



Tourism & Events Department  
7506 E. Indian School Road  
Scottsdale, AZ 85251  
480.312.7177

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**To:** Honorable Mayor Borowsky and City Council  
**From:** Rachel Smetana, Director  
**Date:** January 26, 2026  
**Subject:** 2026-015-COS – contract clarification

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This memo is to clarify that Contract 2026-045-COS, if approved by City Council, will be funded from the portion of Tourism Development Fund allocated for city destination marketing. The resolution and council report identified the correct funding; however, a contract recital and section 1.2 incorrectly stated "portion allocated to event development." This error is now corrected.

# CITY COUNCIL REPORT



Meeting Date: **January 27, 2026**  
 General Plan Element: **Economic Development**  
 General Plan Goal: **Sustain Scottsdale as a tourist destination.**

## **ACTION**

**Western Spirit Scottsdale's Museum of the West Marketing.** Adopt Resolution No. 13580 authorizing funding for the Western Spirit Scottsdale's Museum of the West marketing of the Grand Opening of the Louis Sands IV Center Museum expansion and four new exhibits, including the Basha Western Art Collection, in a recommended amount of \$90,000 from the portion of the FY 2025/26 Tourism Development Fund that is allocated toward destination marketing and approve Agreement No. 2026-015-COS with the Museum of the West, Inc.

## **BACKGROUND**

Museum of the West, Inc. is requesting \$90,000 in support of a one-time funding agreement for marketing the grand opening of the Louis Sands IV Center Museum expansion and Basha Western Art Collection. The Louis Sands IV Center will provide four expanded exhibits, and premiere art collections made possible by private and public support.

Art and culture are important components of Scottsdale's overall tourism image. Art events help increase national and international visibility for Scottsdale as a desirable tourist destination. Western Spirit Scottsdale's Museum of the West is now a major cultural destination providing western heritage storytelling for Scottsdale residents and visitors.

A similar effort was approved on February 23, 2016. Museum of the West, Inc. received \$500,000 related to a gallery development and marketing project. The requested amount included \$100,000 to market and promote the new exhibit.

On December 16, 2025, the Tourism Development Commission recommended that City Council allocate up to \$90,000 from the portion of the Tourism Development Fund allocated for destination marketing in support of the funding agreement.

## **ANALYSIS & ASSESSMENT**

The museum expansion opening week is March 24-29, 2026. The expansion will provide an opportunity to build upon the Western Spirit Museum annual visitation.

Museum of the West, Inc. will launch a three-month marketing campaign to expand reach, build excitement, and increase visitation. The marketing campaign will include targeting out-of-market

**Action Taken** Item considered separately, Resolution No. 13580 approved with a vote of 6 to 1

and overnight visitors and is expected to include a mix of digital advertising, earned media, public relations, and targeted regional and national outreach designed to promote visitation during and following the grand opening period. The campaign is intended to attract cultural travelers and art enthusiasts from regional drive markets and key feeder markets, supporting overnight visitation and reinforcing Scottsdale's position as a premier arts and cultural destination.

City staff has evaluated the proposal to identify the benefits for the city and the local tourism industry and has identified a public purpose for the city's expenditure. The marketing and promotional benefits provide direct consideration substantially equal to the proposed city's expenditure.

Following the conclusion of the event, the event producer will provide the city a post event report. The report will include a summary of marketing activities, estimated reach and impressions, visitation impacts where available, and a qualitative assessment of the campaign's effectiveness in advancing the city's tourism objectives.

### **Community Involvement**

The discussion relating to the museum expansion and marketing took place at the October 21, and the December 16, 2025, TDC meetings.

## **RESOURCE IMPACTS**

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### **Available Funding**

This \$90,000 request represents a one-time investment tied specifically to the opening of the Louis Sands IV Center Museum expansion and does not establish an ongoing or recurring funding commitment. Based on FY 2025/26 Tourism Development Fund sources and uses projections, funds are available.

### **Staffing, Workload Impact**

No additional staffing or other resources are anticipated.

## **OPTIONS & STAFF RECOMMENDATION**

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The Tourism Development Commission and Tourism & Events Department staff recommend the adoption of Resolution No. 13580 authorizing funding of \$90,000 from the portion of the FY 2025/26 Tourism Development Fund that is allocated toward destination marketing in support of Agreement No. 2026-015-COS with the Museum of the West, Inc.

## **RESPONSIBLE DEPARTMENT AND STAFF CONTACT**

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Tourism & Events Department, Steve Geiogamah, Tourism Development Manager, 480-312-4013, [sgeiogamah@scottsdaleaz.gov](mailto:sgeiogamah@scottsdaleaz.gov)

**APPROVED BY**

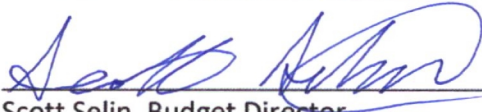
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*Rachel Smetana*

\_\_\_\_\_  
Rachel Smetana, Tourism & Events Director  
480-312-2890, [rsmetana@scottsdaleaz.gov](mailto:rsmetana@scottsdaleaz.gov)

1/12/26 09:49 MST

Date



\_\_\_\_\_  
Scott Selin, Budget Director  
(For Financial Policies Compliance and Budget Appropriation)  
480-312-2603, [sselin@scottsdaleaz.gov](mailto:sselin@scottsdaleaz.gov)

1-15-26

Date

*Kevin Burke*

\_\_\_\_\_  
Kevin Burke, Senior Director Economic Development & Tourism  
480-312-2533, [kburke@scottsdaleaz.gov](mailto:kburke@scottsdaleaz.gov)

1/14/26 11:11 MST

Date

*Judy Doyle*

\_\_\_\_\_  
Judy Doyle, Deputy City Manager  
480-312-2691, [jdoyle@scottsdaleaz.gov](mailto:jdoyle@scottsdaleaz.gov)

1/14/26 13:54 MST

Date

*Greg Caton*

\_\_\_\_\_  
Greg Caton, City Manager  
480-312-7759, [gcaton@scottsdaleaz.gov](mailto:gcaton@scottsdaleaz.gov)

1/14/26 18:37 MST

Date

**ATTACHMENTS**

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1. Resolution No. 13580
2. Agreement No. 2026-015-COS

RESOLUTION NO. 13580

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING FUNDING FOR WESTERN SPIRIT: SCOTTSDALE'S MUSEUM OF THE WEST'S MARKETING OF THE GRAND OPENING OF THE LOUIS SANDS IV CENTER MUSEUM EXPANSION AND FOUR NEW EXHIBITS, INCLUDING THE BASHA WESTERN ART COLLECTION, IN A RECOMMENDED AMOUNT OF \$90,000 FROM THE PORTION OF THE FY 2025/26 TOURISM DEVELOPMENT FUND THAT IS ALLOCATED TOWARD DESTINATION MARKETING AND APPROVE AGREEMENT NO. 2026-015-COS WITH THE MUSEUM OF THE WEST INC.

WHEREAS, City desires to provide funds for Western Spirit: Scottsdale's Museum of the West's marketing of the Grand Opening of the Louis Sands IV Center Museum expansion and four new exhibits, including the Basha Western Art Collection; and

WHEREAS, City and Museum of the West, Inc. wish to enter into an agreement for the event; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council authorizes an amount not to exceed \$90,000 from the portion of the FY 2025/26 Tourism Development Fund that is allocated toward destination marketing for promoting the City of Scottsdale through marketing of the grand opening of the Louis Sands IV Center museum expansion and four new exhibits, including the Basha Western Art Collection .

Section 2. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-015-COS with the Museum of the West Inc.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2026.

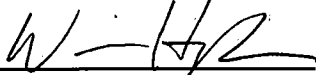
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Luis E. Santaella, Interim City Attorney  
By: William Hylan, Deputy City Attorney

EVENT DEVELOPMENT FUNDING AGREEMENT

THIS EVENT FUNDING AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Museum of the West Inc. ("Producer") and the City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. City's City Council has approved the expenditure of a portion of certain funds collected (the "Bed Tax Funds") in conformity with Financial Policy 10.02 to be used for destination marketing.

B. Producer is the producer of the Grand Opening of the Louis Sands IV Center Museum expansion and four new exhibits, including the Basha Western Art Collection (the "Event").

C. Producer has submitted to City a proposal (the "Event Development Worksheet") describing the Event and requesting that City authorize use of a portion of the Bed Tax Funds for the Event to promote Scottsdale as a tourist destination.

D. At Producer's request, City has determined to provide funds (the "Event Funds") to Producer up to the maximum amount of \$90,000 (the "Event Amount") for the Event.

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to all of the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount.

1.2 City's payment shall be made only from Bed Tax Funds, specifically the portion allocated to destination marketing. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse these amounts, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

2. Event Requirements. In addition to the Event Scope of Deliverables more specifically set forth in **Exhibit A**, attached hereto and herein incorporated by reference in its entirety, Producer shall cause the Event to comply with all of the following requirements:

2.1 Producer's representation that the Event will be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Proposal is a material term of this Agreement.

2.2 Producer shall publicly acknowledge the City support represented by this Agreement. All publicity and messaging that acknowledges any person or entity that supports the Producer financially or through provision of products or services (hereinafter "supporter") shall acknowledge the City as a supporter and shall utilize (where appropriate in City and Producer's discretion) a logo provided by City. At a minimum, Producer shall acknowledge the City as a supporter at least once in publicity and messaging. Consistent with this Agreement's requirement that Producer publicize and promote the City, Producer and its officers, directors and agents will not disparage the City or its officers, agents or employees during the term of this Agreement.

2.3 Producer shall provide the City with benefits, including recognition and publicity, commensurate with benefits provided to other supporters at a similar support level as the City.

2.4 After the Event, Producer shall provide the Post Event Report to City as follows:

2.4.1 The Post Event Report shall include the following:

2.4.1.1 A narrative description of:

2.4.1.1.1 The Event.

2.4.1.1.2 Producer's performance under this Agreement.

2.4.1.1.3 The benefits to City and the public achieved and likely to be achieved because of the Event.

2.4.2 Any publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Non-Reimbursable Activities, all in form and content acceptable to City.

2.4.3 If applicable, a tear sheet of City's full-page advertisement in the Event program.

2.4.4 The results of any intercept survey or similar data Producer may prepare or obtain of the Event.

2.4.5 The results of Producer's tracking of hotels and other lodgings used by persons attending the Event based on evidence from Scottsdale Hotels.

2.4.6 A statement of the total attendance for the Event.

2.4.7 A statement identifying all of the Producer's partners and all supporters of the Producer. For purposes of this Section, "partner" means any individual or entity that invests in, receives or may receive benefits from the Producer.

2.4.8 Such other information as the Post Event Report template to be provided by City shall require. The Post Event Report shall follow the format of the template provided by the City.

2.4.9 Producer shall deliver the Post Event Report to City no later than 60 days after the Event or by May 31 following the Event, whichever is earlier.

2.4.10 Producer shall deliver the Post Event Report and the Invoice simultaneously in the same package.

3. Event Fund Payment. Producer shall request Event Funds and City shall pay Event Funds based on the quantified values in Producer's post-Event report as follows:

3.1 City's payment of the Event Funds is conditioned upon Producer executing and performing this Agreement. City reserves the right to reduce the Event Amount below \$90,000 or not make payment if Producer fails to fully perform all terms of this Agreement.

3.2 Subject to Section 3.3, City shall make the payment within thirty (30) days after receiving all of the following:

3.2.1 The Post Event Report;

3.2.2 The Invoice;

3.2.3 All supporting and other materials required by this Agreement. Payment of Event Amount shall be conditioned on Producer providing such evidence as City requests.

3.3 If the City determines that an audit under Section 7 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 3.2 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all applicable state, local and federal laws, policies and regulations. This Agreement is not a permit or regulatory approval to hold the Event. This Agreement is not a promise to make City venues or other resources available for the Event.

5. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others of Producer connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

6. Insurance. Producer shall purchase and maintain insurance during the Event and during all setup and takedown and shall include and comply with coverages and limits as follows:

6.1 The following coverages are required as applicable:

6.1.1 If any vehicle is used in the performance of the scope of work that is the subject of this contract, the Producer must maintain Commercial/Business Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence with respect to the Producer's owned, hired, and non-owned vehicles.

6.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

6.1.3 Commercial General Liability insurance on a per occurrence form with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

6.1.4 If valet parking is offered by Producer, Garagekeepers Legal Liability with limits of not less than \$75,000 per vehicle.

6.1.5 If alcohol is sold at the Event by Producer or its subcontractor, liquor liability insurance with a limit of not less than \$2,000,000 for each occurrence and \$5,000,000 aggregate.

6.2 For all insurance policies except Workers Compensation, City shall be named as additional insured. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed related in any way to the event

6.3 The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed related in any way to the event

6.4 The Producer's insurance coverage, including any excess insurance policies, must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the Producer and must not contribute to it

6.5 If the Producer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Producer's responsibility to provide prompt notice of same to the City's contract administrator, unless such coverage is immediately replaced with similar policies.

6.6 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or designee.

6.7 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.8 Required insurance shall be issued by insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

6.9 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Producer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Producer from, nor shall it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

6.10 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. However, if the Event occurs at a City-owned or managed site or if the event receives a special event permit and a certificate evidencing the required insurance is provided to the City's contract administrator for the venue agreement or the special event permit, a separate certificate does not need to be provided to the contract administrator for this Agreement.

7. Records and Audit Rights. Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of Producer's payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this Section throughout the term of this contract and for a period of 3 years after last or final payment.

Producer shall ensure that records necessary to substantiate changes and claims by subcontractors who perform work under this contract are made available for City inspection and subject to audit and/or reproduction by: inserting a provision requiring subcontractors to comply with this Section in a written agreement between Producer and subcontractor; or obtaining the relevant documents from the subcontractor.

If an audit in accordance with this Section discloses overcharges of any nature by the Producer to the City in excess of 1% of the total contract billings, the cost of the City's audit, but

not exceeding the amount of the overcharge, will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

8. Term/Termination. This Agreement shall be in effect from the date executed by City's Mayor and will terminate upon Producer providing to City a satisfactory Post Event Report and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement earlier for convenience or cause, upon giving Producer ten (10) days written notice. If the Event is canceled, this Agreement and all obligations of City and Producer hereunder shall also be cancelled at such date.

9. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

10. Miscellaneous.

10.1 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

10.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

10.3 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

10.4 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.5 Candidates for Office. Producer shall not allow the Event to feature or otherwise spotlight a candidate who is currently running for election or re-election for any political office.

10.6 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

10.7 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

10.8 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

10.9 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geigamah (Contract Administrator)  
Tourism and Events Director  
City of Scottsdale  
7447 E Indian School Rd  
Scottsdale, AZ 85251

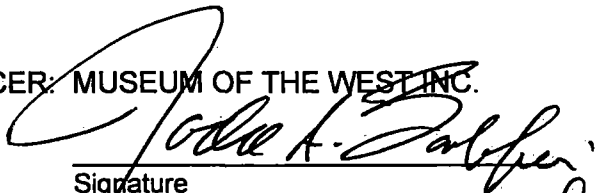
If to Producer: Museum of the West Inc.  
Todd Bankofier  
CEO/Executive Director  
480-648-0865  
3830 N. Marshall Way  
Scottsdale, Arizona 85251

By notice, City or Producer may designate other addresses for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

10.10 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER: MUSEUM OF THE WEST INC.



Signature

By:

Todd A. Bankofiar

Print Name

Its:

CEO

Title

CITY:

CITY OF SCOTTSDALE, a  
municipal corporation

By:

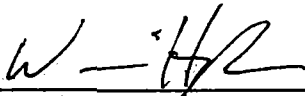
Lisa Borowsky, Mayor

ATTEST:

By:

Ben Lane, City Clerk

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney  
By: William Hylan, Deputy City Attorney



George Woods, Safety and Risk Management Director



Steve Geiogamah, Tourism Development Manager

## Exhibit A

Museum of the West, Inc. shall ensure the following during the term of this Agreement:

- All marketing of the grand opening of the Louis Sands IV Center Museum expansion and the Basha Western Art Collection will comply with the following:
  - Advertisements will reflect the four new exhibits including the Basha Western Art Collection being hosted in the City of Scottsdale and the Museum's location in Scottsdale.
  - The City shall be identified as sponsor of the Basha Western Art Collection and three other new exhibits on the Western Spirit: Scottsdale's Museum of the West landing page with a link to Old Town Scottsdale website, which promotes Old Town Scottsdale as a destination.
  - Museum of the West Inc. will feature the City of Scottsdale's name or logo in printed promotional materials created for the grand opening of the Louis Sands IV Center Museum expansion and the Basha Western Art Collection, including but not limited to, banners, exhibit posters, flyers, exhibit guides and promotion appearing in digital channels, and outdoor advertising.
- Museum of the West Inc. will ensure a minimum of a \$90,000 marketing value in the grand opening of the Louis Sands IV Center Museum expansion and the Basha Western Art Collection for the City as reasonably determined by the City. Such value shall be reflected in a marketing and promotional plan that Producer shall provide to the City's contract administrator by January 30, 2026. The plan will specify how Producer will use City funds for marketing and promotion.

# Item 10

Lane, Benjamin

**From:** davidsmith2@aol.com  
**Sent:** Saturday, January 24, 2026 9:14 AM  
**To:** City Council  
**Cc:** Doyle, Judy; kburke@socttsdaleaz.gov; Smetana, Rachel; Caton, Greg; Todd Bankofier  
**Subject:** January 27, 2026, Agenda item #10

⚠ External Email: Please use caution if opening links or attachments!

Mayor and members of Council,

I offer the following comments on Council Agenda, January 27, 2026, Agenda item #10, "**Western Spirit Scottsdale's Museum of the West Marketing**":

## 1. Confusion may exist over the purpose of this marketing program:

The City Council report states at the outset, the funding is for "...marketing of the Grand Opening of the Louis Sands IV Center Museum expansion and four new exhibits, including the Basha Western Art Collection."

That's true, but, more specifically, Councilmembers and the public should know the funding is for "...marketing of the Grand Opening of the **City-owned** Louis Sands IV Center Museum expansion and four new exhibits **obtained by the city's Museum Manager**, including the Basha Western Art Collection."

## 2. Confusion may arise over the source of funding:

The City Council Report says the \$90,000 is to be funded from "...the portion of the FY 2026/26 Tourism Development Fund that is allocated toward destination marketing...". The enabling Resolution No. 13580 describes the source of funds to be from that portion of the Tourism Development Fund that is "...allocated toward City marketing for promotion the City of Scottsdale...".

While these two descriptions are reasonably compatible, the supporting Contract No. 2026-015-COS seems to have been drafted from a city template for event funding, as it provides (Section 1.2) that the payment will be made from "...specifically the portion allocated to Event Development."

(Note: RECITAL "A" of the Contract states the expenditure will be awarded in conformity with Financial Policy 10.02, but that policy makes no reference to any portion of the Bed Taxes allocated to City Marketing; it only recites the voter approval that "50 percent of the bed tax revenues shall be used for destination marketing to promote tourism."

If Council chooses to comment on this Consent Agenda item, I urge clarification that:

- a. The Louis Sands IV Center is the newly-constructed, city-owned, \$12.0 million addition to the City-owned Western Art Museum; as an integral part of the Museum, this addition will be one of several City-owned tourism assets.

b. The \$90,000 funding will be paid from the City's 5% of Bed Tax allocated to Local Destination Marketing. It is for the benefit of the City's Western Art Museum, as well as to reinforce Scottsdale's position as a premier arts and cultural destination.

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