

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, FEBRUARY 14, 2017

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. 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

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.

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 =

- Minutes - January 19, 2017 City Council Special Meeting-Budget Retreat.
- Minutes - January 24, 2017 City Council Regular Meeting.
- Minutes - January 25, 2017 City Council Special Meeting.
- AB 2194 Approval of award of a Professional Services Contract for design of the Brewer Road Crossing Drainage Improvements to Shephard-Wesnitzer, Inc. in the approximate amount of \$111,850.
- AB 2203 Approval of a Professional Services Contract with Carollo Engineers, Inc. in the approximate amount of \$212,069 for design of the WWRP Recharge Well No. 3 and No. 4 Project.
- AB 2202 Approval of a Fair/Festival Liquor License application for Page Springs Vineyards & Cellars in conjunction with the Wheels on the Ground, Inc. mountain bike festival scheduled for Friday, March 3, 2017 through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

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 - None.

8. REGULAR BUSINESS

- AB 2205 **Discussion/possible action** to adopt a resolution and ordinance amending City Code Section 10.30.040 (Parking Permits); and to approve a resolution authorizing the designation of portions of the Rim Shadows neighborhood as a residential parking permit area.
- AB 2201 **Discussion/possible action** regarding a resolution and ordinance amending the Sedona City Code Chapter 3.10 (Claims and Demands).
- AB 2207 **Discussion/possible action** regarding proposed State legislation and its potential impact on the City of Sedona.
- Reports/discussion** on Council assignments.
- Discussion/possible action** on future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, FEBRUARY 14, 2017

Page 2, City Council Meeting Agenda Continued

9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. 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: _____

By: _____

Susan L. Irvine, CMC
City Clerk

Note: Pursuant to A.R.S. § 38-431.02(B) 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 material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

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/Budget Retreat
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Thursday, January 19, 2017, 8:30 a.m.

1. Call to Order, Pledge of Allegiance, & Moment of Silence

Mayor Moriarty called the meeting to order at 8:33 a.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, and Councilor Joe Vernier.

Staff in attendance: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Director of Finance Cherie Wright, Assistant Director of Community Development Warren Campbell, Community Development Administrative Assistant Donna Puckett, Public Works Director/City Engineer Andy Dickey, Human Resources Manager Brenda Tammarine, Chief of Police David McGill, Lieutenant Lucas Wilcoxson, Director of Wastewater Charles Mosley, Parks & Recreation Manager Rachel Murdoch, Magistrate Judge Lewis Levin, Court Administrator Lucille Sallee, IT Manager John Smith, Economic Development Director Molly Spangler, City Clerk Susan Irvine.

Citizen's Budget Work Group members who were present at the meeting included Holly Ploog, Lou Harper, Charlotte Hosseini, and Jessica Williamson.

3. Special Business

Discussion/possible direction on the following:

a. Budget Process and FY 2017-2018 Calendar

Presentation by Justin Clifton, Cherie Wright, and Karen Osburn.

Questions and comments from Council.

b. Economic Update

Presentation by Cherie Wright.

Questions and comments from Council.

c. Preliminary FY 2017-2018 Budget Assumptions

Presentation by Justin Clifton, Cherie Wright, and Karen Osburn.

Questions and comments from Council.

d. Financial Forecasts

Presentation by Justin Clifton, Cherie Wright, and Karen Osburn.

Questions and comments from Council.

Break at 11:28 a.m. Reconvened at 12:59 p.m.

e. Review FY 2017-2018 Council Priority List

Presentation by Justin Clifton and Karen Osburn.

Questions and comments from Council.

By majority consensus, Council directed staff to keep the existing priorities; add Affordable Housing as a priority and insert a bullet to evaluate what to do with the funds; work on ranking the priorities high, medium, or low; and lower the ranking on the Complete Dells Land Use Planning item. They also wanted decision packages for the CSA Program and possible sustainability items. They further directed staff to remove Scenic Area Protection, Aesthetics of Street Signs, and Arts Museum/Artist's Studios from the Other Projects/Initiatives list, along with adding Small Grants Program Revamp.

4. Adjournment

Mayor Moriarty adjourned the meeting at 2:28 p.m.

I certify that the above are the true and correct actions of the Special City Council Retreat held on January 19, 2017.

Susan L. Irvine, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, January 24, 2017, 4:30 p.m.

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

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

Roll Call: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Joe Vernier.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Chief of Police David McGill, Lieutenant Jim Pott, Lieutenant Lucas Wilcoxson, Detective Chris Stevens, Detective Casey Pelletier, Police Administrative Assistant Sherri O'Connor, Director of Finance Cherie Wright, Public Works Director/City Engineer Andy Dickey, Associate Engineer David Peck, City Clerk Susan Irvine.

2. City's Vision

A video of the City's vision was played.

3. Consent Items

- a. **Minutes - January 10, 2017 City Council Special Meeting.**
- b. **Minutes - January 10, 2017 City Council Regular Meeting.**
- c. **Minutes - January 11, 2017 City Council Special Meeting.**
- d. **Approval of Proclamation, Stand with Me, Be Drug Free Week, January 23-28, 2017.**
- e. **Approval of Proclamation, 2017 - The Year of Civic Engagement.**
- f. **AB 2198 Approval of a Special Event Liquor License for a Wheels on the Ground, Inc. mountain bike festival event scheduled for Friday, March 3, 2017, through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.**

Item 3f was pulled at the request of Councilor Thompson.

Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, 3d, and 3e. Seconded by Councilor Jablow. Vote: Motion carried unanimously with seven (7) in favor and zero (0) opposed.

Pulled Consent Items

3f - AB 2198 Approval of a Special Event Liquor License for a Wheels on the Ground, Inc. mountain bike festival event scheduled for Friday, March 3, 2017, through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

Questions and comments from Council. Presentation by applicant Mike Raney.

Motion: Councilor Thompson moved to approve consent items 3f. Seconded by Councilor Jablow. Further discussion by Council. Vote: Motion carried unanimously with seven (7) in favor and zero (0) opposed.

4. Appointments - None.

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

Councilor Thompson stated that Vegfest took place on January 14th and 15th and was a successful event with approximately 400 attendees each day. The event is anticipated to occur again next year. Vice Mayor Martinez stated that Parks & Recreation is offering a mountain bike skills class. The deadline to register is January 26th, and additional details can be found on the City's website. Mayor Moriarty stated that over 1,000 people participated in the Women's March on Saturday, and it was a very successful event.

6. Public Forum

Jon Thompson spoke as a citizen and stated that Vegfest was a great success which informed and motivated people about a plant based diet. He expressed his belief in the importance of plant based eating for people and the planet.

7. Proclamations, Recognitions, and Awards

a. Presentation of Proclamation, Stand with Me, Be Drug Free Week, January 23-28, 2017.

Mayor Moriarty read the proclamation and presented it to Merilee Fowler and Yavapai College Chief of Police Jerald Monahan. Ms. Fowler thanked the Council for this recognition and discussed the importance to preventing drug abuse before it begins. Chief Monahan also expressed his appreciation to the City Council for the proclamation and to the Sedona Police Department for their assistance with this important issue.

b. Presentation of Proclamation, 2017 - The Year of Civic Engagement.

Mayor Moriarty read the proclamation and presented it to Barbara Litrell. Ms. Litrell thanked the Council for this recognition and stressed the importance of civic engagement. She invited everyone to attend a luncheon on February 15th where Anne Schneider from ASU will discuss "10 Most Effective Actions You Can Take Today".

8. Regular Business

b. AB 2193 Discussion/possible action regarding a resolution approving Public Infrastructure Cost-Sharing Agreements with Tlaquepaque and Los Abrigados concerning Phase 4 drainage improvements along Soldier Wash.

Presentation by Andy Dickey, David Peck, and Justin Clifton.

Questions from Council.

Opened to the public at 5:42 p.m.

Jac Robson, Sedona, spoke on this item.

Brought back to Council at 5:45 p.m.

Motion: Councilor Lamkin moved to approve Resolution No. 2017-03 allowing for the execution of the Public Infrastructure Cost-Sharing Agreements, included herein as Exhibits B and C. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with seven (7) in favor and zero (0) opposed.

6. Public Forum (reopened)

Jac Robson, Sedona, spoke about the lack of walkability on Ranger Road and felt a sidewalk should be installed which would provide access to his historic building.

Break at 5:50 p.m. Reconvened at 6:10 p.m.

8. Regular Business (continued)

- a. AB 2184 Presentation/discussion regarding the Annual Audit findings and Comprehensive Annual Financial Report (CAFR) for the City of Sedona for Fiscal Year 2015-16.**

Presentation by Cherie Wright, Sandy Cronstrom of CliftonLarsonAllen, LLP, and Justin Clifton.

Questions and comments from Council.

Presentation and discussion only. No action taken.

- c. AB 2199 Discussion/possible action regarding a Resolution approving a Board of Adjustment Hearing Officer Service Policy and a list of individuals to serve in the capacity of Hearing Officer for the City of Sedona.**

Presentation by Robert Pickels, Jr.

Questions and comments from Council.

Motion: Councilor Lamkin moved to approve Resolution No. 2017-04 establishing a Board of Adjustment Hearing Officer Service Policy and a list of individuals to serve in the capacity of hearing officer for the City of Sedona. The language in item number three shall be changed to “at a rate not to exceed \$100 per hour as determined by staff”. Seconded by Councilor Jablow. Vote: Motion carried unanimously with seven (7) in favor and zero (0) opposed.

d. Reports/discussion on Council assignments

Vice Mayor Martinez stated that the Library Board has determined that they need to expand their facility and are looking for funding and donations.

e. Discussion/possible action on future meeting/agenda items

Mayor Moriarty stated that there is a work session tomorrow at 3:00 p.m. Justin Clifton advised that the budget work sessions would take place on April 26th and 27th, and a special meeting to adopt the tentative budget would be held on May 16th at 4:30 p.m. Council agreed that these dates were acceptable.

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 Moriarty adjourned the meeting at 6:51 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on January 24, 2017.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, January 25, 2017, 3:00 p.m.**

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

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

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Vice Mayor Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Joe Vernier.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Director of Community Development Audree Juhlin, Assistant Director of Community Development Warren Campbell, Senior Planner Cynthia Lovely, Chief of Police David McGill, Deputy City Clerk JoAnne Cook.

3. Special Business

a. AB 2186 Discussion/possible direction the Draft Schnebly Community Focus Area (CFA) Plan.

Presentation by Audree Juhlin, Cynthia Lovely, and Warren Campbell. Jerry Frey, Ranch O'Sedona, was available to answer questions.

Questions and comments from Council.

By consensus, Council supported the proposed vision statement as presented.

b. Discussion/possible action on Future Meeting/Agenda items

Mayor Moriarty advised that this item will be continued on Wednesday, February 15, 2017.

4. Executive Session

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

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

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

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 5:03 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 25, 2017.

JoAnne Cook, Deputy City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2194
February 14, 2017
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval of award of a Professional Services Contract for design of the Brewer Road Crossing Drainage Improvements to Shephard-Wesnitzer, Inc. in the approximate amount of \$111,850.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	02/26/13, AB 1536 11/12/13, AB 1696 09/09/14, AB 1840 04/28/15, AB 1932 01/26/16, AB 2048 01/24/17, AB 2193
Exhibits	A. Map B. Contract

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required	\$ 111,850
City Manager's Recommendation	Approve contract with Shephard-Wesnitzer, Inc. for design of the Brewer Road Crossing Drainage Improvements.	Amount Budgeted	\$ 150,000
		Account No.	22-5320-89-6820
		(Description)	Drainage Projects
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of a Professional Services Contract with Shephard-Wesnitzer, Inc. (SWI), in the amount of \$111,850, for the design of the Brewer Road Crossing Drainage Improvements. This design will be for increased drainage capacity at the Brewer Road crossing of Soldier Wash.

Background: At the Council Meeting held on February 26, 2013, the Soldier Wash Interim Improvements Study, completed by SWI, was reviewed and Council approved moving forward with the recommendations provided in that study.

That Brewer Road/Tlaquepaque Drainage Improvements Project included four phases:

- Phase 1 included placing Jersey barrier along the top of the wash banks upstream of Portal Lane to increase channel capacity and reduce flooding of the overbanks. This phase also included removing the existing obstructions at the channel banks to increase the flow area. The work for Phase 1 is complete.
- Phase 2 occurred downstream of Portal Lane and included placing Jersey barrier and increasing the heights of existing walls along the top of the wash banks to increase channel capacity and reduce flooding of the overbanks. The work for Phase 2 is complete.
- Phase 3 included removing the existing double box culverts at Portal Lane and the pedestrian walkway between the Tlaquepaque and Los Abrigados properties and replacing them with clear span bridge crossings. The work for Phase 3 is complete.
- Phase 4 will include channel improvements to increase the capacity, to the City standard of the 25-year storm event, of Soldier Wash from the downstream side of Brewer Road to Oak Creek. Phase 4 construction is anticipated to begin in March 2017, and be complete in early 2018.

The Brewer Road Crossing Drainage Improvements will increase the capacity at the culvert structure under Brewer Road from 1,084 cubic feet per second to 2,200 cubic feet per second. This will allow for the conveyance of the 25-year storm event under the roadway and into/through the Phase 1 – Phase 4 improvements described above. Construction of this project is anticipated to begin in October 2017 and be complete in early 2018. One traffic lane will be maintained, as there are no alternate routes to streets beyond this point. This is the last capital improvement drainage project programmed for the Soldier Wash area.

Community Plan Consistent: Yes - No - Not Applicable

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

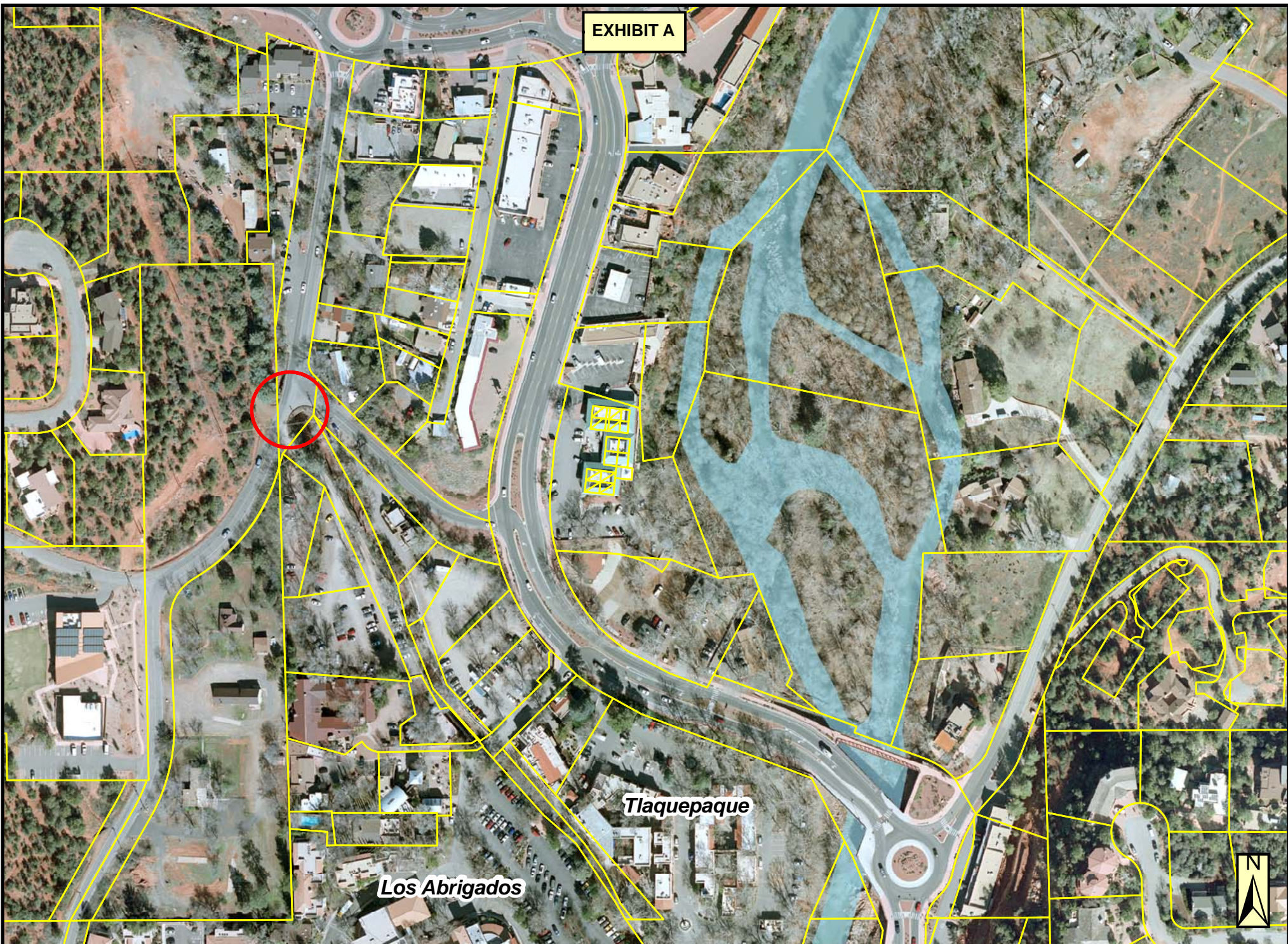
Board/Commission Recommendation: Applicable - Not Applicable

- 1) **Alternative(s):** Not approving the contract/project would result in continued high risk of flooding for properties adjacent to the project areas for storm frequencies with flow levels above the capacity of the existing facilities.

MOTION

I move to: approve award of a Professional Services Contract for the Brewer Road Crossing Drainage Improvements to Shephard-Wesnitzer, Inc. (SWI) in the amount of \$111,850, subject to approval of a written contract by the City Attorney's Office.

EXHIBIT A



Project Location Map
Brewer Road Crossing Drainage Improvements

- Project Area
- Parcel Boundary
- Oak Creek



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

This contract is made and entered into on this ____ day of _____, 2017, by and between the City of Sedona ("CITY") and **Shephard-Wesnitzer, Inc.** ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of **\$111,850.00**. 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.
 - C. 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, then 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 contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are 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. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. 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.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
 6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are

prepared in the performance of this contract 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.

7. 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.
8. 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 contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (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) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. 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 paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. In some instances, the CITY may request to be named an additional insured on the SERVICE PROVIDER's policies.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. 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.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- 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, acceptable 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 contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. 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 contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 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
- D. Failure on the part of the 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 contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. 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 Sedona access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. **TERMINATION.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, 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 contract, CITY shall have any remedy or right of set-off available at law and equity. 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.
13. **VENUE.** This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. **NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. **ENTIRE AGREEMENT.** This contract, 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 contract may be amended, modified or changed except by written amendment executed by both parties.
17. **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)).
18. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**

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. SERVICE PROVIDER further affirms that it is not engaged in any boycott of Israel. (Exhibit C) 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."

A. 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").

- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. 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.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event 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.
20. **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.
21. **ATTORNEYS' FEES AND COSTS.** Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the

amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, 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 contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
- CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336
- CONSULTANT: Shephard-Wesnitzer, Inc.
Attn: Arthur H. Beckwith, PE, Vice President
PO Box 3924
Sedona, AZ 86340
24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____

Title: _____

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

EXHIBIT/S

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.

Exhibit C

- Participation in Boycott of Israel Document



Shephard ▲ Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336

P.O. Box 3924
Sedona, AZ 86340

928.282.1061
928.282.2058 fax

www.swiaz.com

Engineering an environment of excellence.

EXHIBIT A

Scope of Services for the Brewer Road Crossing Improvements City of Sedona, Arizona

Shephard-Wesnitzer Inc. #12214 – Prepared: December 8, 2016

PROJECT DESCRIPTION

The City of Sedona will be entering into a contract for consulting engineering services and other associated services required to produce a set of bid ready construction documents (plans, engineers estimate, bid schedule & technical specifications) and associated construction phase services for the **Brewer Road Crossing Improvements**.

PRELIMINARY PROJECT INFORMATION

Existing Conditions

- The first three phases of Soldier Wash improvements from Brewer Road downstream to the wall at Los Abrigados have been completed.
- Phase 4 of the improvements have been designed and are ready for the construction process.
- In its existing condition, the arch culvert crossing at Brewer Road is not capable of carrying the 25 year storm event. The proposed crossing will be designed to convey the 25 year storm event.

Proposed Improvements

The work is currently anticipated as follows:

ARCH CULVERT REMOVAL AND REPLACEMENT

1. **Brewer Road Surface Improvements:** Brewer Road surface improvements removal and replacement.
2. **Brewer Road Arch Culvert:** Concrete box culvert to replace existing corrugated metal arch culvert.
3. **Soldier Wash upstream and downstream of Brewer Road:** Inlet structure upstream of Brewer Road and Redi-Rock block, concrete or CMU wall bank stabilization to connect to the Phase 4 project downstream
4. **Utilities:** Relocate utilities in conflict with the project.
5. **Traffic Control:** Routing of traffic around the construction area.

Anticipated improvements include excavation, remove and replace road improvements, remove and replace jersey barriers, remove and replace arch culvert with box culvert, inlet structure, headwalls, concrete, Redi-Rock block, concrete or CMU walls and utility replacements as necessary.

SWI Project Key Activities

BREWER ROAD CROSSING IMPROVEMENTS – EXHIBIT A
SWI #12214.006

- Topographic survey of as-built condition of wash including surface improvements at Brewer Road, arch culvert, Soldier Wash 100' upstream of crossing, Phase 4 channel section and trees. The surveys will extend a minimum of 50' beyond the anticipated construction limits where possible.
- Pre-Design Bluestaking the length of the wash improvements.
- Preliminary design concept report within 45 days of contract award with 15% channel improvement plans with major components identified and a preliminary cost estimate.
- Work with City Staff and Tiffany Construction Company to develop materials costs and design elements.
- Utility review and coordination with local utility companies for potential conflicts and system enhancements.
- Preparation of 30%, 60%, 90% and Final plans following the comments provided by the City of Sedona Public Works Department.
- Preparation of a final drainage report delineating the results of the HEC RAS model in support of the proposed improvements.
- Water, sewer and utility service line replacements within the project limits.
- Arizona Water Company and ADEQ submittals and final certifications for Approval to Construct and Approval to Operate.
- Structural design of Redi-Rock block, concrete walls, box culvert and the box culvert inlet structure and headwalls.
- Prepare Coconino County Flood Control submittals for the "No-Rise" certification.
- SWPPP BMP's to be shown on the plans for the contractor's convenience. Preparation of the SWPPP document for permitting and construction submittals will be a contractor required task.
- Construction Phase Services will be provided during the construction of the project.
- Attend up to one public hearing for this project. SWI will attend and provide technical support to the City Staff at up to two meetings with the City and the adjacent property owners.

SCOPE OF SERVICES:

1. Administrative Tasks

SWI will attend a kick-off meeting with City staff at a time and date agreeable to both parties. At the kick off meeting the Engineer shall provide to the City:

- A preliminary design schedule.
- Discuss the approach, schedule, expectations, special conditions and areas of concern, contract documents, technical specifications and any other issues promoting the successful completion of the project.

General Project administrative tasks are also included in this task budget for the duration of the project including general correspondence, meetings, agendas, minutes and related activities. SWI has included attending one public hearing and two meetings with the adjacent property owners in this task.

2. Design Schedule

SWI will develop a detailed design schedule after the Pre-Design Meeting including all major tasks. The schedule will be updated as necessary. The schedule shall include a 2 weeks (14 calendar days) for each City review.

BREWER ROAD CROSSING IMPROVEMENTS – EXHIBIT A
SWI #12214.006

3. Concept Design Report, 15% Plans, Topographic Survey and Preliminary Construction Cost Estimate

Within 45 days of receipt of the notice to proceed from the City, SWI will prepare preliminary 15% construction plans on available topographic backgrounds, a concept design report with major components and issues noted and a preliminary construction cost estimate. The elements of the preliminary submittal will be identified at the project pre-design meeting. As a part of the 30% design submittal, the topographic survey will be completed and the existing rights-of-ways and easements will be verified.

SWI will perform the necessary topographic survey for the project sites. The base maps will be prepared in AutoCAD 2016 format. The topographic survey, including available rights-of-way and easement information will be used for the project design base drawings. The topographic survey will include complete channel detailing at all the match points for the project and the width will extend to the ROW or easement limits of each road including match up points for adjacent improvements where necessary. The survey will extend a minimum of 50' beyond the anticipated construction limits.

4. Utility Review

SWI will be responsible for coordinating with all utility companies (i.e. water, sewer, cable TV, electric, gas, and telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. Visible utilities and above ground utilities will be identified and located during the topographic survey, including irrigation boxes, water valves, hydrants, electrical poles, equipment pads, telephone and television risers, and above ground gas facilities. SWI will schedule and obtain Pre-Design Bluestake markings and pot holing of underground utilities (water, sewer, electrical, telephone, cable and gas) for location during the initial topographic survey.

SWI will also coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. SWI will provide each of the utility companies a set of plans via email PDF format at completion of the 30%, 60%, 90% and 100% levels and submit any written responses received from each of the involved utilities at the completion of each design level to the City.

5. Structural Design

SWI will subcontract for the structural design of concrete or CMU walls and inlet/outlet structures.

6. Preparation of Preliminary (30%) Design

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 15% plan review including those elements noted by the adjacent property owners as approved by the City for a 30% submittal. The resulting set of plans will be submitted to the City and utilities as a 30% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. Existing utility information will be shown along with potential conflicts. Construction costs (engineers estimate) will also be provided in Bid Schedule format.

7. Preparation of Preliminary (60%) Design

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 30% plan review including those elements noted by the adjacent property owners as approved by the City for a 60% submittal. The resulting set of plans will be submitted to the City and utilities as a 60% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. A preliminary drainage report, updated cost estimate and the first

BREWER ROAD CROSSING IMPROVEMENTS – EXHIBIT A
SWI #12214.006

submittal of the specifications/special provisions shall be included. Plans will be submitted to all appropriate utility companies for review and comment.

8. Preparation of Pre-final (90%) Plans, Specifications, Estimate, Legal Descriptions for Submittal to City and Utility Companies

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 60% plan review including those elements noted by the adjacent property owners as approved by the City for a 90% submittal. The resulting set of plans will be submitted to the City and utilities as a 90% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. A final drainage report, updated cost estimate and specifications/special provisions shall be included. Upon approval of the Arizona Water Company the Plans will be submitted to ADEQ for Approval to Construct if necessary.

SWI shall prepare up to three legal descriptions and a map for the acquisition of additional right-of-way parcels and or easements if required to construct the proposed improvements. The City will provide pertinent title reports to the Engineer if required. The Engineer will not be required to negotiate with the pertinent property owners for the acquisition of any of the required right-of-way parcels/easements.

9. Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate

SWI shall prepare the final bid ready construction documents incorporating any final alternative selections, changes, corrections and/or additions that result from the City's preliminary 90% plan review meeting, including preparation of the No-Rise Certificate. The submittal will include 3 copies of the final construction plans and a disk of the drawing files in CAD and pdf format along with digital files for the cost estimate, final drainage report, bid schedule and specifications. The City will prepare the formal contract documents bid package.

10. Construction Pre-Bid Meeting

SWI shall attend the construction phase Pre-Bid Meeting and prepare addenda as necessary for project design clarifications. The City will conduct the meeting and prepare the meeting agenda and minutes.

11. Pre-Construction Meeting

SWI shall attend the Pre-Construction meeting and address design questions presented by the Contractor. The City will conduct the meeting and prepare the agenda and minutes.

12. Monthly Progress Meetings

The City and SWI will meet monthly or as requested during the design process to discuss the project status and any pertinent issues. Coordination meetings will continue for the duration of the project. The Design Phase meetings are included in Task 1.0. SWI has budgeted two (2) monthly construction phase meetings at the Public Works office for the construction. Separate meetings with individual business or property owners are not anticipated.

13. Post-Design Consultation Services

This task assumes the City will organize and chair all of the bid and construction phase meetings.

Weekly Meetings & Site Observations – SWI will attend the weekly construction meetings on an as-requested basis and conduct site visits as necessary. Photo documented field reports will be prepared for each site visit to document the work that was observed. A total of 2 hours/week for a 16

BREWER ROAD CROSSING IMPROVEMENTS – EXHIBIT A
SWI #12214.006

week construction period is assumed for meetings, site visits, utility as-built measurements, including substantial & final walkthrough and punch list preparation.

RFI's & Change Orders – The Engineer will respond to requests for information and change orders for up to 10 RFI's and 2 change orders.

Shop Drawing & Submittal Reviews – The Engineer will review and provide written comments for up to 5 total shop drawing and product submittals and re-submittals.

Record Drawings & Field Surveys – The Engineer will provide up to 3 field survey visits for recording the as-built construction. The contractor's as-built marked up plans, SWI surveys and our site observations and measurements will be utilized to prepare the final project Record Drawings for record. Final Record Drawing digital files in pdf and AutoCAD 2014 format will be provided by SWI to the City at project closeout. SWI will also prepare/provide the final Record Drawings and the ADEQ Engineers Certificate of Completion for the water line relocations along with the final Engineers Certification of the project.

NOTE: Work hours estimated for “Bid & Construction Phase Services”, inspections, construction site meetings, shop drawing reviews and responding to construction questions and concerns (RFI's) will not be exceeded without express written permission from the City of Sedona.

14. Fees

The cost of Civil Engineering services for above scope items is a not to exceed fee of \$111,850.00. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions to the site plans instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required. Fees are based on work proceeding in a timely manner with project design completed in 2 years.

**END OF THE Brewer Road Crossing Improvements,
EXHIBIT A - SCOPE OF SERVICES – SWI #12214**

Prepared by: Shephard Wesnitzer, Inc.
Arthur H. Beckwith, PE
Vice President

Attachments: SWI Cost Summary and Scope/Fee Spreadsheet, 12-11-16
SWI 2016 Rate Schedule

SUMMARY OF TASKS AND FEES - EXHIBIT A

BREWER ROAD CROSSING IMPROVEMENTS

Design Phase Services

PROJECT NAME: BREWER ROAD CROSSING IMPROVEMENTS

DATE PREPARED: December 8, 2016

SWI Project Number 12214.006



DESIGN PHASE	
SWI DESIGN PHASE SERVICES	\$ 84,950
SUBCONSULTANT DESIGN PHASE SERVICES	\$ 10,000
TOTAL DESIGN PHASE SERVICES WITH SUBCONSULTANTS	\$ 94,950

POST DESIGN PHASE SERVICES	
SWI BID & CONSTRUCTION PHASE SERVICES	\$ 16,900
TOTAL POST DESIGN PHASE SERVICES FOR BREWER ROAD CROSSING IMPROVEMENTS	\$ 16,900

GRAND TOTAL - DESIGN & POST DESIGN PHASE SERVICES	\$ 111,850
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ESTIMATED CONSTRUCTION COST	
CHANNEL IMPROVEMENTS INCLUDING MOBILIZATION, TRAFFIC CONTROL, TESTING, EROSION CONTROL, CONST STAKING	\$ 700,000
SUBTOTAL	\$ 700,000
CONTINGENCY @ 20% OF SUBTOTAL	\$ 140,000
TOTAL ESTIMATED CONSTRUCTION COST	\$ 840,000

PREPARED BY: SHEPHARD WESNITZER, INC.

Arthur H. Beckwith, PE

Vice President

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

**PROJECT TASKS & HOURS - EXHIBIT A
BREWER ROAD CROSSING IMPROVEMENTS**

		SWI STAFF HOURS										
No.	Contract Task/Phase	E-4	E-3	E-2	CADD Designer-Drafter	Survey Manager	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals	
		\$155	\$ 135	\$120	\$100	\$130	\$110	\$ 60				
	PLANNING & DESIGN PHASE SERVICES											
1	TASK 1.0 Administrative Tasks											
2	Includes typical administrative tasks, contract set up/insurance forms, and kick off meeting tasks	16						3	19	\$ 2,660		
3	General Project Administration (meetings, minutes, agendas, correspondence, etc.) - duration of project including one public hearing and two meetings with adjacent neighbors	16		24					40	\$ 5,360		
4	Preparation of the detailed schedule, revisions & updates	8							8	\$ 1,240		
5											\$ 9,260	
6	TASK 2.0 Design Schedule											
7	Included in TASK 1.0 Above								0	\$ -		
8											\$ -	
9	TASK 3.0 Preliminary 15% Design Report, Plans and Preliminary Construction Cost Estimate											
10	Topographic Survey - Base Map Preparation	4			16		24		44	\$ 4,860		
11	Concept Design Report, project elements, costs	8	4	32	8				52	\$ 6,420		
12	Preliminary 15% Alignment Plans	8		4	32				44	\$ 4,920		
13											\$ 16,200	
14	TASK 4.0 Utility Review											
15	Coordinate BlueStake and survey in existing utilities				8	2	8		18	\$ 1,940		
16	Coordinate with utilities	4			8				12	\$ 1,420		
17											\$ 3,360	
18	TASK 5.0 Structural Design											
19	Review and include structural details into planset	8			24				32	\$ 3,640		
20											\$ 3,640	
21	TASK 6.0 Preparation of Preliminary (30%) Design											
22	Preliminary Plans - Cover, Details, Notes, Demo Plan, Plan Sheets	8		8	40				56	\$ 6,200		
23	Preliminary Cost Estimate in Bid Schedule Format	8			16				24	\$ 2,840		
24											\$ 9,040	

Shephard - Wesnitzer, Inc.

PROJECT NAME: BREWER CROSSING IMPROVEMENTS

DATE PREPARED: December 8, 2016

SWI Project Number 12214.006

**PROJECT TASKS & HOURS - EXHIBIT A
BREWER ROAD CROSSING IMPROVEMENTS**

		SWI STAFF HOURS										
No.	Contract Task/Phase	E-4	E-3	E-2	CADD Designer-Drafter	Survey Manager	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals	
		\$155	\$ 135	\$120	\$100	\$130	\$110	\$ 60				
25	TASK 7.0 Preparation of Preliminary (60%) Design											
26	Preliminary Plans - Cover, Details, Notes, Plan Sheets	8		4	48				60	\$ 6,520		
27	Preliminary Drainage Report	4	8	40					52	\$ 6,500		
28	Cost Estimate in Bid Schedule Format	4			8				12	\$ 1,420		
29	Plans to AZWCO for review	8			8				16	\$ 2,040		
30	1st Submittal of the Project Technical Specifications	16							16	\$ 2,480		
31											\$ 18,960	
32	TASK 8.0 Preparation of Pre-final (90%) Plans, Specifications and Estimate for Submittal to City and Utility Companies											
33	Preliminary Plans - Cover, Details, Notes, Plan Sheets	8		8	40				56	\$ 6,200		
34	Cost Estimate in Bid Schedule Format	4		4	8				16	\$ 1,900		
35	Special Provisions/Technical Specifications	8							8	\$ 1,240		
36											\$ 9,340	
37	TASK 9.0 Preparation of Final Bid Package: (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate											
38	Final Plans - Cover, Details, Notes, Plan Sheets	4		8	40				52	\$ 5,580		
39	Final Cost Estimates & Bid Schedule Preparation	8		8					16	\$ 2,200		
40	Final Special Provisions/Technical Specifications	8							8	\$ 1,240		
41	Final Drainage Report	2	4	40					46	\$ 5,650		
42	No-Rise Certificate			4					4	\$ 480		
43											\$ 15,150	
44												
45	TOTAL SWI LABOR HOURS & FEE - DESIGN	170	16	184	304	2	32	3	711	\$ 84,950	\$ 84,950	
46												
47												
48	SUBCONSULTANTS									FEE	TOTAL FEE	
49	Structural									\$ 10,000	\$ 10,000	
50												
51	SUBTOTAL DESIGN PHASE SERVICES										\$ 94,950	
52												

Shephard - Wesnitzer, Inc.

PROJECT NAME: BREWER CROSSING IMPROVEMENTS

DATE PREPARED: December 8, 2016

SWI Project Number 12214.006

**PROJECT TASKS & HOURS - EXHIBIT A
BREWER ROAD CROSSING IMPROVEMENTS**

		SWI STAFF HOURS										
No.	Contract Task/Phase	E-4	E-3	E-2	CADD Designer-Drafter	Survey Manager	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals	
		\$155	\$ 135	\$120	\$100	\$130	\$110	\$ 60				
53	POST DESIGN PHASE SERVICES											
54												
55	TASK 10 Construction Pre-Bid Meeting											
56	Attend Pre-Bid Conference	2							2	\$ 310		
57											\$ 310	
58	TASK 11 Pre-Construction Meeting											
59	Attend Pre-Construction Conference	2							2	\$ 310		
60											\$ 310	
61	TASK 12 Monthly Progress Meetings											
62	Attend Monthly Progress Meetings during Construction	16							16	\$ 2,480		
63											\$ 2,480	
64	TASK 13 Post-Design Consultation Services											
65	Misc Meetings & Weekly Construction Observations, Report Preparation (2 hrs/week @ 16 weeks)	4		32					36	\$ 4,460		
66	Shop Drawing Reviews (up to 5) & Respond to RFI's (up to 10 RFI's)	6		10					16	\$ 2,130		
67	Change Order Preparation (up to 2)	6		10					16	\$ 2,130		
68	As-Built Survey					2	8		10	\$ 1,140		
69	Prepare Record Drawings & Final Certification/Close Out ADEQ submittals for ATO	8			16		10		34	\$ 3,940		
70											\$ 13,800	
71												
72	TOTAL SWI LABOR HOURS & FEE - POST DESIGN PHASE	44	0	52	16	2	18	0	132	\$16,900	\$ 16,900	
73												
74	TOTAL FOR DESIGN PHASE SERVICES INCLUDING SUBCONSULTANTS, AND POST DESIGN PHASE SERVICES										\$ 111,850	

SHEPHARD-WESNITZER, INC. - 2016 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	ENGINEER 5	\$165/HOUR
E-4	ENGINEER 4	\$155/HOUR
E-3	ENGINEER 3	\$135/HOUR
E-2	ENGINEER 2	\$120/HOUR
E-1	ENGINEER 1	\$110/HOUR
EIT-4	ENGINEER IN TRAINING	\$105/HOUR
EIT-3	ENGINEER IN TRAINING	\$100/HOUR
EIT-2	ENGINEER IN TRAINING	\$95/HOUR
EIT-1	ENGINEER IN TRAINING	\$90/HOUR
CADD-4	CADD DESIGNER.....	\$100/HOUR
CADD-3	CADD DESIGNER.....	\$95/HOUR
CADD-2	CADD DESIGNER.....	\$80/HOUR
CADD-1	CADD DESIGNER.....	\$60/HOUR
CAD-4	CAD DRAFTER	\$80/HOUR
CAD-3	CAD DRAFTER	\$70/HOUR
CAD-2	CAD DRAFTER	\$60/HOUR
CAD-1	CAD DRAFTER	\$50/HOUR
A-1	CLERICAL	\$60/HOUR
RLS	REGISTERED LAND SURVEYOR, PROJECT MANAGER	\$130/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF	\$110/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF	\$85/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF	\$90/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN.....	\$105/HOUR
T-3	PROJECTCOORDINATOR.....	\$90/HOUR
INT -1	INTERN.....	\$45/HOUR
	MARKETING DIRECTOR	\$60/HOUR
	GIS COORDINATOR	\$95/HOUR
	INSTRUMENT PERSON	\$80/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION	\$25/HOUR
	ARCHIVE FILE RESEARCH	\$60/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICES.....COST + 10%

PRINTS

BOND.....	\$2.75EACH
VELLUMS	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND	\$15.00EACH
XEROX.....	\$.09EACH
CD'S.....	\$5.00EACH
MILEAGE.....	\$.65 PER MILE

FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS
TWO TIMES OUR STANDARD RATES

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

EXHIBIT C

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the municipalities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
- 5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

- My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.R.S. § 39-101 et seq.
- My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Shephard - Wesnitzer, Inc.

Company Name

75 Kallof Place

Address

Sedona

City

AZ

State

86336

Zip

Signature of Person Authorized to Sign

Arthur H. Beckwith

Printed Name

Vice President

Title

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**CITY COUNCIL
AGENDA BILL**

**AB 2203
February 14, 2017
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Professional Services Contract with Carollo Engineers, Inc. in the approximate amount of \$212,069 for design of the WWRP Recharge Well No. 3 and No. 4 Project.

Department	Engineering/Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	02/26/14, AB 1723 05/13/14, AB 1788 10/14/14, AB 1853 01/27/15, AB 1908 04/14/15, AB 1922 12/08/15, AB 2032
Exhibits	A. Professional Services Contract

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required
		\$ 212,069
City Manager's Recommendation	Approve a professional services contract with Carollo for design of injection wells 3 and 4.	Amount Budgeted
		\$ 281,200
		Account No. 59-5320-89-6892 (Description) WW Effluent Management
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a Professional Services Contract for \$212,069 for the Wastewater Reclamation Plant (WWRP) Recharge Well No. 3 and No. 4 Design Project with Carollo Engineers, Inc. The scope of work includes well design and bid-phase services, equipping design and bid-phase services, permit support, and project administration.

Background: In February 2014, staff presented the Effluent Management Optimization Plan (Optimization Plan) to City Council. The Optimization Plan, completed by Carollo Engineers, outlined the optimum combination of effluent disposal methods in order to dispose of up to 2 million gallons per day (MGD) of treated effluent. Council directed staff to move forward with the recommended combination, which includes the following:

- Constructing up to 6 new recharge (injection) wells
 - Wells No. 1 and No. 2 increase effluent management capacity from approximately 1.2 MGD to 1.6 MGD, reducing reliance on other effluent management strategies and storage
 - Wells No. 3 and No. 4 further shift effluent management strategies away from spray irrigation, allowing release of 200 acres of land previously used for irrigation
 - Wells No. 5 and No. 6 (if necessary) will increase capacity up to 2.0 MGD of treated effluent and further reduce reliance on other effluent management strategies
- Retaining the existing 27 acres of wetlands, and
- Reducing spray irrigation from 300 acres to 100 acres

In November 2014, Carollo Engineers completed the Effluent Management Implementation Plan (Implementation Plan). The Implementation Plan provides the guidance necessary for timing and location of injection wells and release of land area. In addition, the Implementation Plan also addresses operational strategies, water credits, and regulatory requirements. In August 2015, the Dells Land Use Group completed a yearlong discussion, research, and report on land use recommendations for the 200 acres of land that will be freed up with the completion of 4 injection wells.

Where are we today?

Recharge Well No. 1 was drilled and tested in 2013, and Recharge Well No. 2 was drilled and tested in 2015. Both wells are currently in the equipping phase to install all necessary piping, pumps, and water storage to begin injecting. Testing of Well No. 1 and Well No. 2 indicated that each well would accept approximately 0.3 MGD. Recharge Wells No. 1 and No. 2 are projected to be operational in March 2017. Some infrastructure being installed with Wells No. 1 and No. 2 also support wells No. 3 and No. 4 including:

- Injection well supply pump station, wet well, and electrical building
- Chlorine generation system
- Filtration facilities

What does this project include?

The Professional Services Contract with Carollo Engineers for the WWRP Recharge Well No. 3 and No. 4 Design will include:

- Evaluation and reporting of the existing Point of Compliance (POC) well as required by the Arizona Department of Environmental Quality (ADEQ)
- Design of Well No. 3 and No. 4, and a new POC Well (if required by ADEQ)
- Bid-phase services for the drilling of Well No. 3 and No. 4, and a new POC Well (if required by ADEQ)
- Equipping design and bid-phase services for Well No. 3 and No. 4
- Permitting support

Staff recommends approving the Professional Services Contract with Carollo Engineers, Inc. in an amount not to exceed \$212,069. Funding for the contract was approved in the FY2016-2017 budget.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving this Professional Services Contract will prevent staff from moving forward in the implementation of injection as directed by Council in February 2014. This could have significant negative impacts on effluent disposal, which needs to be improved; historically, irrigation and wetlands have not performed well in the winter months and wastewater staff struggles to dispose of 1.2 million gallons of effluent daily.

MOTION

I move to: approve award of a Professional Services Contract to Carollo Engineers, Inc., for design services for the Wastewater Reclamation Plant Recharge Well No. 3 and No. 4 Project in the amount not to exceed \$212,069, subject to approval of a written contract by the City Attorney's office.

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EXHIBIT A

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

This contract is made and entered into on this ____ day of _____, 20__, by and between the City of Sedona ("CITY") and Carollo Engineers, Inc. "CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$212,069. 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.
 - C. 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, then 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 contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, *or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.*
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are 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. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. 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.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
 6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are

prepared in the performance of this contract 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.

7. 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.
8. 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 contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. *It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.*
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (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) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. 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 paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. In some instances, the CITY may request to be named an additional insured on the SERVICE PROVIDER's policies.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. 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.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- 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, acceptable 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 contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. 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 contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 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
- D. Failure on the part of the 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 contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. 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 Sedona access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. **TERMINATION.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, 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 contract, CITY shall have any remedy or right of set-off available at law and equity. 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.
13. **VENUE.** This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. **NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. **ENTIRE AGREEMENT.** This contract, 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 contract may be amended, modified or changed except by written amendment executed by both parties.
17. **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)).
18. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**

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. SERVICE PROVIDER further affirms that it is not engaged in any boycott of Israel. (Exhibit C) 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."

A. 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").

- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. 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.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event 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.
20. 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.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the

amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, 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 contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
- CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336
- CONSULTANT: Carollo Engineers, Inc.
Attn: David Sobeck, P.E.
4600 E Washington St., Suite 500
Phoenix, AZ 85034
24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____

Title: _____

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

CONSULTANT

By: _____

Title: _____

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

EXHIBIT/S

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.

Exhibit C

- Participation in Boycott of Israel Document

EXHIBIT A

RECHARGE WELL NO. 3 & NO. 4 DESIGN WASTEWATER RECLAMATION PLANT CITY OF SEDONA, ARIZONA

SCOPE OF WORK

February 2, 2017

INTRODUCTION

The City of Sedona (CITY) has recently completed the drilling of Injection (Recharge) Wells No. 1 & 2, and is in the process of completing the equipping of the wells. Consistent with the City's goal of repurposing a portion of the WWRP property on the east side of Highway 89A currently used for effluent disposal via spray irrigation, the City is moving forward with the installation of Recharge Wells No. 3 & 4.

SCOPE OF WORK

This SOW includes the following main tasks. The following sections describe the tasks and subtasks in detail.

1. Well Design and Bid-Phase Services
2. Equipping Design
3. Equipping Bid-Phase Services
4. Ancillary Facility Design
5. Permitting Support
6. Quality Management
7. Project Administration

TASK 100 Well Design and Bid-Phase Services

This task will be led by Southwest Groundwater Consultants (SGC). This task assumes the wells are located as shown in the current Aquifer Protection Permit (APP). This task does not include drilling oversight, which will be provided under a separate task order.

Task 110 Data Collection and Review

SGC will collect and review available data regarding the two (2) new recharge wells for the City of Sedona. Information to be queried includes the files of ADWR's basic data unit, ADWR's Operations division; reports by the United States Geologic Survey (USGS); the Arizona Geologic Survey; City of Sedona; Carollo Engineers Inc.; and the SGC library. During this task SGC will perform a site visit to both sites to determine the logistics of drilling a well at the site. While on site SGC will also evaluate available water source; potential discharge points;

pw://Carollo/Documents/Client/AZ/Sedona/8256B10/Project Management/Contracts/A+ Upgrades scope_Phase II.docx

accessibility; and surface and surrounding geology. Data collected during the site visits will be used, in part, for the creation of the technical specifications for the drilling and testing of the new wells.

Task 120 POC Well Evaluation and Design

Evaluation Report for POC Well #1 - ADEQ is requiring a new POC well that adequately monitors the same portion of the aquifer as the deep recharge wells are perforated. Therefore, SGC will help identify a location for a new POC well. A POC Evaluation Report will be prepared and submitted to ADEQ to meet the requirements of the APP Compliance Schedule Item # 7. The evaluation report shall consist of the following:

- Screen interval of the POC well reported as depth in feet below land surface (ft bls) and as elevation in feet above mean sea level (ft amsl)
- Existing/proposed screened interval of all six recharge wells as depths in ft bls and as elevation in ft amsl
- Recent depth to groundwater in the existing POC well
- Hydrograph of POC #1 showing depth to water trends
- Evaluation on appropriateness of existing POC well to monitor recharge wells
- Proposed location and design of new POC well (if recommended).

Technical Specifications - Because the drilling method, design, and development and testing of the new POC well may differ from the new recharge wells, SGC will prepare a separate technical specification or include a separate section within the Recharge well specification for the drilling and completion of the POC well. The specification will include a preliminary well design and bidding documents specifically for the POC well. The preliminary well design will include the estimated depth to groundwater at the new POC location. In addition, the preliminary well design will include the proposed depth of the screened interval.

SGC will provide a construction cost estimate for the City's review.

Note: it is assumed that a permanent power supply is not required for the POC well

Task 130 Design Specifications for Recharge Well

Technical Specifications - Technical specifications for two (2) new recharge wells will be prepared by SGC for inclusion in the City's bidding documents.

Draft technical specifications and a bid tab package for the well installation and testing will be presented for review and comment. The final technical specifications and bid package will be prepared by SGC based on approval of the draft specifications for submittal to potential well drilling contractors. As part of the technical specifications SGC will complete a well location map, preliminary well design, and include the lithologic logs of the two existing recharge wells that are located onsite.

SGC will provide a construction cost estimate for the City's review.

Bidding Assistance - It is understood that drillers will be pre-qualified by the City. SGC will provide bidding assistance to Carollo and the City for the selection of the drilling contractor.

Support will include a pre-bid meeting, distribution of addendums, if necessary, and review of the contractor bids with respect to compliance the technical specifications bid tabs.

Task 140 Progress Meetings

SGC anticipates that at least two progress meetings will be required during the design phase. The meetings are expected to be at the site or at the City of Sedona's office. The meetings will be conducted to discuss the progress of the project with Carollo, the City, and SGC.

Task 150 Permit Support (If Required)

SGC may provide permit support for the modification of the Aquifer Protection Permit (APP), if required. This is an optional task and will be completed by SGC only upon request on a time and materials basis.

TASK 200 Equipping Design and Bid Documents

This task involves design tasks required to develop bidding documents for the equipping of Recharge Wells No. 3 and No. 4 at the Sedona WWRP.

The design is based on the following general assumptions:

- Wells 3 & 4 will be supplied by the new Injection Well Supply Pump Station. Two (2) new supply pumps will be added as needed.
- The existing 6-inch supply pipe to Area 3 will need to be upsized to accommodate flows to multiple wells operating at the same time.
- Flush water piping will be connected to the existing flush system provided for Well No. 2. It is assumed that Wetland Basin No. 7 will be capable of accepting this additional volume.
- The reverse siphon method will be employed for injection rate control, utilizing a vertical turbine line shaft pump.
- An enclosed building will not be provided for well-head equipment. A CMU or precast structure will be provided for Electrical and control equipment.
- APS will provide a separate power supply for each injection well. It is our understanding that the City does not desire to provide standby power, therefore, it is not included in this scope of work.
- Injection well operational control will be highly automated through SCADA control and communications. SCADA communications will be provided by a radio system.

CONSULTANT will generate a computer-generated radio path study during design. A physical radio path will be conducted by the CONTRACTOR during construction.

- A survey of Areas 2B and 3 will be provided to establish existing grades for the project.

The design will generally be based on the previous design for Recharge Wells No. 1 and No. 2, with updates as necessary to capture lessons-learned, site-specific issues, and requested changes by the CITY. Specifications will be updated as needed to capture improvements since the previous design. CONSULTANT will submit design packages at the 50%, 90%, and final completion (Bid) levels.

Preparation of construction drawings and technical specifications will be based on the standards below:

1. Electronic Drawings: Electronic drawings shall be prepared in accordance with the CONSULTANT's CADD standards.
2. Technical Specifications: Technical specifications shall be prepared using the CONSULTANT's Standard Specifications, Divisions 2 through 17 (Master Format 95). It is understood that the CITY will provide front-end contract documents and General Conditions. CONSULTANT will review the General Conditions and provide supplemental Division 1 specifications, where necessary, to supplement the General Conditions or to avoid conflicts therewith.

Task 210 50% Design Submittal

The 50% design submittal will include key drawings, draft specifications for major equipment, control narratives, preliminary construction cost estimate, and a draft specifications table of contents (Division 2-17).

Drawings are anticipated to include a preliminary hydraulic profile; process flow diagram, design criteria, site plan identifying location of major equipment (wells, pump station, filters), piping, and structures on the site; piping plan and profile sheets as necessary; key structural and mechanical plans and sections; chemical feed system equipment sizing and layout; preliminary single line diagrams; preliminary duct bank routing; and draft process and instrumentation diagrams.

The 50% design will be submitted for CITY review one week prior to the 50% design workshop. It is assumed that written comments will be provided by the CITY to the CONSULTANT within two weeks of submittal.

Task 220 90% Design Submittal

The 90% design submittal will consist of substantially complete drawings and specifications, and an updated construction cost estimate which address CITY comments from the 50% design submittal. The submittal will be provided to the CITY for final review and acceptance. The 90% design will be submitted to regulatory agencies in support of the APP and USF permits, but will not be used for bidding purposes.

The 90% design will be submitted for CITY review one week prior to the 90% design workshop. It is assumed that written comments will be provided by the CITY to the CONSULTANT within two weeks of the submittal. Comments will be incorporated into the final design.

Task 230 Final Design (Bid-Ready) Submittal

The Final design submittal will incorporate comments from the 90% review and will be a complete bid-ready document set, consisting of a volume of technical specifications, and a volume of drawings. A final construction cost estimate will also be provided. It is understood that the CITY will assemble the volume containing the contract documents and General Conditions provided by the CITY, and Supplemental Conditions provided by the CONSULTANT. CONSULTANT shall prepare Division 1 specifications to supplement General Conditions.

Deliverables:

The CONSULTANT will submit design packages at the 50%, 90%, and final completion stages. Two (2) hard copies and one (1) electronic pdf copy of the progress submittal packages will be included with each submittal for CITY review. The Bid set will be posted to the City's website by the CITY, and hard copies of the bid documents will be provided to potential bidders by the CITY, as requested.

Task 240 Design-Phase Meetings/Workshops/City Council Presentation

The following meetings and workshops are anticipated during the design phase of the project (not including construction meetings). CONSULTANT shall prepare agendas and issue meeting minutes. A main objective of the kick-off meeting will be to discuss with engineering and operations staff lessons-learned from the previous design to help ensure that identified enhancements are implemented.

- Kick-off meeting
- 50% design review workshop
- 90% design review workshop
- Design progress meetings (monthly, via conference call)
- City Council Meeting: Upon request by staff, CONSULTANT will attend up to one (1) meeting with City Council during the course of the project.

TASK 300 Ancillary Facility Design

This task includes design of the following ancillary facilities, as requested by the City. It is assumed that these elements will be included in the Recharge Wells 3 & 4 bid package:

- Effluent pipeline to Reservoir No. 3 (currently believed to be undersized causing flooding of the UV system during high flow/storm events). This effort would include a hydraulic evaluation of the existing pipeline, and a design to upsize the line.
- Weir gate design at Plant Water Pump Station

TASK 400 Equipping Bid-Phase Services

The CONSULTANT will provide bid-phase services as described below. It is assumed that the CITY will provide copies of contract documents to potential bidders and maintain a bidders list.

Task 410 Pre-Bid Conference

CONSULTANT shall provide input on the agenda and attend the Pre-Bid Conference with the CITY. CONSULTANT shall assist with a site walk focusing on the areas associated with the project. CONSULTANT shall also respond to potential bidders' inquiries during the Conference. CONSULTANT will provide input to CITY on meeting notes.

Task 420 Respond to Bidders' Questions

CONSULTANT shall assist the CITY in responding to potential bidders' questions during the bidding phase. All responses to bidders' questions shall be provided in written form and maintained in a log of responses.

Task 430 Prepare Addenda

If necessary, CONSULTANT shall assist in preparing addenda to the design documents to clarify the intent of the design. CONSULTANT shall provide information related to the addenda in electronic format. It is assumed that the CITY will assemble, issue, and sign final addenda. A maximum of two addenda are assumed under this task.

Task 440 Bid Review

After bid closing, CONSULTANT shall assist the CITY to review the bids and identify the lowest responsive, responsible Contractor whose proposal is satisfactory.

TASK 500 Permitting Support

This task includes preparing and submitting a minor permit amendment as required by ADEQ to establish monitoring requirements for the new POC well (Compliance Schedule Item #11). The Ambient Groundwater Monitoring Report (prepared by SGC) will be attached to the application.

Wells 3 & 4 are currently permitted through ADEQ's Aquifer Protection Permit (APP), ADEQ's Underground Storage Facility (USF) programs, and EPA's Injection Well Inventory. However, if the location of either or both wells changes significantly from the location identified in the permits for whatever reason, the permits will need to be amended to show the actual location of the well(s). This task includes preparing and submitting applications for the permits amendments. The level of effort is based on a minor amendment to update the location of the wells. Regulatory agency permit review fees are NOT included in this fee proposal. It is assumed that these fees will be paid directly by the CITY.

TASK 600 Quality Management (QM)

The CONSULTANT shall provide quality control reviews of work product and deliverables throughout the duration of the Project. At the onset of the Project, a checklist will be developed outlining key milestones associated with the work efforts. These key milestones may include, but are not limited to, critical decision points (DCR), deliverables, and workshops. Project progress and overall schedule will be regularly monitored by the Project Management team.

The CONSULTANT will also identify standards and legal requirements that may be applicable to the Project, such as design standards and local agency review requirements. These standards

will be established early in the Project in order to facilitate effective implementation. The standards will be referenced while performing Project work to avoid deviation from the standards and help promote a quality product.

Each deliverable will undergo a formal internal quality review prior to issuance. The review will be completed by a senior staff member with specific knowledge relevant to the Project. The technical review team will provide feedback in accordance with the established standards at the identified key milestones and prior to the issuance of deliverables to maintain the quality of the work. The deliverables will be updated with the review comments prior to issuance to the CITY.

In addition to review of deliverables, the CONSULTANT will also perform periodic peer reviews at critical points during the project to assist in ensuring the project direction, progress and schedule are consistent with the established goals for the project.

Good communication is an integral component of the CONSULTANT's QM strategy. Open lines of communication within the project team will reduce the need for changes in work product, minimize the opportunity for mistakes and help maintain schedules. Open communication with the CITY will also help minimize risks to the Project and will allow involvement of the CITY in the decision-making process as well as the review process.

These Quality Management measures will allow the CONSULTANT to meet project goals while staying on schedule, within budget, and within the scope and standard care of the profession.

(Note: The proposed key Project Team members will remain committed to the project in their assigned roles throughout the duration of the work effort. Changes in key personnel, including any Subconsultants, will not be made without prior, written approval of the CITY. The CITY shall not unjustly withhold permission for substitution of personnel for reasons outside of the control of the CONSULTANT.)

TASK 700 Project Administration

The CONSULTANT will report directly to the CITY Engineer or designated staff member throughout the execution of the Project to discuss the overall progress of the Project and develop plans for Project delivery consistent with the CITY's established goals. Interaction with other CITY staff, and relevant project stakeholders will occur at the request of the CITY Engineer or CITY Manager, and within the scope of work and budget.

The CONSULTANT shall perform various project management and monitoring activities as part of this work effort. Specific project management services include development and update of a Project schedule, development of Project progress reports and invoices, development of applicable formats and standards, and management of individual Project team resources to assist in a Project delivery consistent with the CITY's specific needs for this portion of the project.

FEE

The manhours and associated fee for the above scope of work is shown in Attachment 1, cost breakdown document (based on an hourly fee schedule with a not-to-exceed amount).

SCHEDULE

pw://Carollo/Documents/Client/AZ/Sedona/8256B10/Project Management/Contracts/A+ Upgrades scope_Phase II.docx

A preliminary schedule is included as Attachment 2 and is based on the NTP date indicated and other assumptions, such as City and regulatory agency review periods. The schedule will be maintained and updated as needed as the project develops.

STANDARD OF CARE

The CONSULTANT shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time the notice to proceed is issued. The CONSULTANT and CITY mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

COST ESTIMATING

As part of this Project, the CONSULTANT will be completing cost estimates/preliminary opinions of cost. It should be noted that the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a future Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates provided as part of this Project are the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the CONSULTANT.

LIMITATIONS AND ASSUMPTIONS

The SOW is based on the following limitations and assumptions (in addition to any listed above):

- This scope of work does not include Geotechnical services.
- This scope of work does not include construction phase services. This will be negotiated as a separate task order.
- Permitting fees are not included in the fee proposal. It is assumed that any permit fees will be paid directly to the regulatory agency by the CITY.
- Analytical fees are not included and will be covered by the City.

ATTACHMENT 1: ESTIMATED MANHOURS AND PROJECT COST

**Attachment 2 to Exhibit A
CITY OF SEDONA**



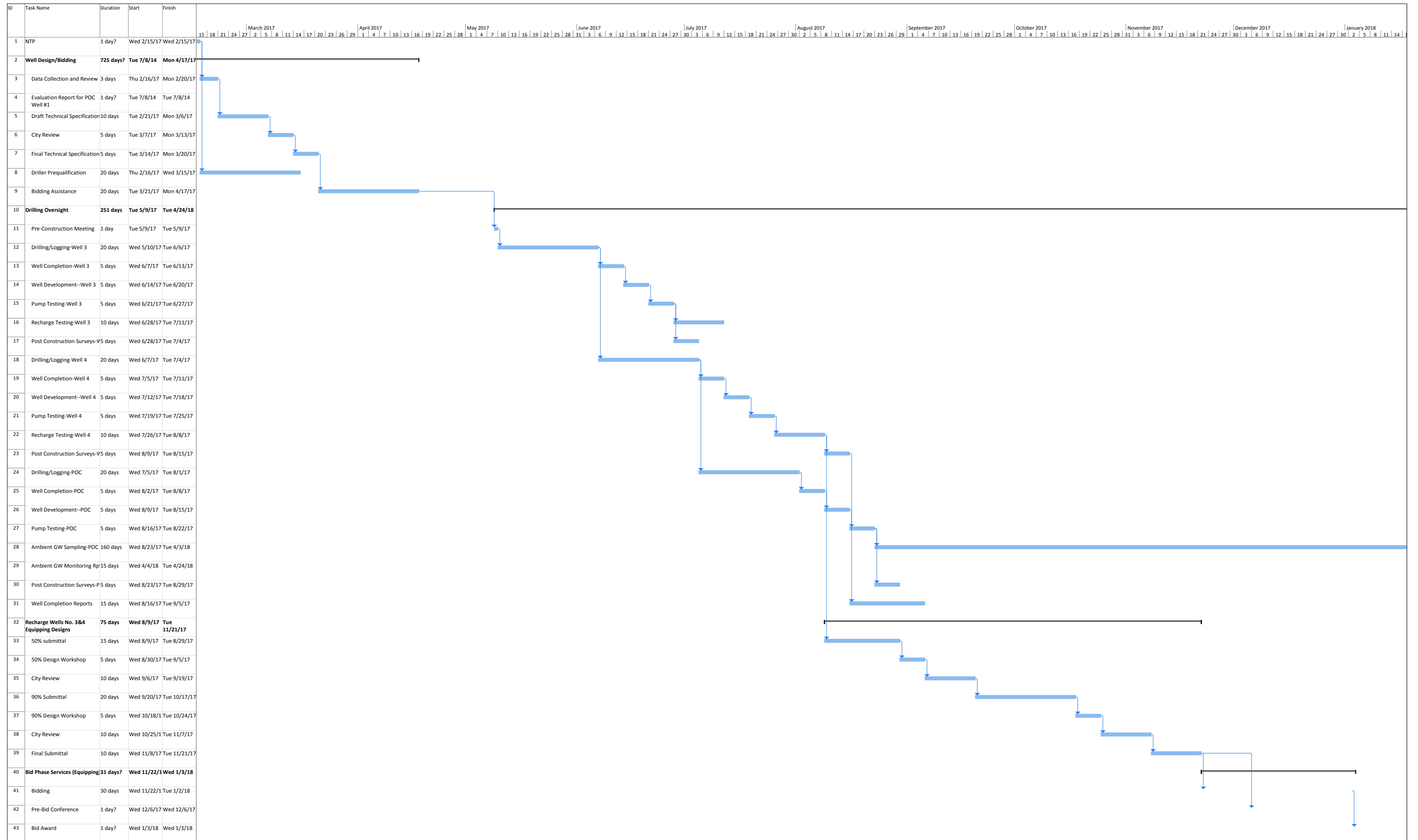
SEDONA WWRP

RECHARGE WELLS NO. 3 & NO. 4 DESIGN MANHOUR ESTIMATE

February 2, 2017

Tasks	Tasks	Detailed Manhour Breakdown							Total Manhours	Total Cost
		Project Director	Project Manager/ Lead Engineer	Quality Manager	Project Engineer	Discipline Engineer	CAD Designer	WP/ Clerical		
		\$226.00	\$199.00	\$226.00	\$193.00	\$167.00	\$135.00	\$85.00		
100	Oversight of Well Design and Bid-Phase Services	0	12	0	32	0	0	0	44	\$ 8,564
110	Data Collection and Review		2		8				10	\$ 1,942
120	POC Well Evaluation and Design		2		8				10	\$ 1,942
130	Recharge Well Design Specifications		4		12				16	\$ 3,112
140	Progress Meetings		4		4				8	\$ 1,568
150	Permit Support								0	\$ -
200	Equipping Design & Bid Documents	2	80	0	130	180	160	100	652	\$ 101,622
210	50% Design		16		34	60	40	24	174	\$ 27,208
220	90% Design		24		60	100	80	60	324	\$ 48,956
230	Final Design/Bid Documents		16		20	20	40	16	112	\$ 17,144
240	Design Phase Meeting/Workshops	2	24		16				42	\$ 8,316
300	Ancillary Facility Design		12		16	24	24		76	\$ 12,724
400	Bid-Phase Services	0	16	0	16	0	8	4	44	\$ 7,692
410	Pre-Bid Conference		4						4	\$ 796
420	Respond to Bidders' Questions		4		8				12	\$ 2,340
430	Prepare Addenda		4		8		8	4	24	\$ 3,760
44	Bid Review		4						4	\$ 796
500	Permitting Support		16		24			12	52	\$ 8,836
600	Quality Management			40					40	\$ 9,040
700	Project Administration	4	32						36	\$ 7,272
Manhours/Cost		6	168	40	218	204	192	116	944	\$ 155,750
Subconsultants										
	EI&C Design Consultant (EIC)									\$ 24,774
	Survey (Premier)									\$ 8,500
	Hydrogeologist (SGC)									\$ 19,845
Expenses										
	- Travel and Subsistence									\$ 3,000
	- Shipping and Printing									\$ 200
	- Analytical Fees									NA
Total										\$ 212,069

ATTACHMENT 2: PRELIMINARY PROJECT SCHEDULE



Project: InWell 3-4 Design
Date: Thu 2/2/17

Task Split

Milestone Summary

Project Summary External Tasks

External Milestone Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

Deadline Progress

Manual Progress

Page 1

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the municipalities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
(a) together with other investors that are not subject to this section.
(b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

- _____ My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.R.S. § 39-101 et seq.
_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Company Name
Address
City State Zip

Signature of Person Authorized to Sign
Printed Name
Title

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**CITY COUNCIL
AGENDA BILL**

**AB 2202
February 14, 2017
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of a Fair/Festival Liquor License application for Page Springs Vineyards & Cellars in conjunction with the Wheels on the Ground, Inc. mountain bike festival scheduled for Friday, March 3, 2017 through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review and inspection in the City Clerk's Office.

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve Fair/Festival Liquor License application for Page Springs Vineyards and Cellars.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A]. There is also a provision where Fair/Festival Licenses may be "stacked" with a Special Event Liquor License. A Fair/Festival license allows a licensed farm winery or craft distillery to serve products they produce at a festival, sanctioned county or state fair, or within the premises of a licensed special event. Liquor produced under the provisions of the farm winery or craft distillery license may be served for consumption on the fair/festival premises or "to-go" in the original, sealed container. This application requires state approval and the approval of the local government where the special event and fair/festival will take place.

At the January 24, 2017 City Council meeting, a special event license was approved by City Council for Wheels on the Ground, Inc. for a mountain bike festival event. This Fair/Festival License will be stacked with this special event. This agenda bill allows Council the opportunity to consider the Fair/Festival Liquor License application associated with the

mountain bike festival event scheduled for March 3 through 5, 2017 from 12:00 p.m. (noon) to 8:00 p.m. at Posse Grounds Park located at 525 Posse Ground Road in Sedona.

The event is open to the public with no age restrictions. Picture ID will be required to ensure that participants are over 21 years of age to purchase and consume alcohol. Consumption of alcohol will only take place in the barricaded area. Professional servers, volunteers, and park rangers will be present to ensure compliance with the licenses.

The overall event will be managed through the issuance of a Temporary Use Permit (TUP). Community Development, Finance, Parks & Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff requests that the City Council recommend that this application be approved.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Fair/Festival Liquor License application for Page Springs Vineyards & Cellars in conjunction with the Wheels on the Ground, Inc. mountain bike festival scheduled for Friday, March 3, 2017 through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

MOTION

I move to: approve a Fair/Festival Liquor License application for Page Springs Vineyards & Cellars in conjunction with the Wheels on the Ground, Inc. mountain bike festival scheduled for Friday, March 3, 2017 through Sunday, March 5, 2017, located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2205
February 14, 2017
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible action to adopt a resolution and ordinance amending City Code Section 10.30.040 (Parking Permits); and to approve a resolution authorizing the designation of portions of the Rim Shadows neighborhood as a residential parking permit area.

Department	Public Works
Time to Present	5 Minutes
Total Time for Item	45 Minutes
Other Council Meetings	June 15, 2016 November 10, 2016
Exhibits	A. Resolution for Parking Permit Ordinance B. Ordinance for Parking Permits C. Resolution for Rim Shadows Permit Parking Only

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a resolution and ordinance amending Sedona City Code Section 10.30.040 (Parking Permits).	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Recent increases in tourism have exacerbated parking related issues at and/or near trailheads. Due to escalated concern in the Rim Shadows area in relation to parking issues near the Soldiers Pass Trailhead, staff presented options for solutions to Council on November 10, 2016. Council directed staff to proceed with expanding parking restrictions in the Rim Shadows neighborhood under the authority of a previously established resolution for this same area. Although staff has already received authority to proceed with expanding parking restrictions, staff is requesting approval of an updated resolution to establish the authority to create a residential permit parking area.

Since the November 10, 2016 council meeting staff has completed the following:

- Researched the best method of expanding parking restrictions in the Rim Shadows neighborhood.

- Considered issues with enforcement, resident parking needs, special event parking, and private park access.
- Determined that establishing a residential permit parking area would be the most effective solution.
- Prepared an updated parking restriction sign plan for the residential permit parking area.
- Coordinated details of the residential permit parking area with the Shadow Estates Homeowners' Association. The Association supports staff's residential permit parking area proposal.
- Coordinated details of the residential permit parking area with other City departments.



Details of the Rim Shadows neighborhood residential permit parking are as follows:

- Rim Shadows neighborhood parking will be limited to motor vehicles bearing a valid parking permit.
- Each property within the residential permit parking area will be issued one parking permit per person for their principal vehicle.
- Right of way permits may be issued for special events.

The establishment and expansion of a “No Parking” zone in this area was previously approved by Council. This request establishes a residential permit parking area in the Rim Shadows neighborhood to clarify parking restrictions and address related concerns.

Community Plan Compliant: Yes - No - Not Applicable

Although the Community Plan seems to focus more on traffic congestion, one of the key issues identified in the Traffic Circulation Chapter is: “A need for clearer solutions balancing increased tourism with infrastructure improvements.” In a more general sense, the Community Plan and the City’s Vision statement make reference to a sense of place that is welcoming to both locals and visitors.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2017-__ amending the City Code Section 10.30.040 (Parking Permits) establishing a process for residential permit parking.

After 1st reading,

I move to: approve Ordinance No. 2017-__ amending the City Code Section 10.30.040 (Parking Permits) establishing a process for residential permit parking.

I move to: approve Resolution 2017-__ approving the designation of a residential permit parking area in the Rim Shadows neighborhood in accordance with City Code Section 10.30.040 (Parking Permits).

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RESOLUTION NO. 2017-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED
AMENDMENTS TO SEDONA CITY CODE, SECTION 10.30.040 (PARKING
PERMITS).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA that the terms set forth in that document attached hereto as Exhibit A and
entitled "2017 Amendments to the City Code (Parking Permits)" constitute a public
record to be incorporated by reference into Ordinance No. 2017-__.

At least one (1) paper copy and one (1) electronic copy of this public record shall
be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED this 14th day of February, 2017 by the Mayor and
Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert Pickels, Jr., City Attorney

Exhibit A
2017 Amendments to the City Code (Parking Permits)

10.30.040 Parking permits.

A. The city or a private person or entity acting pursuant to a contract with the city shall issue permits or decals authorizing persons to park in specially designated parking areas and shall provide for appropriate display of the permits or decals. Permits or decals shall be issued only for vehicles authorized to park in certain designated areas owned by the city or in areas designated for private parking pursuant to parking agreements entered into with the city. [Ord. 2013-10 § 1, 11-26-2013 (Res. 2013-27 Exh. A, 11-26-2013)].

B. Residential Permit Parking

1. The city council may, upon recommendation of the city engineer, designate residential areas within the city consisting of streets or portions of streets upon which the parking of motor vehicles shall be restricted in whole or in part to motor vehicles bearing a valid parking permit issued pursuant to this article.

2. A residential area shall be eligible for designation as a residential parking permit area when the city engineer has determined that parking in the area is significantly impacted by motor vehicles owned by nonresidents. In making a determination of significant impact, the city engineer shall consider any or all of the following:

- a) The need to reduce hazardous traffic conditions in the area;
- b) Protection of the area from polluted air, excessive noise, and trash and refuse cause by the entry of non-resident vehicles;
- c) Protection of residents of the area from unreasonable burdens in gaining access to their residences; and
- d) Preserving the character of the area as a residential district and preserving the value of the property in the area.

3. In each residential parking permit area, the city engineer shall cause parking signs to be erected in the area, indicating the times and conditions under which parking shall be by permit only.

4. Upon application, any person who resides on property immediately adjacent to a street within a residential parking permit area shall be entitled to receive one residential parking permit for each vehicle for which he/she is the principal operator and which is regularly parked within the residential parking permit area.

ORDINANCE NO. 2017-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE SEDONA CITY CODE SECTION 10.30.040 (PARKING PERMITS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, it is the intention of the City Council to provide further clarity and ease of administration of those provisions set forth in Section 10.30.040 relating to Parking Permits.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Section 10.30.040 (PARKING PERMITS)

Section 10.30.040 of the Sedona City Code is hereby amended by incorporating by reference those changes set forth in that public record entitled “2017 Amendments to City Code (Parking Permits)” and established as a public record by Resolution No. 2017-__ as though said provisions are fully set forth herein.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona, this 14th day of February, 2017.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert Pickels, Jr., City Attorney

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RESOLUTION NO. 2017-_____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, DESIGNATING A PORTION OF SHADOW ROCK, RIM SHADOWS, AND CANYON SHADOWS SUBDIVISIONS AS A RESIDENTIAL PERMIT PARKING AREA.

WHEREAS, Cities and towns may, pursuant to A.R.S. § 28-627.A.1, regulate the standing or parking of vehicles on streets or highways under their jurisdiction as a reasonable exercise of their police powers; and

WHEREAS, City staff has investigated the issue of creating an area of Residential Permit Parking in the Rim Shadows neighborhood, after having received requests from owners and residents in the Rim Shadows neighborhood, and staff is recommending that the area outlined in Exhibit A be designated an area of Residential Permit Parking; and

WHEREAS, the city engineer has determined that parking in the area is significantly impacted by motor vehicles owned by nonresidents; and

WHEREAS, the Sedona City Code, § 10.20.030.A, requires that parking restrictions become effective only upon specific approval by resolution of the City Council, and where appropriate signs and other markings are installed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the entire public area in the Rim Shadows and Canyon Shadows Subdivisions, and a portion of the public area in the Shadow Rock Subdivision as described in Exhibit A, is hereby designated an area of Residential Permit Parking, and the City Engineer is authorized to install the necessary postings and highway markings.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 14th day of February, 2017.

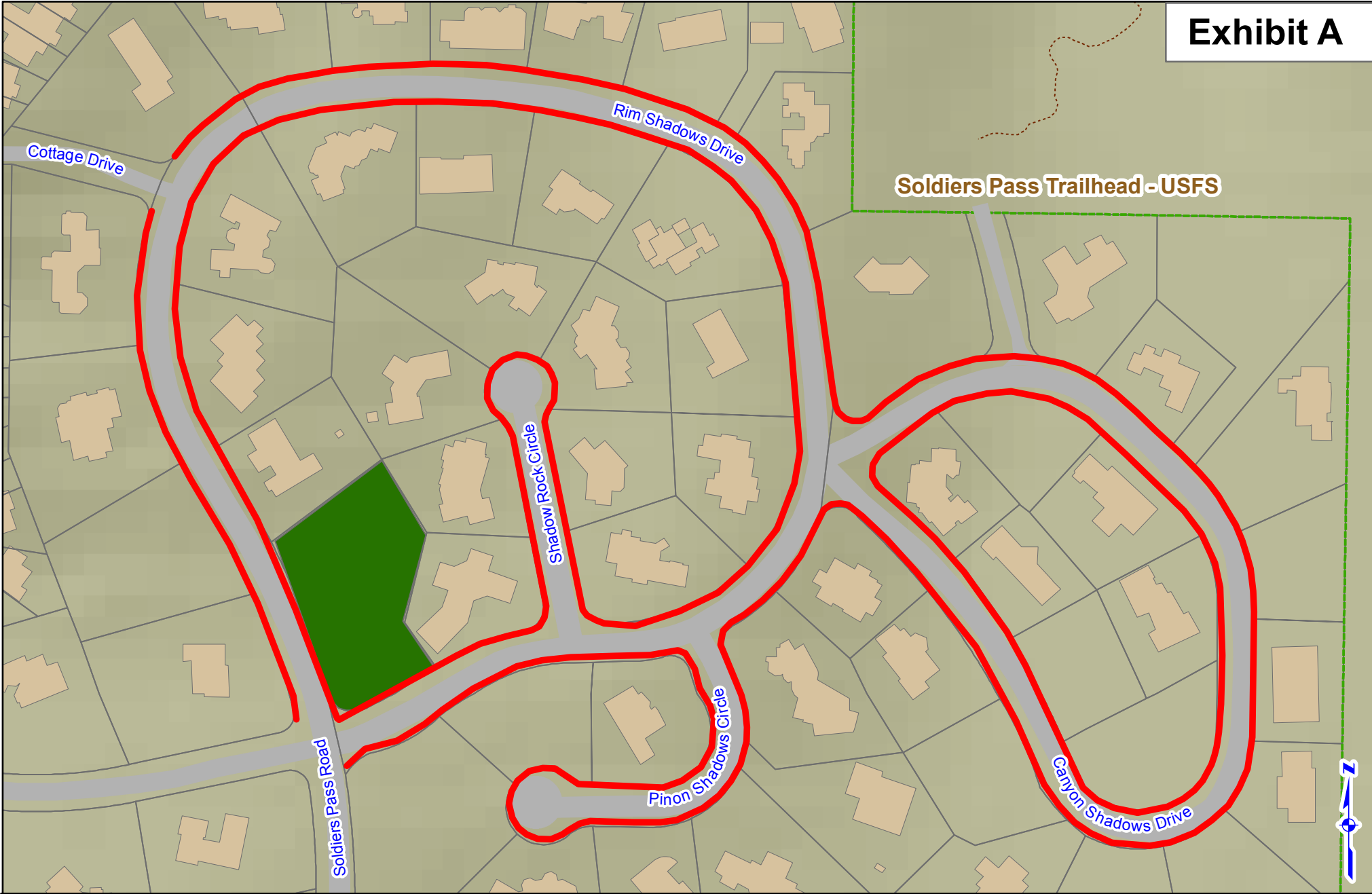
Sandra J. Moriarty, Mayor

ATTEST:

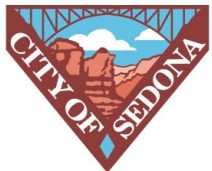
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

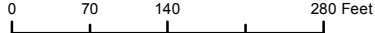


Soldiers Pass Trailhead - USFS



No Parking Zone

— Proposed "No Parking Zones"



This map/data is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty or fitness is implied.



**CITY COUNCIL
AGENDA BILL**

**AB 2201
February 14, 2017
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding a resolution and ordinance amending the Sedona City Code, Chapter 3.10 (Claims and Demands).

Department: Legal
Time to Present: 5 Minutes
Total Time for Item: 20 Minutes
Other Council Meetings: N/A
Exhibits: A. Resolution
 B. Ordinance

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve a resolution and ordinance amending the Sedona City Code Chapter 3.10 (Claims and Demands Against the City).	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background:

Chapter 3.10 of the Sedona City Code outlines the manner in which claims and demands against the City shall be made. In reviewing various provisions of Chapter 3.10, and through its application in previous litigation matters involving the City, several areas have been identified which require revision in order to manage the claims process most efficiently and avoid potential conflicts.

3.10.020

This section outlines the claim filing procedures. Claims filed against public entities in Arizona must comply with A.R.S. § 12-821.01. Although much of the language in this section mirrors that found in § 12-821.01, there is no reason to restate it in the City Code, thereby creating an impression that the City Code in any way applies to the filing of claims, which it cannot.

The balance of this section currently describes how a response will be determined, including the possible referral of claims to mediation or another alternative dispute resolution (ADR)

method. While ADR, including mediation, can be an effective tool to use in managing claims made against the City, experience has shown that this provision can cause confusion to prospective litigants in that it fails to distinguish between tort and contract claims. Contract claims have a separate and distinct “claim” process that is governed by a contractual relationship completely independent of the § 12-821.01 process. Contract claims may also eventually be subject to § 12-821.01, but not until all administrative processes as outlined in any particular contract have been exhausted.

The proposed change to this section will preserve the option of pursuing ADR on any non-contractual claim, while also ensuring that contract claims are not mistaken as being prematurely under the purview of § 12-821.01.

3.10.030

This section outlines the alternative dispute resolution (ADR) protocol, should it be determined that such a method should be employed under the appropriate circumstances. Again, there is no distinction in this section between tort and contract claims. In order to clarify that contract claims are not intended to be subject to ADR until an appropriate time, it is proposed that qualifying language to that effect be added in this section.

3.10.040

This section outlines the authority of the city manager to settle claims and the corresponding reporting requirement to the city council. Minor revisions are proposed to this section adding language to require consultation with the city attorney prior to settlement of any claims, and identifying “periodic” reports of claims activity to the city council in place of the existing “quarterly” reports. Historically, claims activity has not been so significant as to necessitate quarterly reporting.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None.

MOTION

I move to: approve Resolution No. 2017-__ establishing as a public record a proposed amendment to the Sedona City Code Section 3.10 relating to claims and demands against the City.

After First Reading,

I move to: adopt Ordinance No. 2017-__ amending the City Code Chapter 3.10 (Claims and Demands Against the City).

RESOLUTION NO. 2017-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED
AMENDMENTS TO SEDONA CITY CODE, CHAPTER 3.10 (CLAIMS AND DEMANDS
AGAINST THE CITY).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA that the terms set forth in that document attached hereto as Exhibit A and
entitled "2017 Amendments to Sedona City Code (Claims and Demands Against the
City)" constitute a public record to be incorporated by reference into Ordinance No.
2017-__.

At least one (1) paper copy and one (1) electronic copy of this public record shall
be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED this 14th day of February, 2017 by the Mayor and
Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

Exhibit A

2017 Amendments to Sedona City Code (Claims and Demands Against the City)

Chapter 3.10 CLAIMS AND DEMANDS AGAINST THE CITY

Sections:

- 3.10.010 In general.
- 3.10.020 Claim filing procedures.
- 3.10.030 Alternative dispute resolution.
- 3.10.040 Authority of the city manager to settle claims.

3.10.010 In general.

This chapter is intended to set forth the process and settlement authority of designated city representatives in settlement of any monetary claims or disputes brought against the city. The provisions of this chapter incorporate and supersede the provisions of Ordinances 95-20 and 97-05. [Ord. 99-04, 3-9-1999. Code 2006 § 3-7-1].

3.10.020 Claim filing procedures.

A. A person or legal entity that believes they have a claim against the city shall serve a notice of claim in accordance with A.R.S. § 12-821.01.B. Upon receipt of a statutorily compliant claim, the city attorney will determine if a response is appropriate along with the form and substance in which any such response shall be communicated to a claimant. [Ord. 99-04, 3-9-1999. Code 2006 § 3-7-2].

3.10.030 Alternative dispute resolution.

A. For any claim other than a breach of contract or claims for additional cost or time relative to the performance of any contract for which the contractual remedy has not been exhausted, the city attorney may determine that the process of alternative dispute resolution should be employed, in which case the city attorney shall acknowledge, in writing to the claimant, receipt of the claim and give notice that the alternative dispute resolution procedures must be complied with. The city attorney shall then refer the claim to either the city volunteer mediation service, a private mediation service, or the State Attorney General's Mediation Office. The city attorney may also stipulate with the claimant to use any other alternative dispute resolution mechanism.

B. The mediation service, to which the claim is referred, shall set a mediation meeting at a time convenient to the parties, but no later than 60 days of the receipt of referral from the city. Written notice of the mediation hearing date shall be provided to both parties and to the claimant by first class mail.

C. The parties shall meet at the appointed time as scheduled. The city shall be represented by a person with knowledge and understanding concerning the claim.

D. Any agreement developed during the mediation shall be submitted to the city manager who may, in his discretion, consummate a final settlement of the claim if it falls within the parameters of his settlement authority as set forth in SCC 3.10.040, or if not, the proposed settlement agreement shall be submitted to the city council for approval.

E. Upon agreement of the parties, mediation may be continued for more than one session if the need exists.

F. The mediator shall issue a written final decision or notice of disposition at the conclusion of the mediation, including, in the event the parties do not reach agreement in resolving the claim, notice that the claim is unresolved and is, therefore, presented to the city for action pursuant to A.R.S. Section 12-821.01(A) and (E). The time frame set out in A.R.S. Section 12-821.01 for giving notice of a potential claim and initiating suit shall run from the date a final decision or notice of disposition is issued at the conclusion of mediation. In the event the parties are not able to agree to a resolution of the dispute during mediation the claimant may proceed as provided for in A.R.S. Section 12-821.01. [Ord. 99-04, 3-9-1999. Code 2006 § 3-7-3].

3.10.040 Authority of the city manager to settle claims.

A. The city manager is authorized to negotiate and settle claims and disputes brought against the city, its officers, appointees and employees, subject to the following conditions:

1. The city manager or the city manager's designated representative has made a thorough investigation regarding questions of liability and damages and has determined a reasonable dollar value of the claim.
2. The claim and any proposed settlement has been reviewed and approved by the city attorney.
3. The settlement is conditioned upon an appropriate written release by the claimant in favor of the city, its officers, appointees and employees.

B. The settlement authority of the city manager is limited in the following respects:

1. For claims which have been submitted to the city's insurance carrier, the city manager is authorized to pay any deductible assessed by the insurance carrier, contingent upon the review and approval of the city attorney.

2. The city manager is authorized to settle any claims not to exceed \$25,000 for settlement of claims or disputes made in connection with easement and property acquisitions or condemnation actions. Such settlements shall be reviewed and approved by the city engineer and the city attorney

3. For any other claims presented to the city, including but not limited to claims for bodily injury, property damage or claims in settlement of personnel actions, the city manager shall have authority to settle such claims for an amount not to exceed \$25,000, contingent upon the review and approval of the city attorney.

4. The city manager or his designee may process workers' compensation claims in accordance with the Arizona worker's compensation law, A.R.S. Section 23-901 et seq., and the provisions of the city personnel manual.

C. All other claims, which cannot be resolved within the parameters set forth above, will be submitted to the city council for review and approval or denial.

D. The city manager will submit, to the city council, a periodic report of all claims settled pursuant to subsection (B) of this section. [Ord. 99-04, 3-9-1999; Ord. 2006-14, 7-11-2006. Code 2006 § 3-7-4].

ORDINANCE NO. 2017-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE CITY CODE CHAPTER 3.10 (CLAIMS AND DEMANDS AGAINST THE CITY); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, it is the intention of the City Council to provide further clarity and ease of administration of those provisions set forth in Chapter 3.10 relating to (Claims and Demands Against the City).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Chapter 3.10 (CLAIMS AND DEMANDS AGAINST THE CITY)

Chapter 3.10 of the Sedona City Code is hereby amended by incorporating by reference those changes set forth in that public record entitled “*2017 Amendments to the City Code (Claims and Demands Against the City)*” and established as a public record by Resolution No. 2017-__ as though said provisions are fully set forth herein.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona, this 14th day of February, 2017.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

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**CITY COUNCIL
AGENDA BILL**

**AB 2207
February 14, 2017
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona.

Department	Legal
Time to Present	10 Minutes
Total Time for Item	20 Minutes
Other Council Meetings	N/A
Exhibits	None

City Attorney Approval	Reviewed 2/6/17 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	None.	Amount Budgeted	\$ 0
		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 Arizona League of Cities and Towns and City staff routinely monitor bills of interest as they progress through the legislative process.

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

During the 2014 Legislative Session, the Council agreed by unanimous consensus to allow staff and the Mayor to weigh in on issues at the Legislature on behalf of the City, requesting only that the Council be notified via email of issues on which the City takes a position. Such a practice is a very effective method of ensuring appropriate City involvement with legislative issues.

Community Plan Consistent: Yes - No - Not Applicable

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

Alternative(s):

MOTION

I move to: for informational purposes only, unless there is a preference to take a position on a particular bill.