
 "HALE'S ROOFING"  
 HALES ROOFING COMPANY INC

**408-28-267 LOT 4**  
 2014-0056300  
 EXISTING=22,873 SQ. FT. (0.5251 AC.)  
 NEW=19,562 SQ. FT. (0.4491 AC.)  
 PAYDAR FARSHID

**408-28-275 LOT 12**  
 3888/300  
 EXISTING=21,299 SQ. FT. (0.4890 AC.)  
 NEW=18,702 SQ. FT. (0.4293 AC.)  
 "BEHMER ROOFING CO."  
 ROBERT BEHMER FAMILY REVOCABLE TRUST & ROBERT & GAIL BEHMER TRUSTEES

**408-28-276A LOT 13 / LOT 14**  
 1678/978  
 2348/730  
 EXISTING=60,396 SQ. FT. (1.3865 AC.)  
 NEW=53,287 SQ. FT. (1.2233 AC.)  
 "HUMANE SOCIETY OF SEDONA"  
 HUMANE SOCIETY OF SEDONA INC.

**408-28-285A LOT B**  
 4977/254  
 EXISTING=43,063 SQ. FT. (0.9886 AC.)  
 NEW=37,997 SQ. FT. (1.2233 AC.)  
 WILLIAM RALPH BOOTHBY



SCALE: 1" = 20'  
 0 10 20



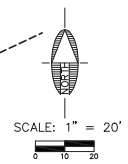
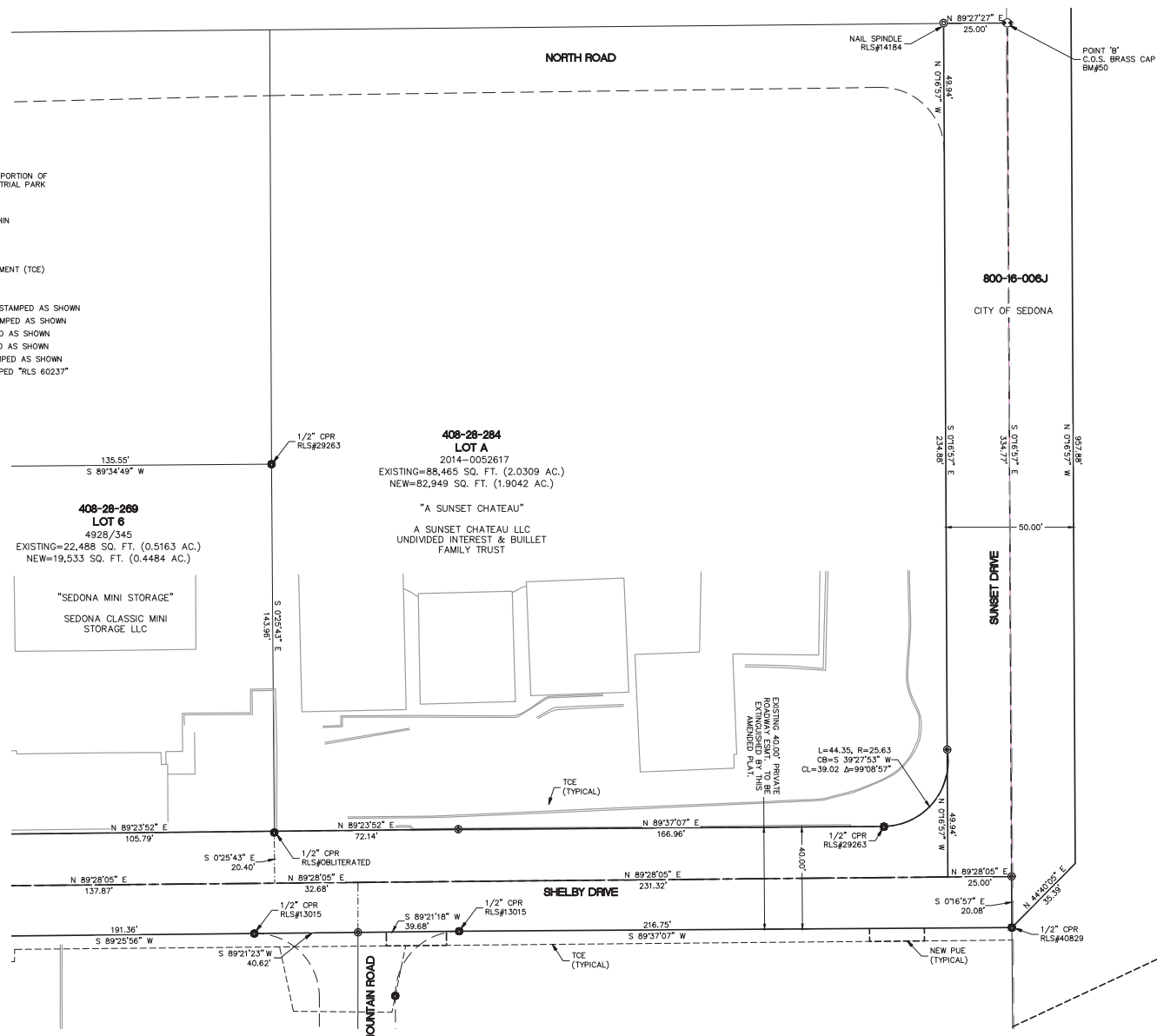
Symbol	Revisions	Date	Appr.	Designed by: AMR	Date: 10/29/2019			75 Kallot Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swioz.com		CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 928-204-7111	MINOR PLAT AMENDMENT PZ20-000X RIGHT-OF-WAY DEDICATION AAA INDUSTRIAL PARK	SHEET ID FP4
				Drawn by: AMR/SJV	Scale: 1"=20'							SHEET NO. 4 OF 5
				Checked by: AMR	Project Code: 19168							

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**NOTE**  
 THE INDIVIDUAL LOT OWNERS FOR THE PARCELS  
 DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS  
 WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE  
 RECORDATION OF THIS PLAT AMENDMENT TO ENSURE  
 THAT THE CORRECT RECEPTION NUMBER OF SAID  
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 THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL  
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**LEGEND**

- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
- PROPOSED RIGHT OF WAY LINE
- PARCEL BOUNDARY LINE
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Symbol	Revisions	Date	Appr.

Designed by:	AMR	Date:	10/29/2019
Drawn by:	AMR/SJV	Scale:	1"=20'
Checked by:	AMR	Project Code:	19168



75 Kallot Place  
 Sedona, AZ 86336  
 928.282.1061  
 928.282.2058 fax  
 www.swioz.com



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

**MINOR PLAT AMENDMENT**  
**PZ20-000X**  
**RIGHT-OF-WAY DEDICATION**  
**AAA INDUSTRIAL PARK**

SHEET ID	FP5
SHEET NO.	5 OF 5

Recorded at the request of:  
CITY OF SEDONA

After recording, please return to:  
SEDONA CITY CLERK'S OFFICE  
102 ROADRUNNER DRIVE  
SEDONA, AZ 86336

---

***Document to be recorded:***

Quit-Claim Deed

***Parties:***

City of Sedona

***and:***

Allredge Enterprises, LLC

***Assessor's Parcel Number:***

408-28-272G

***County:***

Yavapai

**When Recorded Return to:**

Sedona City Clerk’s Office  
102 Roadrunner Drive  
Sedona, AZ 86336

APN: 408-28-272G

Exempt from Affidavit under  
A.R.S. § 11-1134(A)(3)

**QUIT-CLAIM DEED**

For the consideration of Ten Dollars, and other valuable consideration, **THE CITY OF SEDONA**, an Arizona municipal corporation, as GRANTOR, conveys title to the following described real property (the Subject Property) located in Yavapai County, Arizona, to ALLDREDGE ENTERPRISES, LLC, as GRANTEE:

**A Legal Description of the Subject Property is attached hereto and incorporated by reference herein.**

The GRANTEE assumes the costs of maintaining the Subject Property and liability for the Subject Property.

This conveyance is subject to any existing utility or drainage easements and to any reservations in deeds or patents, encumbrances, liens, limitations, covenants, restrictions, and estates as they may appear of record.

DATED this \_\_\_\_ day of March 2023.

GRANTOR: CITY OF SEDONA, an Arizona municipal corporation

\_\_\_\_\_  
Scott M. Jablow, Mayor

Attest: \_\_\_\_\_  
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA            )  
  ) ss.  
County of Yavapai            )

On this the \_\_\_\_ day of March 2023, before me, the undersigned officer, personally appeared Scott Jablow, the Mayor of the City of Sedona, Arizona, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he/she executed the above attached document.

\_\_\_\_\_  
Notary Public

GRANTEE: ALLDREDGE ENTERPRISES, LLC

\_\_\_\_\_  
Debra L. Davis, Trustee of the Debra L. Davis Trust  
UTA Dale Revocable Living Trust, dated September 29, 2017,  
MEMBER

\_\_\_\_\_  
William D. Alldredge Jr., Trustee of the William D. Alldredge Trust  
UTA Dale Revocable Living Trust, dated September 29, 2017,  
MEMBER

STATE OF ARIZONA            )  
  ) ss.  
County of Yavapai            )

On this the \_\_\_\_ day of March 2023, before me, the undersigned officer, personally appeared Debora L Davis, Trustee of the Debra L. Davis Trust, UTA Dale Revocable Living Trust, dated September 29, 2017, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose contained therein.

\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE     )  
  ) ss.  
County of Williamson     )

On this the \_\_\_\_ day of March 2023, before me, the undersigned officer, personally appeared William D. Aldredge Jr., Trustee of the William D. Aldredge Jr., Trust, UTA Dale Revocable Living Trust, dated September 29, 2017, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose contained therein.

\_\_\_\_\_  
Notary Public



Legal Description  
Shelby Drive Right of Way  
SWI Job #22140  
October 3, 2022  
APN: 408-28-272G

The following is a description of a parcel of land being a portion of that certain parcel of land described in Reception No. 2022-0013018 in the Yavapai County Recorder's official records; also being a portion of Lot 9, AAA Industrial Park as recorded in book 20 of Maps and Plats, page 18 in the Yavapai County Recorder's official records and shown on Minor Plat Amendment for AAA Industrial Park as recorded in Reception No. 2021-0040024 in the Yavapai County Recorder's official records; lying in Section 14, Township 17 North, range 5 East, Gila and Salt River Meridian, City of Sedona, Yavapai County Arizona, more particularly described as follows:

Beginning at the southwest corner of said parcel of land described in Reception No. 2022-0013018 in the Yavapai County Recorder's official records;

Thence North 89°08'32" East, a distance of 28.94 feet to a point on the southerly right of way line of Shelby Drive as shown on Minor Plat Amendment for AAA Industrial Park as recorded in Reception No. 2021-0040024 the beginning of a curve concave to the east having a radius of 157.58 feet and a central angle of 30°49'15" and being subtended by a chord which bears North 20°12'20" West 83.75 feet;

Thence northwesterly and northerly along said curve, a distance of 84.77 feet;

Thence leaving said southerly right of line of Shelby Drive South 00°00'25" West, a distance of 79.03 feet to the Point of Beginning True Point of Beginning;

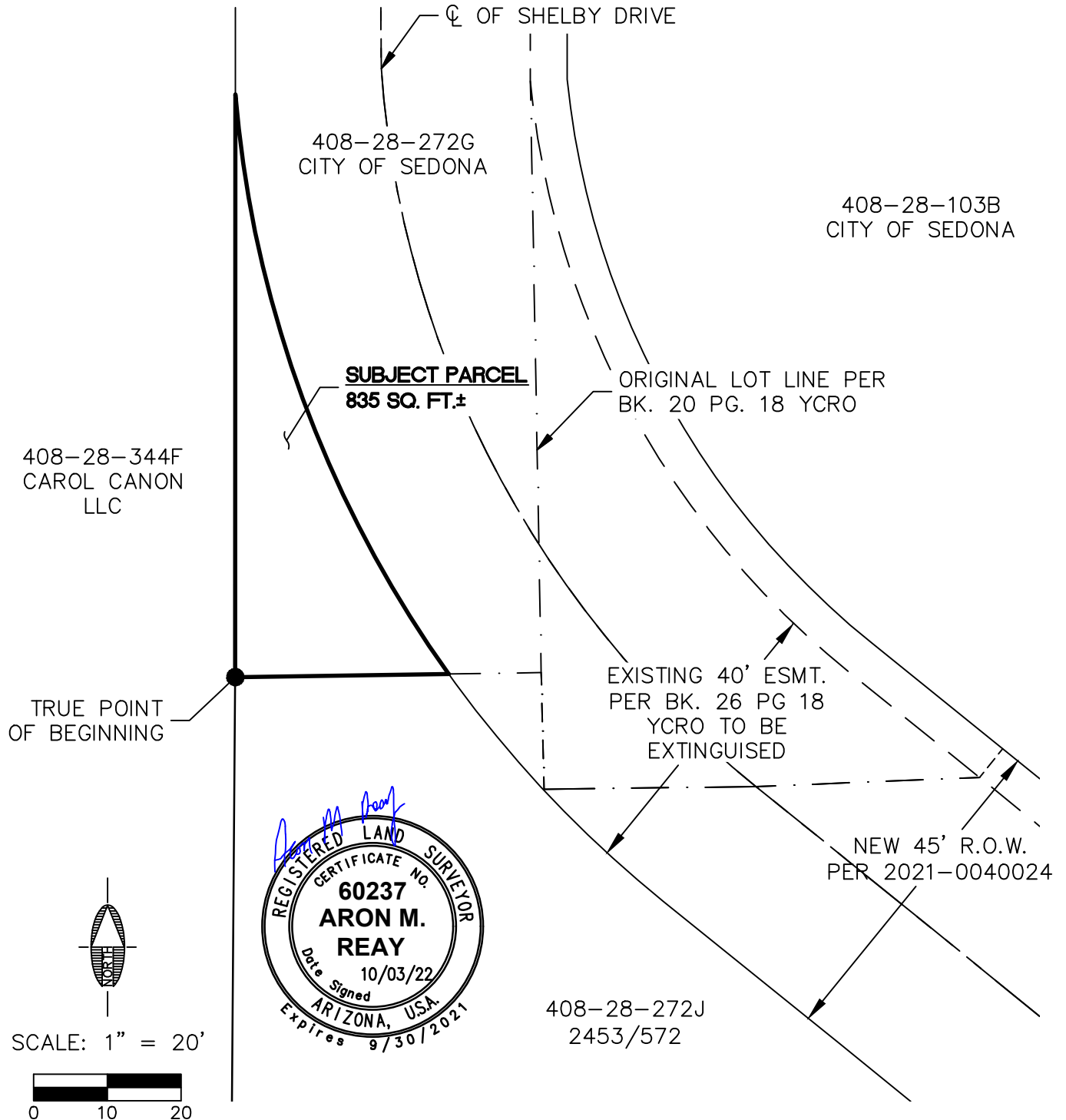
Containing 835 square feet (0.0189 acres), more or less.

This legal description was prepared by Aron M. Reay, RLS at the request of Shephard-Wesnitzer, Inc.



# SURVEYOR'S NOTES:

1. THIS DOCUMENT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY.
2. THIS DOCUMENT MAY NOT SHOW ALL EASEMENTS AND RIGHTS OF WAY THAT MAY AFFECT THE PROPERTY. A TITLE REPORT IS RECOMMENDED TO REVEAL THE NATURE OF SAME.



Legal Description  
Shelby Drive Right of Way  
SWI Job #22140  
October 3, 2022  
APN: 408-28-272G

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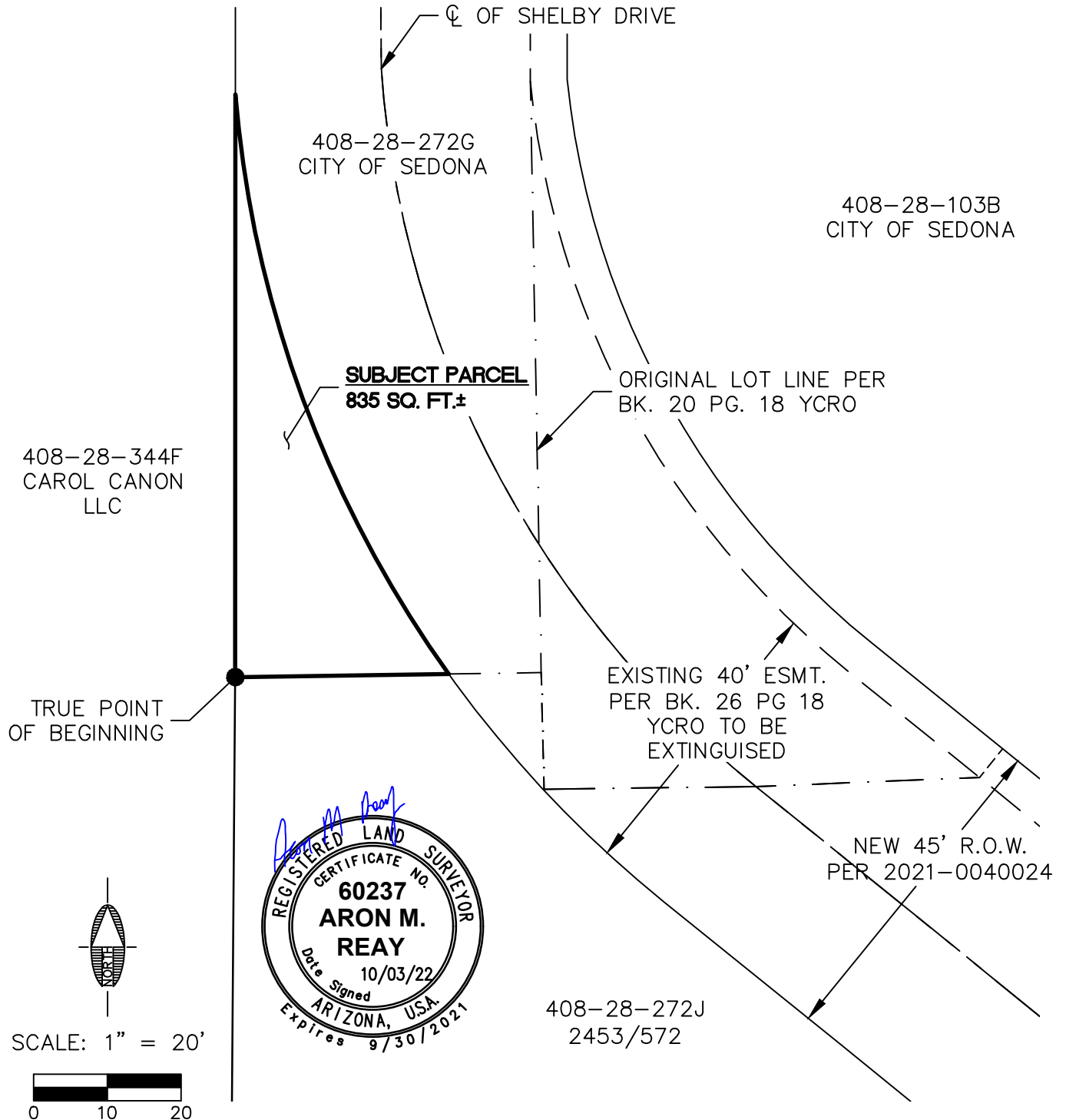
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**CITY COUNCIL  
AGENDA BILL**

**AB 2928  
March 14, 2023  
Regular Business**

**Agenda Item: 8a**

**Proposed Action & Subject:** Discussion/presentation by Executive Director Judy Poe of the Sedona Public Library to provide an update to the City Council on library activities, accomplishments and general service provision to the community.

**Department** City Manager

**Time to Present** 15 minutes

**Total Time for Item** 30 minutes

**Other Council Meetings** N/A

**Exhibits** None

City Attorney Approval	Reviewed 3/07/23 KWC	<b>Expenditure Required</b>
		\$ N/A
City Manager's Recommendation	For presentation and discussion only.	<b>Amount Budgeted</b>
		\$ N/A
		Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** As part of the provider agreements between the City of Sedona and each of the city-funded non-profit community service providers, including the Sedona Public Library, the organizations are asked to present periodic updates to the City Council. It has now been several years since the last presentations were made. Since the provider agreements are being considered for renewal for FY2024, it is a good time to have all the service organizations provide an update to the City Council on the services they are providing for the benefit of the community.

Judy Poe, Executive Director of the Sedona Public Library will be the first presenter. The other service providers will present at various upcoming City Council meetings.

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

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

**Alternative(s):**

**MOTION**

**I move to:** for presentation/discussion only



**CITY COUNCIL  
AGENDA BILL**

**AB 2923  
March 14, 2023  
Regular Business**

**Agenda Item: 8b**

**Proposed Action & Subject:** Discussion/possible action regarding a scope of services and Professional Services Agreement with Kimley-Horn and Associates in the amount of \$148,000 for an Uptown Parking Alternatives and Site Analysis.

<b>Department</b>	Public Works
<b>Time to Present</b>	10 minutes
<b>Total Time for Item</b>	45 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Scope of Work B. Professional Services Contract

<b>City Attorney Approval</b>	Reviewed 3/07/23 KWC	<b>Expenditure Required</b>	
		\$ 148,000	
<b>City Manager's Recommendation</b>	Approve a Professional Services Agreement with Kimley-Horn and Associates in the amount of \$148,000 for an Uptown Parking Alternatives and Site Analysis.	<b>Amount Budgeted</b>	
		\$ 4,877,193 (FY23 budget balance available)	
		Account No. (Description)	22-5320-89-68A4
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

Staff is requesting approval of a Professional Services Contract with Kimley-Horn and Associates, Inc (KHA) in the amount of \$148,000 for the Uptown Parking Alternatives Analysis and Site Selection (Study).

The Study is in follow-up to the 2019 – “Uptown Sedona Parking Facility Needs, Siting Design Concept Assessment & Parking in Lieu Fee Analysis”, completed by Walter P Moore (WPM) and serves to re-visit the findings and conclusions of the WPM study relative to the need for a parking garage on Forest Road and whether it will serve to support current and future transportation/transit and parking management plans, goals, and objectives, The Study will re-examine if a parking garage is needed; if the Forest Road location (430 and 460 Forest Road) is the best location for a parking garage; and how the Uptown parking system and proposed garage would serve to support the City’s Overall Plans and Vision.

The Study will utilize a work group comprised of city staff, as well as business and neighborhood representatives to provide input and direction on key aspects of the study. The Study scope of services includes two (2) Council work sessions and a Public Open House

Meeting. As noted in Exhibit A, the work associated with Task 2: Parking Inventory/Occupancy Update, has been issued as a separate contract in the amount of \$36,000 to begin data collection in March 2023. The work and expenditure associated with the Task 2: Parking Inventory/Occupancy Update, is in addition to the Professional Services Contract, Scope of Work, and Expenditure defined in this Agenda Bill.

The proposed professional services contract with KHA is based on a direct selection method. KHA is uniquely qualified in providing the proposed services sought for the Study based on their prior experience and work background developing and planning many of the City's recent transportation and transit initiatives and strategy's. Further, having developed the City's current traffic model and actively maintaining the model they are able to quickly assess the impact of transportation changes and improvements.

**Background:**

The City Council has recently expressed concern regarding the need and location of the planned construction of the new Uptown Sedona Parking Garage on Forest Road. Accordingly, current design and development efforts for the project, have been placed on hold pending further study to reassess the findings and conclusions of the 2019 Walter P Moore parking facility needs and siting study, which serves as the basis for the City's current effort to develop a parking garage on Forest Road.

It is thought that more recent and accurate data is needed to substantiate the need for additional parking, or to consolidate existing parking, as well as to conduct a broader assessment on the best location for a parking garage in the context of more recent transportation/transit plans, goals and objectives, the City's Community Plan and Vision, and the recent evaluation study.

Design and development for the Uptown Sedona Parking Garage has been underway since City Council authorization of a professional services contract with Gabor Loran Architects on November 24, 2020, and currently stands at approximately 80% complete. Design and development on the project is also being overseen by McCarthy Building Companies, Inc. acting as Construction Manager at Risk (CMAR) on the project through a contract authorized by Council on May 25, 2021.

Previous studies, planning and analysis of historical relevance to the matter of parking in Uptown Sedona include the following:

- 2005 – Sedona Parking Management Plan (Parking Research and Solutions).  
A comprehensive parking analysis to evaluate parking demand and behavior in Uptown and Gallery Row along SR 179. Study resulted in a new Uptown Parking Management Plan with nine (9) recommendations for parking.
- 2012- Parking Management Plan Update (Nelson/Nygaard).  
With little progress made on implementing the 2005 Sedona Parking Management Plan recommendations the parking management was subsequently updated. The 2012 report validated the previous management plan following which significant progress was made towards implementing the recommendations. Additional public parking was added through public/private parking agreements, paid on-street parking, and maximizing utilization of existing parking space.

- 2013 – Community Plan Update.  
The City’s Community Plan Update identified the Uptown District of Sedona as a Community Focus Area (CFA). Objectives of the CFA plan included identifying the potential for other uses of existing surface parking if parking alternatives are established, analyze future parking needs and the need for consolidated parking facilities to serve existing and future development needs.
- 2018 – Sedona Transportation Master Plan (Kimley-Horn and Associates).  
The report identifies 13 multi-modal transportation strategies and guidance to address congestion and mobility needs of residents, visitors, and commuters. Among the strategies, Strategy 3 – Uptown Sedona Parking Improvements, recommended expansion of parking areas through additional parking lots, on-street parking, or a new parking garage.
- 2019 – Uptown Sedona Parking Facility Needs, Siting Design Concept Assessment & Parking In-Lieu Fee Analysis.  
The study analyzed future visitor growth and demand for parking as well as impacts on the parking system. The study also provided for alternative analysis for the development of future parking, together with development of design concepts, recommendations for financing mechanisms, and analysis of an in-lieu parking fee system.
- 2020 – Sedona Area Transit Implementation Plan.  
The final report completed in January 2020 reviewed previous transit related planning efforts and industry best practices to general concepts, created over many years of to the point of implementation. The study included examination of community condition, demographics. Local travel patterns, and visitor activities; stakeholder and community input, visitor interviews, transit demand estimation, identification of transit service criteria; identification of issues and challenges related to parking, roadway network, etc.; analysis of various service options; approach to governance; and funding options.
- 2020 – Site Acquisitions for the Uptown Sedona Parking Garage.  
Acquisition of property located 430 and 460 Forest Road to support the siting of the Uptown Parking Garage were approved by City Council on March 24, 2020.
- 2021 – Major Community Plan Amendment and Zone Change.  
With Planning and Zoning Commissions recommendation for approval the City Council voted to approve a Major Community Plan Amendment and Zone Change to allow for the development of a parking garage site at 430 and 460 Forest Road.

**Schedule:**

The evaluation is estimated to take approximately 6 months to complete. Assuming a notice to proceed date for the first part of April, the project should be completed by early October 2023.



**Budget:**

The Uptown Parking Garage (SIM-3a) project budget does not provide for professional services/costs pertaining to the Study in the current FY23; however, adequate budget capacity is available due to the delay in the project. To support the Study work completed in FY23, it is planned to utilize funding in the approximate amount of \$100,000 from the FY23 construction budget associated the Uptown Parking Garage (SIM-03a), the balance of work occurring in FY24 will be taken from a new budget line for that purpose under the Uptown Parking Garage.

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

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

**Alternative(s):** Council could elect not to approve a contract with Kimley-Horn Inc.

**MOTION**

**I move to:** approve a professional services contract with Kimley-Horn Inc. for an Uptown Parking Alternatives Analysis and Site Selection study in the amount of \$148,000.



March 1, 2023

J. Andy Dickey, PE  
Assistant City Manager/Director of Public Works  
City of Sedona, Arizona  
Public Works Department  
102 Roadrunner Drive  
Sedona, AZ 86336

[adickey@sedonaaz.gov](mailto:adickey@sedonaaz.gov)  
928-203-5039 (Direct)

**Re: Uptown Parking Alternatives Analysis and Site Selection**

Dear Mr. Dickey,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is presenting this proposal to conduct the Uptown Parking Alternatives Analysis and Site Selection. Our understanding is as follows.

**Project Understanding**

In November of 2019, the Sedona City Council voted to proceed with the design of a new Uptown parking garage intended to address perceived parking shortages and traffic congestion (both in Uptown and South of the Y). The Council selected the North Forest Road site based on a parking study completed by Walter P Moore entitled, "Uptown Sedona Parking Facility, Needs, Siting and Design Concept Assessment." The parking study, which was based on occupancy data collected May 30 – June 1, 2019, identified the Forest Rd location as the best overall site out of the nine locations considered. This site was rated highly based on several perceived advantages including:

- Relatively efficient potential footprint
- Serves an area of high demand for employee parking
- Located at the opposite end of Uptown from the Municipal Lot
- Well-situated to intercept vehicular demand arriving from the south
- Topography helps hide the structure and limit view corridor impacts
- Acceptable all-in costs including the price to purchase and clear the parcels for construction

Recently the City Council has expressed doubts concerning the Forest Road location, including the idea that a new parking garage may in fact invite new vehicular demand rather than reducing vehicular trips. The Council has requested a follow-up scope of work from the City’s traffic and engineering consultant (Kimley-Horn) to re-visit the parking study findings and determine:

- A. If the garage is needed,
- B. If the Forest Road location is still the best option,

- C. How would the Uptown public parking system, including the garage, would be best utilized to support the City's Overall Plans and Vision.

Based on our understanding of the Council's objectives, Kimley-horn proposes the following approach.

### **Scope Overview and Limitations**

The following scope of work is aimed at arriving at a "go / no-go" decision regarding the Forest Road parking garage location. Through this process we will provide the City Council with an overview of industry best practices, a primer on parking management and planning concepts (such as how parking can best used as part of an effective transportation demand management [TDM] program), and an easy to comprehend policy statement and criteria matrix on why the Forest Road parking garage was or was not selected.

Due to the investments the city has already made into parking studies and parking garage design this analysis must be substantially completed by the end of Summer 2023. This timeframe precludes some of the elements which are typically included in a full Parking Master Plan including stakeholder outreach, policy development, parking program review, and implementation guidelines.

For this reason, this study is scoped as parking alternative analysis and site selection for Uptown, to arrive at the afore-mentioned decision while identifying additional areas for public outreach, possible analysis, and program implementation, which would be addressed as a future phase of the work, completed after the initial study effort.

### **Scope of Work Tasks**

#### ***Task 1: Parking Task Force Working Group***

The Team will work with City Staff to identify a group of approximately eight (8) individuals – including city staff, business and neighborhood representatives -- that are interested in working on the Uptown parking management plan, policy, and garage go/no-go decision. Kimley-Horn will prepare a meeting schedule (held virtually), deliverable milestone schedule, templates, and study methodology that utilizes this group on an every-other-week to once-per-month basis to inform key decisions. These key decisions and working group deliverables will include the following:

- Draft policy statement (structured as goals, objectives, and strategies) aimed to support the Uptown Master Plan, Transportation Plan, and TDM objectives
- Summary of parking and traffic survey methodologies and variables used to inform visitor growth rate projections
- Updated garage site selection criteria with corresponding criteria weightings
- Preliminary site selection identification (if different from prior study)
- Preview and comment period on Council Workshop deliverables

**Estimated Fee: \$29,000**

## **Task 2: *Parking Inventory / Occupancy Update***

**In order to begin data collection in March 2023, a separate contract was issued. Parking inventory and occupancy data will be utilized to complete the Analysis. Excerpt Below is from the separate contract:**

*Kimley-Horn will collect parking survey data over four weekdays and four weekend days (eight days total both during peak and off-peak periods in Spring and early Summer 2023) to verify findings from the 2019 parking study. The inventory and occupancy collection areas will generally match the 2019 study areas and include all public, business/commercial, hotel lodging and on-street parking in each zone. Only private residential parking and secure-access garages will be excluded. Prior reports will be reviewed as a part of this task.*

*Survey methodology will include some combination of boots-on-the-ground validation of parking inventories and posted restrictions, drone-based occupancy surveys of public and private parking lots and on-street parking areas, and future employee versus visitor demand estimates. For occupancy counts, each area will be surveyed at consistent time periods throughout the day targeting: 9 AM, Noon, 3 PM and 6 PM.*

**Estimated Fee: Under Separate Contract**

## **Task 3: *Future Parking Needs and Demand Management Assessment***

Parking occupancy findings from the prior task will be mapped and summarized by neighborhood, user group, and zone and will utilize reasonable walk-shed criteria established by the Working Group. Supply and demand findings will be calibrated to a selected design day, peak, and average conditions utilizing our confirmed visitor demand methodology. Projected functional surplus and deficits will be summarized based on current and future visitations. Demand projections will incorporate the impacts of planned transit system improvements and the projected mode shifts due to anticipated TDM strategies and timeline (with demand reduction factors calculated based on industry-published guidelines on mode split impact of different strategies).

Pedestrian Destination and Length of Stay at specific businesses will also be analyzed. Businesses for this analysis will be identified through the Task Force Working Group.

**Estimated Fee: \$20,000**

## **Task 4: *Council Workshop #1***

Council Workshop #1 will include a 60–90-minute workshop aimed at creating a more advanced baseline understanding of parking planning concepts including downtown development and placemaking practices, walkability, transportation demand management, off-street parking and curb management, parking versus non-parking access alternatives,

and related concepts. We will provide an update on our parking inventory/occupancy findings and future parking needs projections.

Council will have an opportunity to review and weigh in on the draft policy statement and preliminary parking management recommendations. Workshop materials and format will be reviewed by the Working Group prior to this workshop.

**Estimated Fee: \$7,500**

**Task 5: *Public Open House***

Following the council workshop (same or next day), Kimley-Horn will host a public open house aimed at providing parking information and soliciting meaningful feedback from interested community members. At minimum, Kimley-Horn will prepare the following activities / stations: brief presentation & education session, interactive exercise(s), boards, printed maps, handouts, question & answer period, comment card station, attendee list, and sign-up option for digital project communications. Kimley-Horn will provide at least three (3) staff members to assist with hosting the open house. Kimley-horn will provide display boards, presentation materials, and all printed materials for the open house. We request the client's assistance in hosting the open house and our budget assumes that the city will provide the following:

- One to two City (or task force) staff members to help with community sign-in and staffing information stations
- City shall reserve the location, advertise the event, and provide for all event-related logistics (e.g., chairs, tables, easels, AV equipment, refreshments as needed, and any rental or other facility fees)

Our assumption is that foreign-language translation and/or hearing-impaired services will not be provided for this event, though these can be discussed if the need is anticipated.

Kimley-Horn will coordinate with the client at least one month and at least two weeks prior to the event to confirm all meeting logistics.

**Estimated Fee: \$10,000**

**Task 6: *Uptown Parking Management and TDM Strategy***

With input from the work group, we will draft a series of parking management and TDM recommendations (based on a range of projected future visitations to Sedona) to support one the three likely outcomes from the prior tasks: A) a garage at the North Forest Road site is still recommended, B) no garage is needed / recommended assuming appropriate strategies in place to management demand, or C) future parking is needed but a different site or massing is recommended. Parking management and TDM strategies will identify logical next steps and, as appropriate, make recommendations for updated policies, additional outreach, and/or additional analysis of study.

**Estimated Fee: \$25,000**

**Task 7: Uptown Parking Alternatives Analysis**

Utilizing findings from Tasks 1-6, Kimley-Horn will evaluate alternative sites, including re-evaluating the site selection analysis from the 2019 parking study. Parking alternatives will be evaluated through the context of the parking policy statement and the criteria matrix. Alternatives may range a garage is needed and a site shall be selected to a garage is not needed and other mobility infrastructure shall be implemented to ensure the long term viability of Uptown.

A minimum threshold will be developed for recommending future sites for further study. The methodology applied will be repeatable and defensible so that the community can see how an uptown parking determination was evaluated (and/or any future public parking options).

**Estimated Fee: \$15,000**

**Task 8: Traffic Impact Analysis**

Kimley-Horn's prior traffic analysis will be updated based on the findings from the above analysis. Based on the selected management approach we will modify our traffic model inputs based on likely user groups and parking locations (employees versus visitors), hours of the days, impact on transit and alternatives, and TDM strategies.

Methodologies for this task will be reviewed with the Advisory committee. The task includes fee for use the VISSIM software model (including Streetlight) to predict origin and destination of arriving and departing vehicles and model the potential outcomes of modified TDM or parking management approaches.

*Streetlight Origin-Destination Data. Kimley-Horn will analyze the data to identify the number of trips traveling SR 89A through Uptown from up to 12 unique zones surrounding SR 89A. This data will inform strategies to mitigate congestion.*

**Estimated Fee: \$14,000**

**Task 9: Council Workshop #2**

Council Workshop #2 will include a 60–90-minute workshop to review parking supply/demand findings, parking management and TDM recommendations and the parking garage site selection findings. The council will have an opportunity to weigh in and decide on a course of action to either verify the parking garage decision or revisit other options.

We anticipate that Workshop #2 power point and support materials (including maps) will be submitted as a public document and as the final report for this engagement. The Parking Working Group will be tasks with review of all draft final material before the council workshop.

**Estimated Fee: \$7,500**

## **Expenses**

*Origin-Destination Data (Replica or Streetlight). Kimley-Horn will analyze the data to identify the number of trips traveling through Uptown from up to 10 unique zones surrounding Uptown Sedona. This data will inform strategies to mitigate congestion.*

*Miovision Cameras will be used to capture traffic volumes to match collection times for parking inventory. Miovision charges an expense to process data in terms of pedestrian and vehicular counts.*

*Travel and Meals are included as an expense.*

*Reproduction and Boards for the council and public meetings are included.*

**Direct Expense: \$20,000**

## **Conclusion**

We appreciate the opportunity to provide these services to you and look forward to continuing to work with you to evaluate the parking in Uptown Sedona. If you decide to move forward with these services, please provide an executed contract and notice to proceed. Kimley-Horn will only commence services and authorize subconsultants to proceed following receipt of a fully executed contract.

Please contact me if you have any questions. I can be reached at 720-788-2483, or at [Jeremiah.Simpson@kimley-horn.com](mailto:Jeremiah.Simpson@kimley-horn.com).

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jeremiah Simpson  
Project Manager

EXHIBIT B

**DERIVATION OF COST PROPOSAL SUMMARY**

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Consultant	-	\$ 240.00	\$ -
Project Manager	130	\$ 230.00	\$ 29,900
Senior Engineer	110	\$ 220.00	\$ 24,200
Project Engineer/Designer	85	\$ 180.00	\$ 15,300
Analyst	260	\$ 160.00	\$ 41,600
Graphic Designer/GIS	90	\$ 150.00	\$ 13,500
Administrative	35	\$ 100.00	\$ 3,500
	710 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 128,000

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses \$ 20,000

Subtotal Estimated Expenses \$ 20,000

TOTAL PROJECT COST

\$ 148,000

\_\_\_\_\_  
Consultant Firm Signature

\_\_\_\_\_  
Date



City of Sedona  
 Uptown Parking Alternatives Analysis and Site Selection  
 Fee Proposal

TASK DESCRIPTION	SUBTOTAL	Project Manager	Senior Engineer	PE/ Designer	Analyst	Graphic Des/ GIS	Admin	Totals
		\$ 230.00	\$ 220.00	\$ 180.00	\$ 160.00	\$ 150.00	\$ 100.00	
<b>PHASE 1</b>								
<b>1 Parking Task Force Working Group</b>	<b>29,000.00</b>	<b>46</b>	<b>40</b>	<b>12</b>	<b>36</b>	<b>6</b>	<b>8</b>	<b>148</b>
Kick Off Meeting and Preparation	4,880.00	8	8		8			24
Monthly Meetings (Agenda, Notes, Prep): 6 meetings	15,440.00	24	24		24		8	80
Draft Policy Statement	3,280.00	8		8				
Site Selection Criteria	2,440.00	4	4		4			12
Preliminary Site Selection Identification	2,960.00	2	4	4		6		
<b>2 Parking Inventory and Occupancy Update</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Separate Contract</b>	<b>0.00</b>							
<b>3 Future Parking Needs and Demand Management Assessment</b>	<b>20,000.00</b>	<b>16</b>	<b>12</b>	<b>16</b>	<b>50</b>	<b>16</b>	<b>4</b>	<b>114</b>
Supply / Demand Analysis	5,700.00	6		8	18			32
Neighborhood Zone Analysis	4,600.00	4	4		10	8		26
Pedestrian Destination and Length of Stay Analysis	5,000.00	4	4	4	8	8		28
Future Needs and Management Memorandum	4,700.00	2	4	4	14		4	28
<b>4 Council Workshop #1</b>	<b>7,500.00</b>	<b>10</b>	<b>10</b>	<b>-</b>	<b>10</b>	<b>8</b>	<b>2</b>	<b>40</b>
Material Preparation (Boards, Power Point, etc)	4,600.00	4	4		10	8		26
Council Workshop	2,700.00	6	6					12
Summary	200.00						2	2
<b>5 Public Open House</b>	<b>10,000.00</b>	<b>10</b>	<b>10</b>	<b>-</b>	<b>20</b>	<b>8</b>	<b>11</b>	<b>59</b>
Material Preparation (Boards, Power Point, etc)	3,380.00	2	2		8	8		20
Notification	1,540.00				4		9	13
Open House	4,880.00	8	8		8			24
Summary	200.00						2	2
<b>6 Uptown Parking Management and TDM Strategy</b>	<b>25,000.00</b>	<b>24</b>	<b>12</b>	<b>20</b>	<b>54</b>	<b>28</b>	<b>4</b>	<b>142</b>
Preliminary Report	12,720.00	10	4	8	40	10	2	74
Final Report	7,320.00	10	4	8	10	6	2	40
Final Design Requirements	4,960.00	4	4	4	4	12		28
<b>7 Uptown Parking Alternatives Analysis</b>	<b>15,000.00</b>	<b>12</b>	<b>10</b>	<b>11</b>	<b>36</b>	<b>14</b>	<b>2</b>	<b>85</b>
Alternatives Analysis	5,520.00	6	6		12	6		30
Site Selection	3,540.00	2	2	4	12			20
Site Selection Memorandum	5,940.00	4	2	7	12	8	2	35
<b>8 Traffic Impact Analysis</b>	<b>14,000.00</b>	<b>2</b>	<b>6</b>	<b>26</b>	<b>44</b>	<b>2</b>	<b>2</b>	<b>82</b>
Preliminary Report	4,940.00		2	8	16	2	2	30
Final Report	3,180.00	2	2	2	12			18
VISSIM Modeling	4,160.00			16	8			24
Origin / Destination Analysis (using Streetlight)	1,720.00		2		8			10
<b>9 Council Workshop #2</b>	<b>7,500.00</b>	<b>10</b>	<b>10</b>	<b>-</b>	<b>10</b>	<b>8</b>	<b>2</b>	<b>40</b>
Material Preparation (Boards, Power Point, etc)	4,600.00	4	4		10	8		26
Council Workshop	2,700.00	6	6					12
Summary	200.00						2	2
<b>TOTAL PHASE 1</b>	<b>128,000.00</b>	<b>130</b>	<b>110</b>	<b>85</b>	<b>260</b>	<b>90</b>	<b>35</b>	<b>710</b>
<b>SUBTOTAL DIRECT LABOR</b>	<b>128,000.00</b>	<b>130</b>	<b>110</b>	<b>85</b>	<b>260</b>	<b>90</b>	<b>35</b>	<b>710</b>
<b>Expenses</b>	<b>20,000.00</b>							
Travel	7,000.00							
Collection Data (Miovision, Streetlight, Replica)	12,000.00							
Reproduction/Boards	1,000.00							
<b>CONTRACT TOTAL</b>	<b>148,000.00</b>	<b>130</b>	<b>110</b>	<b>85</b>	<b>260</b>	<b>90</b>	<b>35</b>	<b>710</b>

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

This Professional Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (“Effective Date”), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Kimley-Horn and Associates (“CONSULTANT”).

**RECITALS**

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

**AGREEMENT**

The parties agree as follows:

**1. SCOPE OF WORK.**

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

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

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

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of \$148,000.00. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

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

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

7. **INSURANCE.**

A. General:

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

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits

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

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

- E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
  - F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
  - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
  - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
  - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. **TERM; TERMINATION.**
- A. Term. This Agreement shall terminate on June 1, 2024, or at such time as the work in the Scope of Work is completed, whichever occurs first.
  - B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If,

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

- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
- E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

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

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

13. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

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

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

- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
- B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or



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

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

E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

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

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

18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

19. **CONFLICT OF INTEREST.** From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

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

CITY: City of Sedona  
Attn: Karen Osburn, City Manager  
102 Roadrunner Drive  
Sedona, AZ 86336

CONSULTANT: Kimley-horn and Associates  
201 N Montezuma, Suite 206  
Prescott, AZ 86301

21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:

Exhibit A Scope of Work

Exhibit B Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

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

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

**CITY OF SEDONA, ARIZONA**

KIMLEY- HORN AND ASSOCIATES, INC  
CONSULTANT FIRM NAME

\_\_\_\_\_  
Karen Osburn, City Manager

By:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney

## **EXHIBITS**

### **Exhibit A**

- Scope of Work and Associated Costs.

### **Exhibit B**

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



**CITY COUNCIL  
AGENDA BILL**

**AB 2926  
March 14, 2023  
Regular Business**

**Agenda Item: 8c**

**Proposed Action & Subject:** Discussion/possible action regarding a Resolution requesting that Sedona OHV Rental Companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles.

<b>Department</b>	City Council
<b>Time to Present</b>	15 minutes
<b>Total Time for Item</b>	45 minutes
<b>Other Council Meetings</b>	NA
<b>Exhibits</b>	A. Resolution

<b>City Attorney Approval</b>	Reviewed 3/07/23 KWC	<b>Expenditure Required</b>	
		\$ NA	
<b>City Manager's Recommendation</b>	Approve the resolution requesting that Sedona OHV Rental Companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles.	<b>Amount Budgeted</b>	
		\$ NA	
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** The Sustainable Tourism Plan (STP), adopted by the Sedona City Council in 2019, includes initiatives that lessen tourism impact to residents including noise, air, and light pollution. Tactic B6.1 focuses on Off Highway Vehicles (OHVs) and tactic B6.2 on Helicopter Tours.

The City of Sedona convened an OHV workgroup concurrent with the development of the STP to address the negative impacts of OHVs including noise and neighborhood disruption. That group made a series of recommendations, also in 2019, including educating visitors on responsible OHV use primarily through messaging on websites and other means. This tactic has not achieved its desired result and neighborhoods are still being devastated by noise and other intrusions by OHVs. Another group, the Greater Sedona Recreation Collaborative (GSRC) was convened in 2022 to further address OHV issues and motorized trail use in and around Sedona. Although that group's work is underway, new strategies are needed now and can be pursued in tandem with these other efforts.

Initiatives regarding helicopter tours and their noise impacts have been more successful. After many months of negotiations, Sedona Air Tours and Guidance Air committed to noise reduction efforts designed to mitigate airport noise impacting resident quality of life. This voluntary agreement for “no-fly” zones has significantly reduced helicopter noise in and around the city. The agreement was a collaborative effort between many organizations including the Sedona Chamber of Commerce and Tourism Bureau, the City of Sedona, Yavapai County, the Sedona Airport Authority and Keep Sedona Beautiful.

Sedona OHV companies could enter into a voluntary agreement as was accomplished with helicopter companies in 2020. It is the desire of residents that City Council encourage the pursuit of such an initiative through collaboration with Red Rock OHV Conservation Crew, Tread Lightly and other appropriate parties. The passage of this resolution, which requests that Sedona OHV rental companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles, would begin that process. This resolution is being proposed by Mayor Jablow and Vice Mayor Ploog. If supported by the City Council, the Mayor, Vice Mayor and City Manager will work with key stakeholders in further pursuit of this effort.

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

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

**Alternative(s):**

## **MOTION**

**I move to:** approve Resolution 2023-\_\_ requesting that Sedona OHV Rental Companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles.

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
REQUESTING VOLUNTARY OFF-HIGHWAY (OHV) NOISE REDUCTION.**

WHEREAS, the greater Sedona area is known and treasured for its tranquil environment; and

WHEREAS, Off-Highway Vehicle (OHV) rentals have increased greatly in the City of Sedona resulting in a commensurate increase in the noise generated by those OHVs; and

WHEREAS, residents of Sedona lodge frequent complaints about OHV disturbing the tranquility of their neighborhoods; and

WHEREAS, replacement products and technologies are available that will reduce the decibels output by OHVs, including but not limited to exhaust systems, tires, and electric vehicles; and

WHEREAS, the City of Sedona strives to foster a tranquil environment by supporting OHV noise reduction initiatives, like the successful 2020 voluntary agreement to reduce helicopter noise.

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

The City Council requests that Sedona OHV Rental Companies launch a voluntary OHV Noise Reduction Initiative to identify and implement methods of reducing the noise generated by their rental vehicles.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 14<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Scott M. Jablow, Mayor

ATTEST:

\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney



**CITY COUNCIL  
AGENDA BILL**

**AB 2861  
March 14, 2023  
Regular Business**

**Agenda Item:** 8d

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

<b>Department</b>	City Manager
<b>Time to Present</b>	15 Minutes
<b>Total Time for Item</b>	30 Minutes
<b>Other Council Meetings</b>	January 24, 2023; February 14, 2023; February 28, 2023
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 3/07/23 KWC	<b>Expenditure Required</b>	\$ N/A
City Manager's Recommendation	For information and discussion only.	<b>Amount Budgeted</b>	\$ N/A
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

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

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

**Alternative(s):** None

**MOTION**

**I move to:** for presentation and direction purposes only.