

# AGENDA

# 4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, MARCH 13, 2018

## 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](http://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 = 

- a. Minutes - February 27, 2018 City Council Regular Meeting. 
- b. AB 2320 Approval of a resolution authorizing an amended intergovernmental agreement between the City and the Sedona Fire District for the use of the Fire District's parking lot located at 431 Forest Road in Uptown for public parking. 
- c. AB 2338 Approval of the award of a Professional Services Contract for the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations Upgrades) Project to Sunrise Engineering, Inc. in an amount not to exceed \$319,900. 
- d. AB 2350 Authorization to engage a short-term rental monitoring service. 

## 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

- a. AB 2342 **Discussion/possible action** regarding a resolution approving a development agreement between the City of Sedona and Verde Valley Habitat for Humanity, which provides for a financial contribution from the City in the amount of \$38,374 towards the construction of a three-unit affordable housing project located at 460 Peach Lane, Sedona, Arizona. 
- b. AB 2347 **Discussion/possible direction** regarding the future use of the Posse Grounds Pavilion given its first year of operation, and other potential changes to the operating plan for Posse Grounds Park. 
- c. AB 2345 **Discussion/possible action** regarding a resolution and ordinance amending the Sedona City Code, Title 2, Chapter 2.90, Section 2.90.040 relating to Fingerprint Requirements for employees. 
- d. AB 2349 **Discussion/possible action** regarding repurposing a vacant planner position. 
- e. AB 2351 **Discussion/possible direction** regarding future uses of Proposition 202 funding. 
- f. AB 2336 **Discussion/possible action** regarding proposed State legislation and its potential impact on the City of Sedona. 
- g. **Reports/discussion** on Council assignments.
- h. **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.

## 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](http://www.SedonaAZ.gov). The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes**  
**Regular City Council Meeting**  
**City Council Chambers, Sedona City Hall,**  
**102 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, February 27, 2018, 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 Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, and Councilor Jon Thompson.

**Staff Present:** City Manager Justin Clifton, City Attorney Robert Pickels, Jr., Assistant City Attorney Lisa Weiler-Parsons, Associate City Attorney Rob Pollock, Legal Administrative Assistant Katie Johnson, Director of Community Development Audree Juhlin, Chief of Police David McGill, Lieutenant Lucas Wilcoxson, Sergeant Stephanie Foley, Officer Brandon Bergstad, Records Clerk Heidi Videto, Records Clerk Jamie Rivero, Police Executive Assistant Sherri O'Connor, Parks & Recreation Manager Rachel Murdoch, Accounting Technician Kris Capite, City Clerk Susan Irvine.

**2. City's Vision**

A video of the City's Vision was played.

**3. Consent Items**

- a. **Minutes - February 13, 2018 City Council Special Meeting.**
- b. **Minutes - February 13, 2018 City Council Regular Meeting.**
- c. **Approval of Proclamation, Stand with Me, Be Drug Free Week, February 26 to March 3, 2018.**
- d. **Approval of Proclamation, Walking Free Day, April 14, 2018.**

**Motion: Councilor Lamkin moved to approve consent items 3a, 3b, 3c, and 3d. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.**

**4. Appointments – None.**

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

Vice Mayor Martinez advised that the City is now accepting grant applications for small grants. He also stated that the St. Patrick's Day Parade will take place on March 17<sup>th</sup> in Uptown.

**6. Public Forum**

Martin Wolf, Sedona, gave information on his background as a tour guide in Sedona. He felt that Sedona could become a world class sustainable and ecological tourism village at the Cultural Park by using foreign resources.

**7. Proclamations, Recognitions, and Awards**

- a. **Presentation of a check for Prop 202 funding from the Yavapai-Apache Nation to the City of Sedona.**

Yavapai-Apache Nation Chairwoman Jane Russell-Winiecki presented Mayor Moriarty with a check in the amount of \$17,456.83. Mayor Moriarty thanked Chairwoman Russell-Winiecki and the Yavapai-Apache Nation for their generous contribution.

**b. Presentation of Recognition Awards to Employees of the Sedona Police Department (SPD) for SPD Police Officer of the Year, SPD Civilian of the Year, and SPD Volunteer of the Year and the Sedona Fire District (SFD) for SFD Firefighter of the Year, and SFD Civilian of the Year by the Central Arizona of Free and Accepted Masons.**

Brook Cunningham of the Central Arizona Lodge #14 of the Free and Accepted Masons announced awards to the following SFD employees: Administrative Support Civilian of the Year Carla Dufort and Firefighter of the Year John King. Mr. Cunningham then presented awards to the following SPD employees and volunteer: Civilian Employee of the Year Records Clerk Heidi Videto, Volunteer of the Year Mike Vitek, and Police Officer of the Year Officer Brandon Bergstad.

**c. Presentation of Proclamation, Stand with Me, Be Drug Free Week, February 26 to March 3, 2018.**

Mayor Moriarty read the proclamation and presented it to Marilee Fowler and Doug Bartosh from MatForce. Mr. Bartosh thanked the City Council for the recognition and felt that celebrating those who do not use drugs or alcohol sends an important message to everyone but especially our youth. Ms. Fowler announced that they have parenting classes coming up in March at Big Park School. There will be a Walk with Me, Be Drug Free event on Saturday at Mortimer Farms. She also advised that Welcome Home Vietnam Veterans Day will take place on March 30<sup>th</sup> in Camp Verde.

**d. Presentation of Proclamation, Walking Free Day, April 14, 2018.**

Mayor Moriarty read the proclamation and presented it to Sandy Craven. Ms. Craven thanked the City Council for the recognition and encouraged everyone to participate in this event.

**8. Regular Business**

**a. AB 2341 Discussion/possible action regarding a partnership with the Sedona Public Library to install a permanent Story Walk display at Sunset Park.**

Presentation by Rachel Murdoch and Karen Mack and Anne Marie Mackler of the Sedona Public Library.

Questions and comments from Council.

**Motion: Councilor Thompson moved to approve the partnership with the Sedona Public Library to install a permanent Story Walk display at Sunset Park. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.**

**b. AB 2346 Discussion/possible direction regarding off premises signs in state rights-of-way (ROW), including discussion of the 2007 Intergovernmental Agreement between Arizona Department of Transportation and the City of Sedona, ADOT/JPA File No. 06-067-1.**

Presentation by Justin Clifton, Councilor Currivan, Robert Pickels, Jr., and Audree Juhlin.

Questions from Council.

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

Ron Volkman, Yavapai County, of the Sedona-Verde Valley Association of Realtors, spoke on this item.

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

Comments from Council.

**By majority consensus, Council directed staff to move forward with a code change to add an exception for signs in the ADOT right-of-way that are properly permitted by ADOT.**

**Break at 6:03 p.m. Reconvened at 6:19 p.m.**

**c. AB 2348 Discussion/possible direction regarding the process for appointment to fill the open City Council seat.**

Presentation by Justin Clifton.

Questions and comments from Council.

**By majority consensus, Council directed staff to proceed in the same manner as was used to fill the vacancy in 2016. Applications will be reviewed on March 13, 2018 in an executive session preceding the regular Council meeting.**

**d. AB 2336 Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona.**

Presentation by Robert Pickels, Jr., Justin Clifton, and Rob Pollock.

Questions and comments from Council.

**By majority consensus, Council directed staff to sign in opposing HB 2579, SB 1392, and HB 2497.**

**e. Reports/discussion on Council assignments**

Councilor Jablow stated that he went to an airport board meeting and they have a new board president. The airport general manager has also resigned her position. Councilor Lamkin advised that there is a music event at The Hub on Saturday.

**f. Discussion/possible action on future meeting/agenda items**

Vice Mayor Martinez reminded everyone of the City Council retreat on March 6<sup>th</sup>.

## **9. Executive Session**

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

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

No Executive Session was held.

**10. Adjournment**

Mayor Moriarty adjourned the meeting at 7:11 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on February 27, 2018.**

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

\_\_\_\_\_  
Date



**CITY COUNCIL  
AGENDA BILL**

**AB 2320  
March 13, 2018  
Consent Items**

**Agenda Item: 3b**  
**Proposed Action & Subject:** Approval of a resolution authorizing an amended intergovernmental agreement between the City and the Sedona Fire District for the use of the Fire District's parking lot located at 431 Forest Road in Uptown for public parking.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	March 7, 2013
<b>Exhibits</b>	A. Intergovernmental Agreement between the City of Sedona and the Sedona Fire District

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 2,952
		<b>Amount Budgeted</b>
		\$ 1,400
		Account No. 10-5245-01-6920 (Description) Lease Payments – General Services
City Manager's Recommendation	Approve an amended parking agreement between the City and SFD.	Adequate budget capacity will be available in other General Services accounts to cover the difference in cost.
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** In 2013, the City entered into several public/private parking agreements to augment what had been the existing public parking supply in Uptown Sedona. Most of those agreements included small annual lease payments to the private property owner.

On March 7, 2013, the City Council approved an intergovernmental agreement with the Sedona Fire District for the use of their property located at 431 Forest Road. At the time the location included some paved and striped parking spaces on one side of property, but also included a larger, unimproved area which, if improved, could accommodate additional parking. As part of the 2013 agreement the City paved and striped the unimproved portion of the Fire District property and added approximately 19 parking spaces.

The improvements were made based on the Fire District's agreement to offer that parking for public use for a minimum of three years. The City also agreed to provide an annual lease payment of \$1,300 for the utilization of the lot.

Since 2013, several of the public private parking agreements have been updated. The average price per parking space for the leases of the Red Rock News, Sacajawea, and Wayside Chapel parking lots are \$123 per space per year. The \$1,300 annual lease payment to the Fire District was always much lower than the other leases. If the current average price per parking space was applied to the twenty-four spaces at the Sedona Fire District lot, the annual compensation would be \$2,952.

The proposed agreement requests \$2,952 annually, to be paid by the City in quarterly installments. This would be an annual increase of \$1,652 and will be budgeted in full for FY19.

The proposed amended (red-lined) intergovernmental agreement is included as Exhibit A.

**Community Plan Consistent:** Yes - No - Not Applicable

In the Traffic and Parking Section of the Community Plan (page 60) a key issue identified is the need to improve parking availability throughout Sedona. Circulation policies include helping alleviate traffic congestion in Uptown by transforming Uptown into a "park once" district through improved parking availability and focusing on making the most efficient use of existing parking facilities before creating new facilities and investigating the creation of additional public parking through lease, purchase, and development (page 66-67).

At a cost of \$123 per space annually, this is a very low-cost option for providing additional public parking.

A priority action identified in the Circulation Action Plan (page 68) is to implement parking recommendations for Uptown from the 2012 update to the 2005 Parking Management Study and the Parking Advisory Committee. The creation of additional public parking through leases with Uptown property owners is a key recommendation from both of those studies. These have been effective since implemented in 2013 and should be continued.

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

**Alternative(s):**

**MOTION**

**I move to:** approve an intergovernmental agreement between the City and the Sedona Fire District for the use of the Fire District's lot located at 431 Forest Road in Uptown for public parking.



**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA FIRE DISTRICT FOR PARKING USE IN UPTOWN SEDONA.**

WHEREAS, the Sedona Fire District has available parking spaces in Uptown Sedona that can assist the City of Sedona in providing parking for public; and

WHEREAS, the City of Sedona wishes to lease these parking spaces in an effort to increase the supply of parking spaces for public use in Uptown Sedona to ensure that demand for available spaces is being met: and

WHEREAS, for such purposes, an Intergovernmental Agreement has been negotiated with the Sedona Fire District parking use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Sedona Fire District for parking use attached as Exhibit A and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED this 13<sup>th</sup> day of March, 2018 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

**DRAFT**

**INTERGOVERNMENTAL AGREEMENT  
PARKING USE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ~~7th~~<sup>1st</sup> day of April 2018 (the "Effective Date") by and between the City of Sedona, Arizona, a municipal corporation (hereinafter called "City"), and the Sedona Fire District (hereinafter called the "District") for contracted services pursuant to A.R.S. §11-952 et. seq.

WHEREAS, the parties are empowered to enter into an Intergovernmental Agreement, pursuant to A.R.S. 11-952 and A.R.S. 48-805, et seq.; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third-party beneficiary status as to any other person, interest, or entity, and

WHEREAS, the purpose of this Agreement is to secure use of specifically designated privately owned parking areas for public parking use over a specified Term

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, it is hereby agreed between the District and the City as follows:

1. **Term:** The term of this agreement shall be ~~three (3)~~<sup>two (2)</sup> years commencing on the Effective Date, and shall renew automatically in one (1) year increments thereafter -unless terminated by either the City or the District in writing as described in paragraph 6 of this Agreement at least thirty (30) days prior to the end of the initial term or subsequent incremental period.
2. **Location of the parking:** The location of the parking to be governed by this Agreement is the ~~fifteen (15)~~<sup>twenty-four (24)</sup> paved parking spaces on the west most side of Parcel #401-17-019M. ~~As well as the currently unimproved western most portion of Parcel #401-17-019M which is anticipated to accommodate approximately sixteen (16) additional spaces after improvements are made to the property by the City.~~ The area is depicted in the aerial photograph inserted in Attachment A, *Parking Location*.
3. **Availability:** The parking will be available daily between the hours of 6:00 am and 12:00 am (midnight). Except as otherwise provided in this Agreement, during the term of this Agreement, City shall have the right to designate the parking spaces for public use during the available times and days specified. Up to ten days annually, the District shall have the right to designate part or all of the parking spaces described in Section 2 above and in 'Attachment A, Parking Location' for their use for special events, training, or meetings. The District shall provide at least seven days verbal notice to the City that the lot or portion of the parking will be unavailable for public use.
4. **Consideration:** In consideration for use of the District's property as public parking, the City agrees to provide to the District:

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**DRAFT**

- a. Signs to designate public parking spaces, time restrictions and hours of enforcement;
- b. Entry signs to indicate the availability of public parking and inclusion in the City's public parking program;
- c. Promotion of District's public parking spaces in appropriate Sedona marketing materials and City parking brochures and maps; and
- d. Provide annual lease payment in the amount of ~~\$1,300~~ \$2,952, to be paid in four quarterly installments.

d.e. Provide ongoing annual maintenance, as needed.

~~5. Lot improvements or maintenance: In exchange for the use of the specified parking outlined in Section two, the City agrees to make the lot improvements and/or maintenance in partnership with the District as follows:~~

~~Lot Improvements:~~

<input checked="" type="checkbox"/>	<del>Dig out and pave parking lot. Area is 105' by 65' and will be 2' of A/C on 4' of ABC with Maricopa on open edges. Public Parking signage at 2 entrances to the parking lot including a "Free Public Parking" sign. Build concrete sand bin which will be 14'L by 12'W by 6'H.</del>	<del>\$18,750</del>
	<del>TOTAL COST OF IMPROVEMENTS</del>	<del>\$18,750</del>

~~Lot Maintenance:~~

<input checked="" type="checkbox"/>	<del>Ongoing Annual Maintenance As Needed</del>
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~~The indicated TOTAL COST OF IMPROVEMENTS will be used to determine the reimbursement due the City by the District should this Agreement be terminated prior to the completion of the initial three (3) year Term. For each month the Agreement is in force prior to the specified Termination, 1/36<sup>th</sup> of the TOTAL COST OF IMPROVEMENTS will be forgiven (the Reimbursement Forgiveness). In the event the District terminates this Agreement before the expiration of three years from the effective date, the District shall pay to the City the "Total Cost of Improvements," less the "Reimbursement Forgiveness" amount described above.~~

7.5. Permitted Uses: The parking spaces may be used by the City only for public parking of licensed motor vehicles for a period not to exceed the posted time limit. Vehicles or equipment will not be allowed to be stored in the parking spaces at any time.

**DRAFT**

**8-6. Termination:** This Intergovernmental Agreement may be terminated by either party with or without cause by providing ninety (90) days written notice [to the other party](#).

**9-7. Insurance:** The City shall maintain insurance covering public parking spaces with policy limits at least at the following levels.

- a. Commercial General Liability Insurance with policy limits of not less than \$1,000,000 per occurrence.
- b. The City shall name the District as an additional insured entity on such policy.
- c. The City shall provide a certificate of insurance to the District verifying such coverage.

The above-described insurance provided by the City is intended to cover incidents occurring as a result of the use of the public parking spaces, for any and all claims made from \$1 up to the established policy limits, of \$1,000,000 per occurrence.

**10-8. Indemnification:** City agrees to indemnify and hold harmless District for, from, and against all claims, costs, expenses, actions, suits, proceedings, losses, damages (including punitive damages) and liabilities of any kind whatsoever, including but not limited to attorneys' fees and expenses arising out of any use of the parking lot [under the terms of this Agreement](#), except if caused by District.

**11-9.**

**12-10.**

IN WITNESS THEREOF, the parties hereto and other signatories have hereunto set their hands on the dates and at the places set forth below.

**SEDONA FIRE DISTRICT**

\_\_\_\_\_  
Printed Name and Title

***DRAFT***

\_\_\_\_\_  
Signature Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Chairman Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Board Clerk Dated: \_\_\_\_\_

The foregoing Agreement has been reviewed by undersigned counsel who has determined that this Agreement is in proper form and within the powers and authorities granted under the laws of the State of Arizona, pursuant to A.R.S. 48-805.

\_\_\_\_\_  
Counsel for Sedona Fire District Dated: \_\_\_\_\_

**CITY OF SEDONA, a municipal corporation of the State of Arizona**

\_\_\_\_\_  
Mayor Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk Dated: \_\_\_\_\_

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

\_\_\_\_\_  
City Attorney Dated: \_\_\_\_\_

*DRAFT*

Attachment A, Parking Location



The yellow boundary depicts the entire parcel area. The black-red boundary represents the portion of the parcel that is governed by this agreement.



**CITY COUNCIL  
AGENDA BILL**

**AB 2338  
March 13, 2018  
Consent Items**

**Agenda Item: 3c**  
**Proposed Action & Subject:** Approval of the award of a Professional Services Contract for the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations Upgrades) Project to Sunrise Engineering, Inc. in an amount not to exceed \$319,900.

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

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 319,900
City Manager's Recommendation	Approve a contract with Sunrise Engineering.	<b>Amount Budgeted</b>
		\$ 250,000 (Design) \$ 270,000 (Contingency)
		Account No. 59-5320-89-6867 (Description) Collection System – Mystic Hills/Chapel Lift Stations
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** The 2017 Wastewater Master Plan (WWMP) Update evaluated the collection system in several areas, including capacity, condition of infrastructure, and operational efficiencies. Based on the results of the analysis, capital improvement projects were identified in order to bring the collection system into optimum health. The collection system improvements needed include the following projects:

1. Capacity (upsizing) improvements to the Mystic Hills Lift Station;
2. Capacity (upsizing) improvements to the Chapel Lift Stations;
3. Replacing the air release valves on the Brewer Road Force Main; and
4. Upsizing of the 8-inch Main on Highway 179 (upstream of the pedestrian bridge crossing).

The Selection Process

- The City requested qualifications for professional services to complete the design of the four major projects identified as imperative in the 2017 WWMP Update.
- Five responses to the City’s request for qualifications (RFQ) were submitted by consultants. The three most qualifying consultant firms were interviewed.
- A Selection Committee comprised of Public Works staff, Wastewater staff, and one member of the public reviewed proposals and conducted interviews.
- Firms were evaluated based on consultant qualifications and experience (weighted 35%), project team qualifications and experience (30%), project approach (25%), and available resources (10%).

The average scores for the proposal phase and presentation phase of the selection process are summarized in the table below:

<b>Phase 1 - Proposals</b>					
	<b>Sunrise Engineering</b>	<b>Amec Foster Wheeler</b>	<b>Stantec</b>	<b>Stanley Consultants</b>	<b>Garver</b>
Average Score	9.31	8.58	8.68	8.46	8.06
Overall Rank	<b>1</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>5</b>
<b>Phase 2 - Presentations</b>					
Average Score	9.07	9.03	8.38	-	-
Overall Rank	<b>1</b>	<b>2</b>	<b>3</b>	-	-

*Note: Scores included a maximum possible 10 points.*

Sunrise Engineering received the highest average score in both the proposal phase and the presentation phase. Staff recommends award of a professional services contract in an amount not to exceed \$319,900 to Sunrise Engineering, Inc. to complete design services for the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations Upgrades) Project.

The Scope of Work:

- Data evaluation, survey, and site layout options analysis
- Detail design, plans, and permitting
- Public meeting and outreach
- The base budget for the scope of work is \$297,100
- Additional scope of work was identified as potential tasks that may be needed during the course of the design process. These allowances include: a surge analysis, geotechnical report, landscape renderings, bid-phase services, and reimbursable expenses totaling \$22,800, which will only be used if needed and with prior approval by the Project Manager.

The contract for design services is limited to the Mystic Hills and Chapel Lift Stations (listed projects 1 and 2 above), but includes the option to expand the contract to include the



Replacement of Air Release Valves on the Brewer Road Force Main and Upsizing of the 8-inch Main on Highway 179 (all 4 listed projects above) at the discretion of the City. The expenditure required (as indicated above) is solely for professional design services for the Mystic Hills and Chapel Lift Stations (listed projects 1 and 2 above).

The timeframe to complete this project is 7 months. The project will begin immediately after award and is anticipated to be complete in October 2018.

**Community Plan Consistent:** Yes - No - Not Applicable

Approval of this item will support one of the Six Major Outcomes of the Sedona Community Plan related to Environmental Protection and will additionally support the Community Plans sustainability goal of Environmental Stewardship.

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

**Alternative(s):**

Council could elect not to approve the contract for professional design services; however, this action would have the effect of either delaying or preventing the project(s) from moving forward resulting in persisting capacity deficiencies in the system and increasing the likelihood of sewage overflows within the system. Sewage overflows would have a notable effect on the environment, cause an increase in operational costs and allocation of resources for site cleanup and decontamination, prompt permit violation notice(s) and correction directives from ADEQ, and lead to negative public opinion.

**MOTION**

**I move to:** approve award of a Professional Services Contract to Sunrise Engineering, Inc., for design services to complete the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations Upgrades) Project in an amount not to exceed \$319,900, subject to approval of a written contract by the City Attorney's office.

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Date: March 1, 2018

To: Robert Welch  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
Phone: 928-203-5120  
Email: [bwelch@sedonaaz.gov](mailto:bwelch@sedonaaz.gov)

Subject: **CONTRACT for Engineering Services  
Wastewater Collection System Improvements  
Chapel and Mystic Hills Lift Stations Upgrades**

Dear Mr. Welch,

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal and agreement to provide Professional Engineering Services for the above referenced project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance and the terms and conditions shown in the contract between Sunrise Engineering and the City of Sedona.

#### **Scope of Services**

The Chapel and Mystic Hills Lift Station Upgrades project is intended to replace two existing lift stations with new wet wells, pumps, electrical gear and other improvements. The scope of services for this contract is to conduct a site layout analysis, perform detail design and permitting required to allow the bidding and construction of the improvements. The limits to the scope of work are shown in **Exhibit A**.

**PHASE 0001 – DATA EVALUATION, SURVEY & SITE LAYOUT OPTIONS ANALYSIS:** The goal of this Phase is to evaluate the existing information related to this project and perform field survey and base mapping services. In addition, this will include completing a feasibility study for the proposed layouts of the lift stations. This will incorporate the following tasks:

**Task 001 – Data Evaluation:** This task will include the collection and evaluation of pertinent data regarding the Chapel and Mystic Hills lift stations that will be provided by the City. This includes the following:

- a) 2017 Wastewater Master Plan Update
- b) Chapel & Mystic Hills As-builts
- c) Chapel & Mystic Hills Design Reports
- d) Design & Hydrology for the Culvert Adjacent to the Chapel Lift Station
- e) Hydrology/Drainage Reports for surrounding subdivisions
- f) City GIS and Utility Information

This information will be used to become familiar with the existing conditions and previous design criteria for the project.

**Task 002 – Topographic, Boundary Survey & Base Mapping:** This task includes field survey of each lift station shown in Exhibit A. This survey will collect locations and elevations for surface features, equipment, electrical, controls and pipe/manhole inverts where accessible from the surface. This information, along with information from as-built drawings, will be used to create a base map of the project site. In addition, this task will determine the boundary and easement locations for each site. The work shall include research readily available documents from the County Recorder, City and field survey of existing property and control monumentation.

**Task 003 – Site Layout Options Analysis:** Two site layout options have been identified for each of the lift station sites. The first option is to not expand the site footprint and construct the improvements in the same location as the existing lift station. The second option is expand the site footprint and construct the improvements outside of the existing lift station location. Each of these options have pros and cons. Using the information from Tasks 001 and 002 a brief site layout options analysis will be performed for both Chapel and Mystic Hills lift stations. This analysis will include preliminary design calculations and sizing, preliminary site layout, estimated costs, estimated schedule and summary of pros and cons for each option. Based on this information the team will provide a recommended preliminary site layout for consideration and approval by the City of Sedona. The option selected for each site will be used for the final detail design of the lift station improvements.

**PHASE 0002 – DETAIL DESIGN, PLANS & PERMITTING:** The goal of this Phase is to perform detailed design and permitting for both lift station sites. Plans and specifications will be prepared so that the City can advertise the project and obtain bids from contractors/vendors for the project. In addition, the plans and specifications will be prepared so they can be submitted to ADEQ for approval. Plans and cost estimates will be submitted for review at the 60% and 100% (Final) stages. Comment review meeting will be conducted with the City staff at the 60% review stage. This will incorporate the following tasks:

**TASK 001 - 60% Plans:** The 60% Plans Submittal will include further detailed design and modifications based on the Site Layout Options Analysis comments and feedback from the City. The following items shall be developed and submitted for review:

- a) Preliminary design sheet with index and general notes
- b) Pre-final lift station site plan
- c) Pre-final wet well and pump sizing
- d) Pre-final lift station mechanical design
- e) Pre-final equipment selection
- f) Pre-final grading design
- g) Preliminary special details
- h) Preliminary summary of quantities

Drawings will be provided as 11x17 PDF.

**TASK 002 - 100% (Final) Plans:** SEI will prepare sealed 100% (Final) Construction Plans based on the 60% plan review comments. The construction plans will address the City and other stakeholders (utility companies and property owners) comments. The following items will be developed and submitted:

- a) Final design sheet with index and general notes
- b) Final lift station site plan
- c) Final wet well and pump sizing
- d) Final lift station mechanical design
- e) Final equipment selection
- f) Final grading design
- g) Final special details
- h) Final summary of quantities

Final Drawings will be delivered as a 22x34 PDF and two 22x34 hard copies.

**Task 003 – Electrical, Instrumentation & Controls (EI&C) Design/Plans:** This task will include the design and plans for the EI&C work required for the proposed lift station improvements. This scope assumes that the new equipment will connect to a new electrical panel and existing OMNI system. Design and Plans and cost estimates will be submitted for review at the 60% and 100% (Final) stages. Detailed scope of work will be provided in accordance with the attached proposal from Carollo Engineers. (Exhibit E – Carollo Engineers)

**Task 004 – Bypass Pumping Design:** This task will include the interim solution to bypass wastewater flows required for the proposed lift station improvements. Hand calculation analysis will be completed to understand the sewer effluent flow rates and possible manhole surge conditions by using the upstream manholes at Chapel and Mystic Hills Lift Stations as a temporary wet well. Calculations will be used to size the pumps and set the level float set points for the bypass wet well. CAROLLO will prepare a write-up for the PDR defining the criteria based on the results. Figures will be prepared showing the results and preliminary design concepts for bypass pumping. Detailed scope of work will be provided in accordance with the attached proposal from Carollo Engineers. (Exhibit E – Carollo Engineers)

**Task 005 – Structural Design:** This task will include the structural design for the concrete work required for the proposed lift stations wet well. Plans for this portion of the scope will not begin until after the 60% plans have been submitted and comments received from the City.

**Task 006 – Engineers Opinion of Probable Cost:** This task includes preparing an Engineers Opinion of Probable Costs for 60% and sealed 100% (Final) submittals for the project.

**TASK 007 – Technical Specifications & Bid Schedule:** This task includes preparing Technical Specifications for the 60% (Preliminary) and 100% (Final) submittals. These specifications will be included in the City’s Bid Documents (General Conditions, Instructions to Bidders, Contract Form, Bond Forms, etc. provided by the City). SEI will provide technical specifications for any items that cannot be covered by MAG Standard Specifications and details or the City of Sedona standards.

**Task 008 – Design Report:** Prepare lift station and force main final design report in accordance with ADEQ requirements. Final Design Report shall include calculations for both lift stations. Calculations shall include average, minimum and maximum flow analysis, wet well sizing, pump sizing and operating elevations. Written report will include design criteria documentation, overall description, exhibits and calculations that can be submitted to ADEQ for review.

**TASK 009 – Quality Control Review:** This task includes the checking and reviewing of all documents and supporting data in their final format before they are submitted to the Client. The construction documents will be reviewed by a qualified individual other than the originator to check that the plans convey the design intent to the contractor(s).

**Task 010 – Permitting:** The proposed lift station upgrades will require a Notice of Intent (NOI) to Discharge Sewerage Collection System permit through ADEQ. This scope includes completing applications and coordination with ADEQ and the City to obtain this permit.

**PHASE 0003 – ADDITIONAL SERVICES:** The goal of this Phase is to outline the additional services requested by the City for this project. This will incorporate the following tasks:

**Task 001 – Public Meetings & Outreach:** The project team will attend and conduct public meetings and neighbor outreach services. This will be held with the neighbors in close proximity to each lift station. The 60% meetings will be held on-site at each lift station and the 100% meeting will be held at a location directed by the City. The scope of these meetings are as follows:

1. Neighbor Meetings – Attend, conduct answer questions and provide meeting materials up to three (3) neighbor meetings. Once 60% plans are complete, one meeting will be held with the neighbors in proximity to the Chapel Lift Station and one meeting will be held with the neighbors in proximity of the Mystic Hills Lift Station and one meeting. Once the 100% plans are complete, a final meeting will be held with the neighbors in the proximity of both lift stations.

The City will be responsible for contacting neighbors, location and scheduling of the meetings outlined above.

**Task 003 – Hydraulic Modeling of Collection System:** CAROLLO will use the CITY’s wastewater model to evaluate up to 4 scenarios to support the lift station design. Scenarios will be defined by the CITY and SUNRISE and are anticipated to include variations in wet well and pump configurations (pump curves, wet well set points) for either or both lift stations, or variations in base. Detailed scope of work will be provided in accordance with the attached proposal from Carollo Engineers. (Exhibit E – Carollo Engineers)

#### **PHASE 0004 – MEETINGS & PROJECT MANAGEMENT**

**Task 001 – Kick-off Meeting:** Attend a team meeting with the City of Sedona staff to review the overall scope of work, evaluation criteria, schedule, communication lines, project updates, site layouts to be evaluated and confirm the project goals. The meeting will be conducted via web conference call (i.e. Go-to-Meeting)

**Task 002 – Meetings & Project Management:** The scope of work included in this task is for the meetings with the project team and project management required for the project. This is in addition to the meetings listed in Phase 0003, Task 001 – Public Meetings & Outreach. The meetings are as follows:

- Attend up to six (5) project meetings. Two (2) meetings will be at the City offices and three (3) will be conducted via web conference call (i.e. Go-to-Meeting)
- Prepare and maintain project schedule.
- Prepare weekly email project progress update for the scope of work outlined within this contract.
- Coordinate activities of the project team.

**PHASE 0005 – ALLOWANCES:** This phase of this project includes allowances for the project. The initiation of work for these allowances are at the discretion of the City. Allowances not authorized by the City as a part of this contract are assumed to be not required or completed by the City/others and will be provided to SEI as applicable for the design of this project.

**Task 001 – Surge Analysis:** CAROLLO will prepare a hydraulic transient model of the force main discharging from the Mystic Hills Lift Station. This analysis is recommended because the City’s Poco Diablo Lift Station pumps into the same force main as the Mystic Hills Lift Station. The surge analysis will estimate the pressures that will results from power failure and pump start scenarios at these two lift stations. The water hammer simulations will be described and the graphs shown in the PDR. The PDR will summarize the pressure ranges before and after adding surge protection. Based on the analysis, recommendations will be made for surge protection devices. Detailed scope of work will be provided in accordance with the attached proposal from Carollo Engineers. (Exhibit E – Carollo Engineers)

**Task 002 – Geotechnical Report:** The scope of work for this task includes one boring at each lift station site, materials analysis and geotechnical recommendations/report. This

includes a contingency for rock coring and sampling as this is expected. If auger refusal on bedrock is encountered at a depth of less than 20 feet below ground surface, then the drill rig will be equipped with a core barrel attachment. Bedrock samples will be collected and analyzed. Detailed scope of work will be provided in accordance with the attached proposal from Terracon. (Exhibit F - Terracon)

**Task 003 – Landscape Renderings:** CAROLLO will prepare one exterior site view landscape rendering for each lift station (two images total) based upon the lift station option selected by CITY (option 1: maintain current site footprint, option 2: expand site footprint). Renderings will be created in Photoshop and will be developed using extent of property lines, list of plantings, trees, or bushes to be included in the image, extent of landscaping to encompass the property and photographs to be supplied by CITY. One revision for each image is included. (Exhibit E – Carollo Engineers)

**TASK 004 – Bidding Services:** SEI will perform bidding services for the project which will include:

- Attend the pre-bid meeting
- Prepare 1 bid addenda as necessary to answer contractor questions.

**Task 005 - Reimbursable Expenses:** This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, etc.) and delivery services.

### Scope of Work Exclusions & Conditions

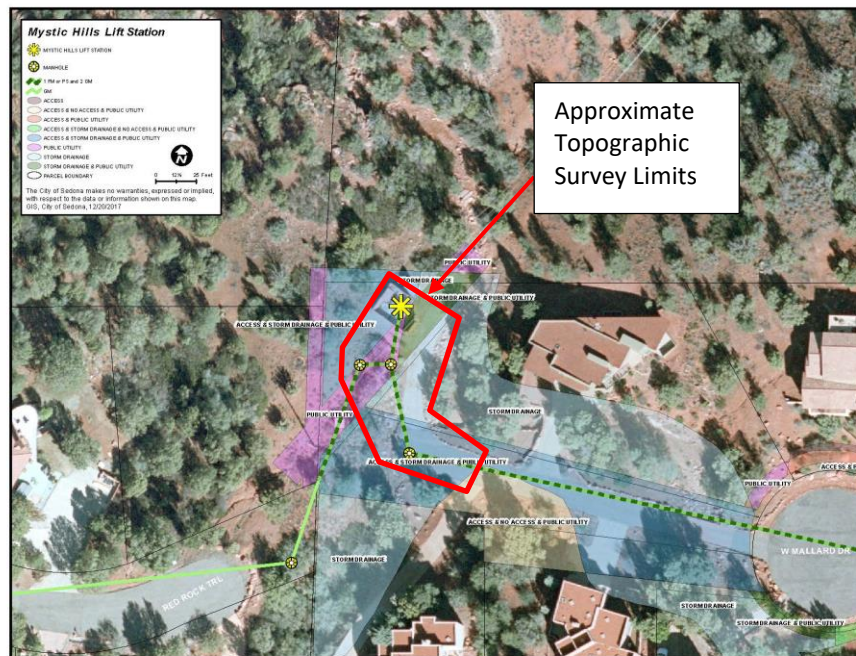
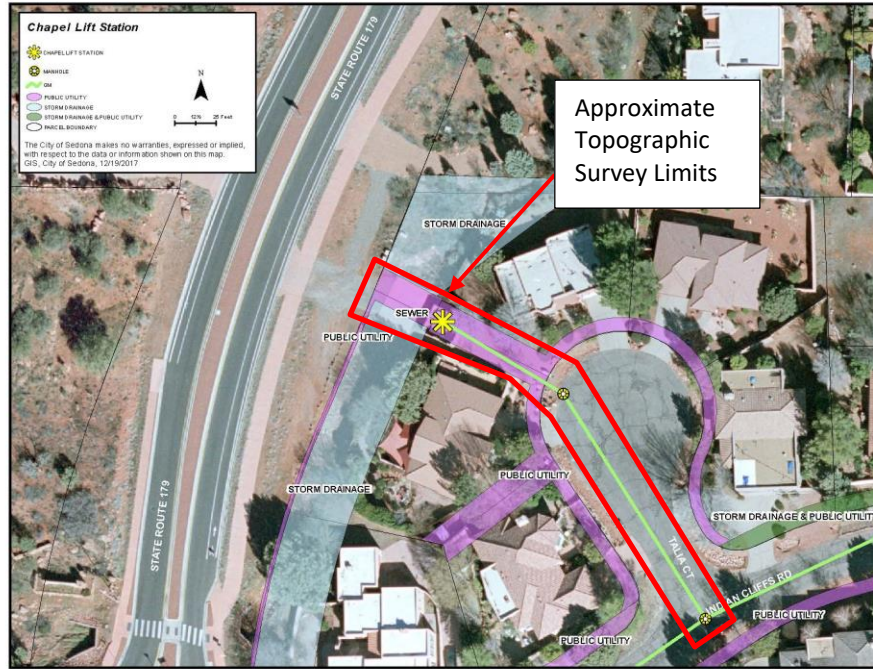
1. Plans shall be prepared in accordance with MAG (Maricopa Association of Governments) Standards and Specifications supplemented by the City of Sedona.
2. This scope assumes that the project will be delivered using Design-Bid-Build project delivery method.
3. Bidding, construction management, construction observation is not included in the scope of work. If requested or required, these services can be provided on a time and material basis at the rates show in **Exhibit C** in addition to the contract cost.
4. Smoke testing for Chapel Lift Station contributing collection system is not included in the scope of work.
5. It is assumed that record drawings for the upstream collection system of both Chapel and Mystic Hills are available and detailed enough to provide the information required for the bypass pumping design.
6. It is assumed that the Omni System will be compatible with the selected pumps and equipment.
7. Inflow and infiltration (I&I) analysis is excluded from the scope. I&I information and flows will be provided by the City of Sedona.
8. Permitting is limited to the permits outlined in the scope above.
9. Operation and maintenance (O&M) manual is not included in the scope of work.



10. Review, processing, permitting and all other fees are excluded.
11. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Material basis depending on method of execution.

The scope of work for the engineering services to be performed as part of this contract will be provided in accordance with the fees shown in **Exhibit B**. Any further services requested in excess of those listed above will be performed at the rates and fees shown in **Exhibit C**. A schedule for the project is shown in **Exhibit D**.

### EXHIBIT A





City of Sedona  
Chapel & Mystic Hill Lift Station Improvements

PM

Phase	Task	Work Task Description	Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer (E.I.T.) II	CAD Technician IV	CAD Technician II	Admin III	Sr. Construction Manager	Direct Costs	Mileage	(hours)	(\$)
<b>0001</b>		<b>DATA EVALUATION, SURVEY &amp; SITE LAYOUT OPTIONS ANALYSIS</b>													
	001	Data Evaluation	4			16	16							36	\$4,780
	002	Topographic Survey & Base Mapping										\$11,400		0	\$11,400
	003	Site Layout Options Analysis	8			32	40	40			4		200	124	\$15,034
														<b>Subtotal</b>	<b>\$31,214</b>
<b>0002</b>		<b>DETAIL DESIGN, PLANS &amp; PERMITTING</b>													
	001	60% Plans	12			120	234	232	114		6			718	\$76,994
	002	100% (Final) Plans	4			40	120	80	40		2			286	\$30,898
	003	EI&C Design/Plans										\$46,900		0	\$46,900
	004	Bypass Pumping Design & Plans										\$22,100		0	\$22,100
	005	Structural Design										\$2,500		0	\$2,500
	006	Engineer's Opinion of Probable Cost	4			30	42				8			84	\$10,932
	007	Technical Specifications & Bid Schedule	4			30	42							76	\$9,660
	008	Design Report	4			32	40			16				92	\$10,644
	009	Quality Control Review		20		38		26						84	\$11,100
	010	Permitting (ADEQ)				12	20							32	\$3,920
														<b>Subtotal</b>	<b>\$225,648</b>
<b>0003</b>		<b>ADDITIONAL SERVICES</b>													
	001	Public Meetings & Outreach	24			28	16						600	68	\$10,654
	002	Collection System Modeling										\$5,600		0	\$5,600
														<b>Subtotal</b>	<b>\$16,254</b>
<b>0004</b>		<b>MEETINGS &amp; PROJECT MANAGEMENT</b>													
	001	Kick-off Meeting	2			8								10	\$1,470
	002	Meetings & Project Management				52	34					\$11,250	600	86	\$22,534
														<b>Subtotal</b>	<b>\$24,004</b>
<b>0005</b>		<b>ALLOWANCES</b>													
	001	Surge Analysis										\$7,390		0	\$7,390
	002	Geotechnical Report										\$9,240		0	\$9,240
	003	Landscape Renderings										\$3,171		0	\$3,171
	004	Bidding Services				10							200	10	\$1,468
	005	Reimbursable Expenses										\$1,500		0	\$1,500
														<b>Subtotal</b>	<b>\$22,769</b>
Sub-total Hours/Miles/Days			66	20	0	448	604	378	154	16	20		1600	1686	\$319,889
Hourly Billing Rate			\$195.00	\$175.00	\$155.00	\$135.00	\$115.00	\$95.00	\$75.00	\$59.00	\$159.00		\$0.59		
Total Dollars			\$12,870	\$3,500	\$0	\$60,480	\$69,460	\$35,910	\$11,550	\$944	\$3,180	\$121,051	\$944	<b>TOTAL</b>	<b>\$319,900</b>

**EXHIBIT C**

**SUNRISE ENGINEERING, INC.**

**Arizona Offices**

2018 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$100 <i>per hour</i>	051	Administrative I	\$40 <i>per hour</i>
102	Engineer (E.I.T.) II	\$115	052	Administrative II	\$49
103	Engineer III	\$135	053	Administrative III	\$59
104	Engineer IV	\$155	922	Survey Tech	\$80
105	Engineer V	\$175	930	Survey CAD Tech	\$99
110	Principal Engineer	\$195	935	Survey Crew Chief	\$132
711	Project Manager I	\$125	940	Survey Manager	\$138
712	Project Manager II	\$155	945	Registered Surveyor	\$150
301	Engineering Tech I	\$69	950	Principal Surveyor	\$170
302	Engineering Tech II	\$85	351	Construction Manager I	\$ 119
303	Engineering Tech III	\$99	352	Construction Manager II	\$ 139
304	Engineering Tech IV	\$115	353	Sr. Construction Manager	\$ 159
401	CAD Technician I	\$65	920	Field Technician I	\$ 59
402	CAD Technician II	\$75	921	Field Technician II	\$ 69
403	CAD Technician III	\$85	900	Field Technician III	\$ 79
404	CAD Technician IV	\$95	MILE	Mileage	\$0.59 <i>per mile</i>

*Subconsultants and other direct expenses as incurred plus 10% handling fee*



**ESTIMATED SCHEDULE**
**EXHIBIT D**

ID	Task Name	Duration	Start	Finish	Predecessors	2018				2019			
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1	<b>Chapel &amp; Mystic Hills Lift Stations Improvements</b>												
2	<b>Design</b>	155 days	Wed 3/14/18	Tue 10/16/18									
3	Notice to Proceed	0 days	Wed 3/14/18	Wed 3/14/18									
4	Kick-off Meeting	0 days	Mon 3/19/18	Mon 3/19/18									
5	Existing Data Acquisition & Review	15 days	Wed 3/14/18	Tue 4/3/18									
6	Topographic Survey & Base Map	5 days	Wed 3/14/18	Tue 3/20/18									
7	Base Map Creation	10 days	Wed 3/21/18	Tue 4/3/18	6								
8	Site Layout Options Analysis	15 days	Wed 4/4/18	Tue 4/24/18	7								
9	Site Layout Options Selection Meeting	0 days	Tue 4/24/18	Tue 4/24/18	8								
10	Initial Design & 30% Plans	25 days	Wed 4/25/18	Tue 5/29/18	9								
11	Prepare Site Renderings	25 days	Wed 4/25/18	Tue 5/29/18	9								
12	City Review	5 days	Wed 5/30/18	Tue 6/5/18	11								
13	Chapel - Neighbor Meeting	0 days	Wed 5/30/18	Wed 5/30/18									
14	Mystic Hills - Neighbor Meeting	0 days	Thu 5/31/18	Thu 5/31/18									
15	60% Plans, Specs & Cost Estimate	35 days	Wed 6/6/18	Tue 7/24/18	12								
16	City Review	5 days	Wed 7/25/18	Tue 7/31/18	15								
17	60% Design Review Meeting & Field Review	0 days	Tue 7/31/18	Tue 7/31/18	16								
18	Chapel - Neighbor Meeting	0 days	Tue 7/31/18	Tue 7/31/18									
19	Mystic Hills - Neighbor Meeting	0 days	Wed 8/1/18	Wed 8/1/18									
20	100% Plans, Specs & Cost Estimate	30 days	Wed 8/1/18	Tue 9/11/18	17								
21	100% Plan Submittal	0 days	Tue 9/11/18	Tue 9/11/18	20								
22	Neighborhood Meeting	0 days	Tue 9/11/18	Tue 9/11/18	20								
23	Construction Authorization - ADEQ Review	20 days	Wed 9/12/18	Tue 10/9/18	22								
24	Incorporate ADEQ Comments	5 days	Wed 10/10/18	Tue 10/16/18	23								
25	Final Plans & Specs	0 days	Tue 10/16/18	Tue 10/16/18	24								
26													
27	<b>Estimated Construction</b>	205 days	Wed 9/12/18	Tue 6/25/19									
28	Bidding Process	20 days	Wed 9/12/18	Tue 10/9/18	20								
29	Bid Opening	0 days	Tue 10/9/18	Tue 10/9/18	28								
30	Council Approval of Construction Contract	0 days	Tue 10/23/18	Tue 10/23/18									
31	Pre-Construction Meeting	0 days	Wed 10/24/18	Wed 10/24/18	30								
32	Construction	170 days	Wed 10/24/18	Tue 6/18/19	31								
33	Contract Record Drawings & EOC	5 days	Wed 6/19/19	Tue 6/25/19	32								

City of Sedona  
 Chapel & Mystic Hills Lift Station  
 Design & Construction Schedule

**WASTEWATER COLLECTION SYSTEM IMPROVEMENTS  
CITY OF SEDONA, ARIZONA**

**SCOPE OF WORK**

February 28, 2018

**BACKGROUND**

The City of Sedona (CITY) is planning to complete collection system improvements (PROJECT) identified in their 2017 Wastewater Master Plan Update. This PROJECT includes upsizing the Chapel Lift Station, upsizing the Mystic Hills Lift Station, upsizing the Brewer Road force main, and upsizing a portion of the gravity sewer in Highway 179.

The purpose of this scope of work is to describe the services to be performed by Carollo Engineers, Inc. (CAROLLO) as a sub-consultant to Sunrise Engineering (SUNRISE), which was selected by the CITY to complete this PROJECT. CAROLLO will provide the following services:

1. Hydraulic modeling of the collection system to support lift station design
2. Bypass pumping design
3. Electrical, Instrumentation and Controls (EI&C) design
4. Landscape site renderings
5. Surge analysis

**PROJECT ASSUMPTIONS**

In order to complete this PROJECT, the following assumptions have been made by CAROLLO:

1. The CITY's hydraulic model will be used for this PROJECT.
2. SUNRISE will preparing all the permits required for approval to construct and approval of construction. CAROLLO assumes no work effort for permitting or permitting fees.
3. SUNRISE will provide surveys and drawing border files in AutoCAD Civil 3D version 2016 or older.
4. SUNRISE will provide all plots, reports, reproductions, and deliveries to the CITY.
5. SUNRISE will provide record drawings for the Chapel and Mystic Hills Lift Stations electronically to CAROLLO.
6. SUNRISE will prepare all general drawings required by the CITY.

7. CAROLLO scope of work excludes any bidding phase services, conformed documents, or construction phase services. These services can be provided as additional services if requested.
8. SUNRISE will provide utility maps for the Chapel and Mystic Hills Lift Stations electronically to CAROLLO.
9. CAROLLO scope of work excludes survey, potholing, utility coordination, geotechnical, odor testing, or generator testing services.
10. CAROLLO assumes full size drawings will be 22-inch by 34-inch.
11. CAROLLO assumes SUNRISE will include the surge protection device recommended in the PDR in the mechanical drawings and specifications for the Chapel and Mystic Hills Lift Stations.
12. CAROLLO assumes SUNRISE will prepare all agendas and minutes for meetings with the CITY.
13. CAROLLO excludes attendance at CITY Council and public meetings.
14. CAROLLO assumes the project schedule will be seven (7) months from notice to proceed to delivery of final design documents.
15. CAROLLO excludes modeling bypass pumping.
16. CAROLLO assumes as-built drawings of the collection system upstream of the Chapel and Mystic Hills lift stations are available for review in the bypass pumping analysis.
17. CAROLLO excludes all design elements related to the remote monitoring of the Chapel and Mystic Hills lift stations including control descriptions, remote telemetry units, and SCADA. The Carollo design will show the I/O to be connected to the existing OMNI system, supply power to the existing OMNI system, and provide a place in a control panel for installation of the existing OMNI system. All programming and communications associated with the existing OMNI system is to be performed by the City.

### **Task 1 Hydraulic Modeling of Collection System**

CAROLLO will use the CITY's wastewater model to evaluate up to 4 scenarios to support the lift station design. Scenarios will be defined by the CITY and SUNRISE and are anticipated to include variations in wet well and pump configurations (pump curves, wet well set points) for either or both lift stations, or variations in base or wet weather load conditions.

*Deliverables:* Model results will be provided electronically using charts, tables, maps as necessary to communicate outcomes. Model results will be documented in the Preliminary Design Report. Edits will be made based on comments received from the draft PDR meeting and a Final PDR write-up will be delivered electronically.

### **Task 2 Bypass Pumping**

To construct improvements on the existing lift station site, an interim solution is required to bypass wastewater flows around the existing wet well.

## **Task 2.1 Preliminary Design Report (PDR)**

Hand calculation analysis will be completed to understand the sewer effluent flow rates and possible manhole surge conditions by using the upstream manholes at Chapel and Mystic Hills Lift Stations as a temporary wet well. Calculations will be used to size the pumps and set the level float set points for the bypass wet well. CAROLLO will prepare a write-up for the PDR defining the criteria based on the results. Figures will be prepared showing the results and preliminary design concepts for bypass pumping.

*Deliverables:* Draft PDR write-up on bypass pumping and a maximum of four figures will be delivered electronically. Edits will be made based on comments received from the draft PDR meeting and a Final PDR write-up on bypass pumping and edits on a maximum of four figures will be delivered electronically.

## **Task 2.2 60% Design Documents**

CAROLLO will prepare bypass pumping plans and technical specifications for Chapel and Mystic Hills Lift Stations. A 60% level opinion of probable construction cost will be provided.

*Deliverables:* One 11x17 PDF Drawing, one technical specification, and one opinion of probable construction cost each for Chapel and Mystic Hill Lift Stations will be delivered electronically.

## **Task 2.3 90% Design Documents**

CAROLLO will address all comments from the 60% design review meeting for the 90% submittal.

*Deliverables:* One 11x17 PDF Drawing, one technical specification, and one opinion of probable construction cost each for Chapel and Mystic Hill Lift Stations will be delivered electronically. This submittal will not contain sealed documents.

## **Task 2.4 Final Design Documents**

CAROLLO will address all comments from the 90% design review meeting for the final submittal.

*Deliverables:* One 22x34 PDF Drawing, one technical specification, and one opinion of probable construction cost each for Chapel and Mystic Hill Lift Stations will be delivered electronically. This submittal will include drawings sealed by a professional Civil Engineer in the State of Arizona, with electronic CDS signatures.

## **Task 3 EI&C Design**

### **Task 3.1 Preliminary Design Report**

#### **Task 3.1.1 Electrical**

A NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities evaluation will be performed to determine the area classification. Additionally, a working clearance evaluation in accordance with the National Electrical Code will be performed. This will be used to provide equipment



layout options that provide adequate working clearances and ensure equipment is not located in hazardous areas.

*Deliverables:* Two 11x17 PDF Drawings and description of each layout.

### Task 3.1.2 Instrumentation and Controls

CAROLLO will evaluate the existing OMNI system and instruments, and provide recommendations for I/O to be monitored based on the capabilities of the existing OMNI system.

*Deliverables:* Description of recommended instrumentation and I/O to be monitored by the existing OMNI system.

### **Task 3.2 60% Design Documents**

CAROLLO will include the following items at 60%:

1. Electrical:
  - Single line diagrams and motor control diagrams are partially complete.
  - Power and control plans are partially complete.
  - Panel, light fixtures, and cable/conduit schedules are complete.
  - Duct bank and pull box details are partially complete.
  - Lighting and receptacle plans are partially complete.
  - Specifications for major equipment items have been drafted. Additional specifications are in progress.
  - Design calculations are complete.
2. Instrumentation:
  - P&IDs are essentially complete.
  - I & C details are partially complete.
  - Control schematic diagrams are partially complete.
  - Specifications for instrumentation devices are started.

*Deliverables:* The drawings, technical specifications, and opinion of probable construction cost for EI&C will be provided electronically. Drawings will be provided as 11x17 PDFs.

### **Task 3.3 90% Design Documents**

CAROLLO will address all comments from the 60% design review meeting for the 90% submittal.

*Deliverables:* The drawings, technical specifications, and opinion of probable construction cost for EI&C will be provided electronically. Drawings will be provided as 11x17 PDFs. This submittal will not contain sealed documents.

### **Task 3.4 Final Design Documents**

CAROLLO will address all comments from the 90% design review meeting for the final submittal.

*Deliverables:* The drawings, technical specifications, and an opinion of probable construction cost for EI&C will be provided electronically. Drawings will be provided as 22x34 PDFs. This submittal will include drawings sealed by a professional Electrical Engineer in the State of Arizona, with electronic CDS signatures.

### **Task 4 Site Renderings (Allowance)**

#### **Task 4.1 Site Renderings**

CAROLLO will prepare one exterior site view landscape rendering for each lift station (two images total) based upon the lift station option selected by CITY (option 1: maintain current site footprint, option 2: expand site footprint). Renderings will be created in Photoshop and will be developed using extent of property lines, list of plantings, trees, or bushes to be included in the image, extent of landscaping to encompass the property and photographs to be supplied by CITY. One revision for each image is included.

*Deliverables:*

- One exterior site view landscape rendering for each lift station (two images total) in an 11x17 format.

### **Task 5 Surge Analysis (Allowance)**

#### **Task 5.1 Surge Analysis**

CAROLLO will prepare a hydraulic transient model of the force main discharging from the Mystic Hills Lift Station. This analysis is recommended because the City's Poco Diablo Lift Station pumps into the same force main as the Mystic Hills Lift Station. The surge analysis will estimate the pressures that will result from power failure and pump start scenarios at these two lift stations. The water hammer simulations will be described and the graphs shown in the PDR. The PDR will summarize the pressure ranges before and after adding surge protection. Based on the analysis, recommendations will be made for surge protection devices.

*Deliverables:* Draft PDR write-up on surge and a maximum of four figures will be delivered electronically. Edits will be made based on comments received from the draft PDR meeting and a Final PDR write-up on surge and edits on a maximum of four figures will be delivered electronically.

### **Task 6 Project Administration**

#### **Task 6.1 Project Coordination**

CAROLLO will provide project coordination services to include directing the activities of the project team members, regularly monitoring progress of the work and the budget, preparing progress and activity reports, communicating with SUNRISE on technical issues and problems encountered, schedule updates, and monitoring and updating the project schedule as appropriate.

*Deliverables:* Monthly Progress Report (Electronic version)

## **Task 6.2 Project Meetings**

The task includes the following meetings:

1. Project Kickoff Meeting (1 meeting) - CAROLLO will meet with SUNRISE, in person to discuss the PROJECTS objectives, scope of services, and the project schedule. The meeting will include the SUNRISE staff involved in the project as well as three (3) representatives from CAROLLO. This meeting is expected to be approximately one (1) hour in length.
2. 60% Design Review Meeting (1 meeting) - CAROLLO will attend in person the meeting with the CITY to go over the results of the review of the 60% submittal. The meeting will include three (3) representatives from CAROLLO, one in-person and two via web conference. This meeting is expected to be approximately two (2) hours in length.
3. 90% Design Review Meeting (1 meeting) - CAROLLO will web conference into the meeting with the CITY to go over the results of the review of the 90% submittal. The meeting will include three (3) representatives from CAROLLO. This meeting is expected to be approximately one (1) hour in length.
4. Project Coordination (4 meetings) - CAROLLO will web conference with SUNRISE to discuss PROJECT design coordination items. The meetings will include the SUNRISE staff involved in the project as well as three (3) representatives from CAROLLO. These meetings are expected to be approximately one (1) hour in length.

## **ESTIMATE OF EFFORT**

The engineering fees for the above scope of work are offered on a time and material basis not to exceed \$91,752. The attached fee schedule shows the costs for completing this PROJECT.

City of Sedona  
Wastewater Collection System Improvements  
ESTIMATE OF EFFORT AND COST  
February 28, 2018

Tasks	Carollo Labor Hours						Total Labor Hours and cost Per Task	Fee per Task
	Quality Manager	Senior Discipline Engineer	Professional Engineer	Staff Engineer	Technician	Clerical		
Hourly Rate	\$ 226	\$ 193	\$ 180	\$ 130	\$ 115	\$ 100		
<b>1.0 Task 1 Hydraulic Modeling of the Collection System</b>								
1.1 Hydraulic Modeling of the Collection System	1	4	0	16	0	0	21	\$ 3,078
1.2 Documentatino of Model Results for Preliminary Design Report	1	4	0	8	0	2	15	\$ 2,238
<b>Sub-total Carollo Labor Hours</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>2</b>	<b>36</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$452</b>	<b>\$1,544</b>	<b>\$0</b>	<b>\$3,120</b>	<b>\$0</b>	<b>\$200</b>	<b>\$5,316</b>	<b>\$ 5,316</b>
<b>2.0 Task 2 Bypass Pumping</b>								
2.1 Preliminary Design Report (PDR)	2	2	16	8	16	4	48	\$ 6,998
2.2 60% Design Documents	2	2	12	8	16	2	42	\$ 6,078
2.3 90% Design Documents	2	2	8	4	12	2	30	\$ 4,378
2.4 Final Design Documents	2	2	6	4	8	2	24	\$ 3,558
<b>Sub-total Carollo Labor Hours</b>	<b>8</b>	<b>8</b>	<b>42</b>	<b>24</b>	<b>52</b>	<b>10</b>	<b>144</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$1,808</b>	<b>\$1,544</b>	<b>\$7,560</b>	<b>\$3,120</b>	<b>\$5,980</b>	<b>\$1,000</b>	<b>\$21,012</b>	<b>\$ 21,012</b>
<b>3.0 Task 3 EI&amp;C Design</b>								
3.1 Preliminary Design Report (PDR)	2	0	8	4	24	4	42	\$ 5,572
3.2 60% Design Documents	12	0	32	22	40	4	110	\$ 16,332
3.3 90% Design Documents	6	0	24	20	40	4	94	\$ 13,276
3.4 Final Design Documents	6	0	16	16	24	4	66	\$ 9,476
<b>Sub-total Carollo Labor Hours</b>	<b>26</b>	<b>0</b>	<b>80</b>	<b>62</b>	<b>128</b>	<b>16</b>	<b>312</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$5,876</b>	<b>\$0</b>	<b>\$14,400</b>	<b>\$8,060</b>	<b>\$14,720</b>	<b>\$1,600</b>	<b>\$44,656</b>	<b>\$ 44,656</b>
<b>4.0 Task 4 Site Renderings</b>								
4.1 Exterior Site Renderings Concept Exhibits	0	0	4	0	20	0	24	\$ 3,020
<b>Sub-total Carollo Labor Hours</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>24</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$720</b>	<b>\$0</b>	<b>\$2,300</b>	<b>\$0</b>	<b>\$3,020</b>	<b>\$ 3,020</b>
<b>5.0 Task 5 Surge Analysis (Allowance)</b>								
5.1 Surge Analysis	4	8	0	32	2	2	48	\$ 7,038
<b>Sub-total Carollo Labor Hours</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>32</b>	<b>2</b>	<b>2</b>	<b>48</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$904</b>	<b>\$1,544</b>	<b>\$0</b>	<b>\$4,160</b>	<b>\$230</b>	<b>\$200</b>	<b>\$7,038</b>	<b>\$ 7,038</b>
<b>6.0 Task 6 Project Administration</b>								
6.1 Project Coordination	0	14	4	0	0	0	18	\$ 3,422
6.2 Project Meetings	0	16	20	0	0	0	36	\$ 6,688
<b>Sub-total Carollo Labor Hours</b>	<b>0</b>	<b>30</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	
<b>Sub-total Carollo Labor Cost</b>	<b>\$0</b>	<b>\$5,790</b>	<b>\$4,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,110</b>	<b>\$ 10,110</b>
<b>TOTAL PROJECT ESTIMATED CAROLLO LABOR HOURS</b>	<b>40</b>	<b>54</b>	<b>150</b>	<b>142</b>	<b>202</b>	<b>30</b>	<b>618</b>	
<b>TOTAL CAROLLO LABOR COST PER CLASSIFICATION</b>	<b>\$9,040</b>	<b>\$10,422</b>	<b>\$27,000</b>	<b>\$18,460</b>	<b>\$23,230</b>	<b>\$3,000</b>		<b>\$ 91,152</b>

	<b>\$91,152</b>
<b>Direct Costs</b>	
Mileage Reimbursement	\$ 500
Printing	\$ 100
<b>Sub-Total</b>	<b>\$ 600</b>
<b>Total Project Cost</b>	<b>\$91,752</b>



February 23, 2018

Sunrise Engineering  
2152 South Vineyard, Suite 123  
Mesa, Arizona 85210

Attn: Mr. Greg Potter  
Email: [gpotter@sunrise-eng.com](mailto:gpotter@sunrise-eng.com)

Re: **Proposal for Geotechnical Engineering Services**  
**Proposed Lift Stations**  
**Mystic Hills near West Mallard Drive**  
**Chapel near Talia Court**  
**Sedona, Arizona**  
**Terracon Proposal No. P65185027: Rev-1**

Dear Mr. Potter:

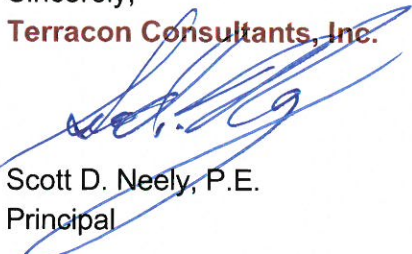
We appreciate the opportunity to submit this proposal to Sunrise Engineering to provide Geotechnical Engineering services for the above referenced project. This proposal outlines our understanding of the project, our planned scope of services, associated fees, and our terms and conditions associated with the performance of these services. We have organized our proposal as follows for ease of reference:

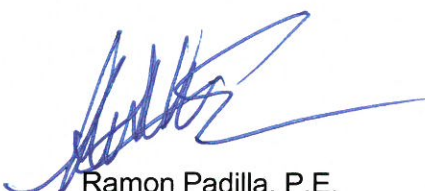
- Exhibit A Project Information
- Exhibit B Scope of Services
- Exhibit C Compensation and Project Schedule
- Exhibit D Agreement for Services

Our base fee to perform the scope of services described in this proposal is outlined in Exhibit C. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services (Exhibit D) to our office. We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,

**Terracon Consultants, Inc.**

  
Scott D. Neely, P.E.  
Principal

  
Ramon Padilla, P.E.  
Geotechnical Services Manager

## EXHIBIT A - PROJECT INFORMATION

Our scope of work was developed based on the information provided and our understanding of the project. Aspects of the project that are undefined or assumed are highlighted as shown here in this exhibit.

### Site Location

Item	Description
<b>Location</b>	The Mystic Hills lift station is located near the far west end of Mallard Drive, and the Chapel lift station is located between Talia Court and State Route 179, in Sedona, Arizona.
<b>Existing Improvements</b>	Available aerial photographs indicate the sites are developed with existing lift stations. The immediate area around each of these lift stations varies, but are generally comprised of large bushes or small trees, and other infrastructure.
<b>Existing Topography</b>	Relatively flat at the Mystic Hills lift station and slopes gently to the west at the Chapel lift station location.
<b>Site Access</b>	We assume all exploration locations are accessible to our truck-mounted drilling equipment.

### Planned Construction

Item	Description
<b>Project Description</b>	Based on the information provided, we understand the lift stations will be razed in order to construct the new lift stations at each site. The depth of the lift stations will be 13 feet and 16 feet below existing grade. It is anticipated that deep narrow excavations will be required for each lift station, but that temporary shoring is not planned at this time. Depending on proximity of the new lift station to the existing lift stations, backfill from the existing lift station may pose a geotechnical risk and may need some kind of temporary shoring to accommodate men and equipment to construct the new lift stations.
<b>Proposed Construction</b>	The proposed new lift stations will be constructed of concrete with a concrete floor.
<b>Maximum Loads</b>	<ul style="list-style-type: none"> <li>■ Walls: 4 kips per linear foot maximum</li> </ul>
<b>Grading</b>	The sites are existing, and therefore, little if any earthwork is anticipated for either site.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services will consist of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Upon initiation of the project, we will provide Sunrise Engineering and any design and construction team members you designate, access to Terracon's **GeoReport** collaboration portal. We envision the submittal of our deliverables via this portal in three stages:

- n Stage 1 - Project Planning (exploration plan and coordination)
- n Stage 2 - Site Characterization (results of field and laboratory testing)
- n Stage 3 - Geotechnical Engineering (recommendations and report)

The **GeoReport** portal provides a medium for collaboration with the design team, the owner, and invited contractors if so desired. The benefit of this staged, collaborative approach is the interaction of the designers as the geotechnical characteristics are determined, and the consideration of site preparation, foundation and floor slab options that are considered to be viable based upon the understanding of these characteristics.

**Task 1 – Project Setup and Coordination** - Terracon will setup the project, stake the boring locations, contact the Arizona 811 Center to locate public underground utilities, and coordinate the field exploration. We have assumed the utility lines associated with the existing lift stations are public utilities that will be identified through the Arizona 811 ticket. We will also plan on incorporating into our services a private utility locator subcontractor in an effort to identify private utilities that may be present at our work areas. In addition, we request that available as-built plans or information identifying the locations of private utilities within the proposed improvement area be provided to Terracon prior to the geotechnical field exploration. We have assumed Sunrise and/or the Owner will assist Terracon with access to the site for staking boring locations, private utility locating, and the field exploration.

**Task 2 – Field Exploration** - Terracon will perform a geotechnical field exploration at the site to evaluate the subsurface conditions and obtain representative samples. Based upon the information provided and our experience, we propose drilling test borings for the project as outlined in the following table:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
1	30 feet or 20 feet if bedrock is encountered	Mystic Hills lift station
1	30 feet or 20 feet if bedrock is encountered	Chapel lift station

1. Planned depth below the existing ground surface.



## Proposal for Geotechnical Engineering Services

Proposed Lift Stations ■ Sedona, Arizona

February 23, 2018 ■ Terracon Proposal No. P65185027



The borings will be advanced to the planned depths below the existing ground surface (bgs) using hollow stem auger drilling, and will be advanced using coring methods if auger refusal on bedrock is encountered prior to a depth of 17 feet. The rock will be cored to a depth of 20 feet. The depth and locations of test borings may be adjusted depending upon actual subsurface conditions encountered.

Boring Layout and Elevations: Coordinates will be obtained with a handheld GPS unit (with an estimated horizontal accuracy of about  $\pm 15$  feet). If available, approximate elevations will be obtained by interpolation from local topographic maps. Field measurements from existing site features may be utilized.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. In addition, our fees assume boring locations will be accessible without delay to our field crew and drill rig equipment.

Subsurface Exploration Procedures: We plan to advance the borings with a truck-mounted drill rig using hollow-stem continuous flight augers. During the drilling operations, a field engineer or geologist will log the borings, record the results of penetration tests, and obtain representative samples for further laboratory evaluation. Drilling and sampling will be performed in general accordance with applicable ASTM or local standards. Samples are planned to be obtained with standard penetration test samplers or ring-lined barrel samplers at approximate intervals of 5 feet throughout the depths explored. Bulk samples of auger cuttings will be collected from the borings at selected depth intervals.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that during the normal course of our services, disturbance could occur. Our services do not include repair of the site beyond backfilling our test borings. Borings drilled through asphalt concrete pavements are planned to be patched with asphalt cold patch. Any additional site restoration is considered the responsibility of others. For safety purposes, all test borings will be backfilled after their completion with the excavated cuttings. Excess cuttings will be disposed of on the site. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety: Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual



or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through the Arizona 811 Center. Terracon should be notified if the owner/client is aware of potential utilities or other unmarked underground hazards. Terracon plans on subcontracting a private utility locating service in an effort to identify private utilities that may be present at our work areas. Fees associated with the additional services are included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities. Terracon will not be responsible for damage to private utilities that are not made aware to us.

**Task 3 – Laboratory Testing** - Under the direction of a geotechnical engineer, the samples obtained from the test borings will be tested in our laboratory to determine physical engineering characteristics. The following table outlines the laboratory testing anticipated for the project.

Laboratory Test	Number of Tests
Atterberg Limits (ASTM D4318)	2
Grain Size Analysis (ASTM C136 and C117)	2
Unit Weight (dry density) and Moisture Content of Soil (ring samples)	6
Soil Corrosivity Suite (pH & Minimum Electrical Resistivity & Soluble Sulfate & Chloride)	2
Unconfined Compression of Rock (if encountered)	2

Laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards. The number and type of tests may vary depending on the sample quality and quantity. Samples obtained during the field exploration will be discarded 30 days after the date the geotechnical engineering report (unless sample storage beyond the 30 days is incorporated into our scope of work and fees).

**Task 4 – Geotechnical Engineering Report** - Terracon will prepare a geotechnical engineering report for the project. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Arizona. Based on the results of our evaluation, the engineering report will include a geotechnical site characterization, engineering calculations necessary to evaluate foundation alternatives, and appropriate geotechnical engineering design criteria for the earth-related phases of the project. The report will include the following:

- n Computer generated boring logs with soil stratification based on visual soil classification
- n Summarized laboratory data
- n Groundwater levels observed during and after completion of drilling (if encountered)
- n Boring location plan
- n Subsurface exploration procedures
- n Encountered soil conditions
- n Design values for allowable bearing pressures for shallow foundations
- n Estimated settlement of foundations
- n Floor slab support recommendations
- n Excavation slope recommendations
- n Difficulty of excavation
- n Lateral earth pressures
- n Seismic Site Classification
- n Backfill recommendations

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump sum fee
Task 1 - Project Setup and Coordination	\$750
Task 2 - Field Exploration	\$2,400
Task 3 – Laboratory Testing	\$750
Task 4 – Geotechnical Engineering Report	\$1,500
<b>Total for Above Geotechnical Engineering Services</b>	<b>\$5,400</b>
<b>Contingency fee for Coring of Bedrock<sup>1</sup></b>	<b>\$3,000</b>

**Note 1: This contingency fee is to be used on a time and materials basis for equipment preparation, coring, and laboratory testing of bedrock if encountered.**

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

### Project Schedule

We have developed a schedule to complete the scope of work based upon our existing availability at the date of this proposal. The schedule below is predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

Task	Estimated Time to Complete Task
Task 1 - Project Setup and Coordination	1 week
Task 2 – Field Exploration	1 to 2 days
Task 3 – Laboratory Testing	1 week
Task 4 – Geotechnical Engineering Report	1 to 2 weeks
<b>Estimated Total Number of Weeks:</b>	<b>2 to 3 weeks</b>

## **EXHIBIT D**

### **Agreement for Services**

## AGREEMENT FOR SERVICES

This AGREEMENT is between Sunrise Engineering Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sedona Lift Stations project ("Project"), as described in the Project Information section of Consultant's Proposal dated 02/08/2018 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single



- limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Arizona law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **2/23/2018**  
Name/Title: **Scott D Neely / Principal**  
Address: **4685 S Ash Ave Ste H-4**  
**Tempe, AZ 85282-6767**  
Phone: **(480) 897-8200** Fax: **(480) 897-1133**  
Email: **Scott.Neely@terracon.com**

Client: **Sunrise Engineering Inc**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Tyson Glock / Project Manager**  
Address: **2152 South Vineyard, Suite 123**  
**Mesa, AZ 85210**  
Phone: **(480) 768-8600** Fax: **(480) 768-8609**  
Email: **tglock@sunrise-eng.com**

**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 Sunrise Engineering, Inc. ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations Upgrades) Project, 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 \$319,900.00. 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, 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, 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 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 CITY, either in the initial bid, or prior to commencement of particular tasks.
    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 CONSULTANT who uses an automobile in providing services to CITY 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 to the 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 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 CITY 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 (1) 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:
  - 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 the Contractor 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**).
  - H. 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. CONSULTANT 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."
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, 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 CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this 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: Sunrise Engineering, Inc.  
2152 South Vineyard, Suite 123  
Mesa, AZ 85210

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 FIRM NAME

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

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

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

## **EXHIBITS**

### **Exhibit A**

- Scope of Work and Associated Costs.

### **Exhibit B**

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

### **Exhibit C**

- Participation in Boycott of Israel Document.

**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 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:

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. 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.

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

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**CITY COUNCIL  
AGENDA BILL**

**AB 2350  
March 13, 2018  
Consent Items**

**Agenda Item:** 3d  
**Proposed Action & Subject:** Authorization to engage a short-term rental monitoring service.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 20,000 annually (pro-rated for the remainder of FY18)
City Manager's Recommendation	Authorize staff to engage a short-term rental monitoring service.	<b>Amount Budgeted</b>
		\$ 12,000 (FY18 budget for abate of code violations)
		Account No. 10-5310-33-6405 (Description) Professional Services
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:**

This agenda bill seeks direction from council to hire a short-term rental monitoring service.

When SB 1350 became law, staff did not know what to expect in terms of volume of activity or impacts from short term rental activity. Staff and council still have substantial questions about how many properties are rented on a short-term basis, whether the number is increasing or decreasing, and whether properties are compliant with the law, including the remittance of sales tax. The city lacks the resources and the regulatory authority to address these questions without assistance from an outside source.

With the proliferation of the sharing economy and short-term rentals numerous companies have started offering monitoring services. Staff has already met with and/or received information from a handful of such companies. The general suite of services offered includes:

- Identifying all short-term rental listings included in any number of online market places.
- Tracking critical information including frequency of listing, price, booking rate etc.

- Sending automated form letters clarifying regulations to any new listing.
- Other services including process complaints and non-compliance.

These services could help to understand the broader trends in short-term rentals, impacts to long term rentals, and impacts to the broader economy. These services should also create greater compliance with regulations and help direct resources (including audits) to any non-compliance.

Staff proposes using unused abatement funds for the remainder of this fiscal year. Funds will be budgeted specially for this purpose in the FY19 budget.

**Community Plan Consistent:** Yes - No - Not Applicable

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

**Alternative(s):**

**MOTION**

**I move to:** authorize staff to engage a short-term rental monitoring service.



**CITY COUNCIL  
AGENDA BILL**

**AB 2342  
Regular Business  
March 13, 2018**

**Agenda Item: 8a**

**Proposed Action & Subject:** Discussion/possible action regarding a resolution approving a development agreement between the City of Sedona and Verde Valley Habitat for Humanity, which provides for a financial contribution from the City in the amount of \$38,374 towards the construction of a three-unit affordable housing project located at 460 Peach Lane, Sedona, Arizona.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	15 Minutes
<b>Total Time for Item</b>	45 Minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Letter from Verde Valley Habitat for Humanity B. Development Agreement between City and Habitat

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 38,374
City Manager's Recommendation	Approve a development agreement outlining a contribution toward development fees for Habitat for Humanity.	<b>Amount Budgeted</b>
		\$ Will be budgeted next fiscal year
		Account No. (Description)
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** One of the six major outcomes identified in the Sedona Community Plan is housing diversity. The Plan suggests that in 2020 and beyond success will have been achieved if Sedona has fostered the building of different housing types to provide more options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers (Community Plan Introduction Section - Major Outcomes). In its Land Use, Housing, and Growth section the Plan also sets a goal to encourage diverse and affordable housing options (Section 3, page 17).

Ensuring an adequate supply of affordable housing in Sedona is also a key interest of City Council, established as one of the Council priority areas for 2018. In the citizen survey conducted in Fall 2017, 63% of the respondents rated the availability of affordable quality housing in Sedona as poor.

The City of Sedona has also adopted a Development Incentives and Guidelines for Affordable Housing (DIGAH) policy to provide guidelines and offer incentives to encourage the construction and retention of affordable housing in Sedona.

The Community Development Department is currently processing a building permit application for Verde Valley Habitat for Humanity (Habitat) for the construction of three new affordable housing units in Uptown Sedona. Habitat, a non-profit organization, has asked the City to partner with them on this project and has requested that the City provide financial support to pay or waive the development review, permit and building inspection fees, development impact fees (DIF), and sewer capacity fees associated with this permit application (see Exhibit A letter from Habitat).

These fees are estimated as follows:

<u>Description</u>	<u>Unit Cost</u>	<u>Total Fees</u>
Sewer Capacity Fee	\$7,962.25	\$23,886.75
General Government Development Impact Fee	\$173.00	\$519.00
Parks Development Impact Fee	\$3,236.00	\$9,708.00
Police Development Impact Fee	\$466.00	\$1,398.00
Streets Development Impact Fee	\$954.00	\$2,862.00
Subtotal DIF and Sewer		<b>\$38,373.75</b>
Development Review Fees (estimated)		\$5,000.00
Building Permit Fees (estimated)		\$2,700.00
<b>Total</b>		<b>\$46,073.75</b>

The total amount of development impact and sewer capacity fees is \$38,373.75.

Based on state statute and city code, development impact and sewer capacity fees must be paid. Therefore, instead of waiving these fees, staff is proposing that the City make a financial contribution to the project commensurate with the amount of the fees. Habitat could then use those funds to cover the cost of the development impact and sewer capacity fees. The City's affordable housing fund is the logical source of funding to provide this financial support.

If Council takes positive action to contribute to this project in the amount of the sewer capacity and development impact fees using funds from the dedicated affordable housing account, it would result in a total expenditure of \$38,374 from that fund.

Since the homes are planned to be completed in August 2018 and the payment of the sewer and DIF fees are due at that time, the expenditure from the affordable housing fund can be budgeted and made in FY2019.

Building permit and development review fees are estimated at \$7,700. These fees are set by the City Council and can be waived by the City Council. Staff is therefore requesting City Council approval to waive these fees.

### **Verde Valley Habitat for Humanity Program and Subdivision Application**

The Verde Valley Habitat for Humanity (Habitat) has submitted an application to construct a triplex at 460 Peach Lane in Uptown Sedona. Habitat has submitted a letter further detailing the organization and program, and the background and intent of this project (Exhibit A). Habitat builds and repairs houses all over the world using volunteer labor and donations. They help income-qualified families purchase these houses through no-profit, no-interest mortgage loans or other innovative financing methods.

In 2013, Habitat constructed a single-family home at 55 Grounds Drive in West Sedona. This was the first, and so far, only, Habitat home to be built in Sedona. At that time, the City Council also approved the use of affordable housing funds to pay for the development impact and sewer capacity fees for that project.

Habitat has submitted construction drawings for the triplex, which are currently under review. Although Habitat homes may be eligible for a modification or reduction in development standards as established by the City's housing policy, they have not submitted any such requests at this time. As a result, Habitat intends to construct the home to meet all Sedona design and development standards.

The project requires Planning and Zoning and City Council approval for a subdivision and development review applications and administrative approval for setback encroachments. As proposed there will be two 3-bedroom units and one 2-bedroom unit.

Habitat homes have specific guidelines to designate homes as affordable and to ensure that they remain affordable for a specific period of time. Some of the Habitat requirements include, but are not necessarily limited to:

- Homeowners must be income qualified at 80% or less of the Area Median Income;
- Homeowners must occupy the home on a full-time basis;
- Habitat homes cannot be subleased;
- Occupancy standards determining size of home are based on the size of the eligible household;
- Monthly mortgage payment cannot exceed 30% of the qualified homeowner's gross monthly income; and,
- Homes are deed restricted to remain affordable for a specified period of time.

In the coming months, Habitat's Homeowner Selection Committee will be considering applications to select three low income families to become the owners of these homes.

The project is proposed to be a "blitz build" and is the first in the Verde Valley. Blitz builds are conducted in many states and focus on constructing a home in a very short timeframe. Habitat proposes to build these homes in two weeks in August 2018.

### **Dedicated Affordable Housing Fund (In-Lieu Fees)**

The City of Sedona's Development Incentives and Guidelines for Affordable Housing (DIGAH) (Revised March 10, 2009, Exhibit A) specifies that the City will consider an in-lieu fee as an alternative to constructing affordable housing units. These guidelines specify that collected in-lieu fees will be deposited into the City's dedicated affordable housing fund. The guidelines further specify that these funds will be spent for activities that directly support the creation and maintenance of affordable housing in Sedona, such as down payment assistance, land acquisition, and low-interest loans. The construction of the three affordable

units in Uptown directly supports the creation and maintenance of affordable housing in Sedona, and a financial contribution to Habitat, in support of this project, is consistent with the City's DIGAH.

The current account balance in the dedicated affordable housing fund is approximately \$286,000.

**Community Plan Consistent:** Yes - No - Not Applicable

One of the six major outcomes identified in the Sedona Community Plan is housing diversity. The Plan suggests that in 2020 and beyond success will have been achieved if Sedona has fostered the building of different housing types to provide more options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers. The Plan envisions this housing diversity will attract more young people, families, and professionals to become a vital part of our community life (Community Plan Introduction Section - Major Outcomes). The Plan also identifies encouraging diverse and affordable housing options as a goal in its Land Use, Housing, and Growth section (Section 3, page 17).

The Housing section of the Community Plan (page 23) states that diversity of housing choices is essential for a prosperous, sustainable, and healthy place to live. It recognizes that:

- A sustainable community offers a range of housing types by providing opportunities for people to live near jobs, shopping and services, which enable shorter trips, the use of alternative transportation, and a reduction in traffic congestion.
- There are economic benefits associated with housing diversity such as the ability to attract and retain businesses and employees.
- Housing choices are also important to seniors whose needs change as they age.
- Families and young people who grew up in Sedona may relocate due to lack of housing choices.

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

**Alternative(s):** The City Council can choose not to approve the financial contribution or fee waiver. This would require Habitat to pay approximately \$46,000 in various fees associated with the development of three housing units.

**MOTION**

**I move to:** approve the development agreement between the City of Sedona and Verde Valley Habitat for Humanity, which provides for a financial contribution from the City in the amount of \$38,374 towards the construction of a three-unit affordable housing project located at 460 Peach Lane, Sedona, Arizona.



*Help build it!*

February 5, 2018

City of Sedona City Council

Dear Mayor Sandy and Council members,

Thank you for the opportunity to provide information to all of you about Verde Valley Habitat for Humanity and our upcoming new home construction project in Sedona.

About Verde Valley Habitat for Humanity:

Verde Valley Habitat for Humanity is a non-profit organization who has been building and providing affordable home ownership opportunities in the Verde Valley and Sedona since 1995. To date, we have built 13 new homes, renovated three homes and since the end of 2016, completed 22 critical home repair projects. This calendar year, our goal is to build three new homes in Sedona, two in the Rimrock area, and complete thirteen more critical home repairs by the end of June 2018.

We have a few hundred volunteers who volunteer to serve on the Board of Directors, serve on committees, work in the ReStore, and build and repair homes.

We also run a thrift retail store in Cottonwood where we sell donated home goods, furniture, home repair and construction materials and supplies.

About Critical Home Repair Program:

We have a Critical Home Repair Program where we partner with current low income home owners to help them with critical home repairs such as; water damage repairs, roof repairs, hot water heater replacement, and build ADA compliant wheel chair ramps. These projects occur annually throughout Sedona and the Verde Valley. The homeowner income requirements for this program are the same as they are for new home construction.

### About Homeowner Selection:

VVHFH has a Homeowner Selection Committee that is currently made up of eight volunteers, some with mortgage loan origination backgrounds and professions and others who are simply interested in our mission to help low income families become homeowners. This committee is responsible for receiving, reviewing, and recommending applicants to the board of directors, who then approve the homeowners.

Two Homeowner Applicant Workshops have been scheduled and will be held in Sedona over the next few months. Applicants are encouraged to attend the workshop to learn all they need to know to apply for homeownership. These workshops will be held on Saturday's, February 24<sup>th</sup> from 9:00am to 12:00 noon at the Sedona Elk's Lodge. The second workshop is scheduled to be held on Saturday, March 24<sup>th</sup>. The location is still to be determined.

Information about these workshops will be sent to the City, local churches, businesses, and school district to share and will also appear in local newspapers and will be heard on radio ads that will air on Yavapai Broadcasting radio stations.

### About Homeowner Qualifications, Requirements and Partnership:

All applicants who are interested in completing a homeownership application will have two weeks from the date of each workshop to submit their completed applications. The timeline for review, selection recommendations, and approval for the three local families who will partner with us to purchase the three homes is February 24 – May 31, 2018.

Homeowner applicants have several qualifying factors they must meet. They must have a steady source of verifiable income and be able to demonstrate financial responsibility to pay an affordable mortgage. Applicant's income must fall between 30 and 60 percent of the annual Yavapai Median Income. The current Yavapai annual median income is \$58,400. The applicants must also meet other criteria. They must have no bankruptcies within 24 months prior to submission of their application. They must be a resident of the Verde Valley for the past 12 months or more; be overly cost burdened by paying more than 30% of their income towards rent, living in unsafe or overcrowded living conditions or are currently without a home.

Qualified and approved applicants must make a \$1000 down payment at the time they are notified that they have been approved.

Applicants must also be willing to partner with VVHFH by fulfilling 300 (for a single applicant family) to 450 hours (for a dual applicant family) of sweat equity prior to and during the construction of their home; be willing to allow us to share their personal stories with others; and participate in workshops and training for financial instruction and budgeting, sweat equity, how to take care of the new home and how to be a good neighbor.



### How do we keep homes affordable:

VVHFH has a process in place that helps us keep homes affordable. We know that life happens. From time to time, a homeowner may need to sell their home. If a homeowner does need to sell the home, we protect the affordable nature of the home by having some legal documents in place and recorded at the time the home is originally sold and recorded with the county. We record the primary mortgage that the homeowner pays, subordinate note(s), (there may be more than one, that are forgiven at a percentage per year for every year the homeowner stays in their home and pays their mortgage payments), and a document that gives us the right of first repurchase. The rights of first repurchase states that the homeowner must let us know if they are selling so that we have the first option to repurchase the home. The home is purchased at the current market value minus any mortgage or note amounts that have been unpaid. These include subordinate notes that still have a repayment value. Once the home has been repurchased, we renovate the home and sell it to another qualified and approved homeowner. This process allows us to continue to provide affordable homeownership to another approved homeowner.

### About our first Sedona Homeowner:

VVHFH Homeowner applicants are primarily single mothers with children. Shandra Ryan, our first Sedona homeowner, is a local Sedona school teacher. Shandra was born and raised in Sedona and wanted more than anything to work and live in her hometown. Shandra worked for a local school when she became a homeowner. After she and her children moved into their new home, Shandra returned to school to finish her degree in special education. Since finishing her degree, Shandra has started holding summer camps for children in need of education enrichment and has become a Foster Parent. Shandra, now being a successful homeowner, has acquired some financial stability thereby giving her the opportunity to give back to her community by helping children both in and outside of the classroom.

### About 460 Peach Lane:

In 2013, Ron and Linda Martinez, local Sedona business owners and members, partnered with Verde Valley Habitat for Humanity (VVHFH) and raised funds to purchase the vacant property located at 460 Peach Lane. The Martinez's asked Sedona community members to make a financial contribution to help us purchase the property with the specific intent to provide a affordable home ownership for local qualified families.

### Sedona Construction Plans:

This summer, we will build three homes on the Peach Lane property that will have a build completion date of August 11, 2018. The homeowner dedication ceremony will be held after the completion of the homes in a ceremony for all three families, everyone involved, and the community. This will be the time of celebration for the homeowners and community.

Verde Valley Habitat for Humanity does not currently have other vacant lots by which we can build more new homes in Sedona. Our goal is to utilize the Homebuilder Blitz, building three homes in two weeks this summer on the Peach Lane property, to build awareness and support in the community for affordable homeownership and to give us the option to acquire other properties and financial support thereby continuing to build more homes. We do not want this project to be the last but the beginning of ongoing construction in the community.

Request for Financial Support for Impact Fees for 460 Peach Lane construction:

VVHFH is partnering with the City of Sedona, six local builders, sub-contractors, local supporters, and many volunteers to plan, organize, and build three new homes at 460 Peach Lane during a two week Blitz Build this summer. These three homes will be completely finished during the Blitz Build. VVHFH respectfully requests the City of Sedona to provide financial support to pay or waive the Sewer Capacity fee, Development Impact fee, Development Review fee, and Building Permit fees associated with this project.

VVHFH is excited and grateful for the opportunity to more affordable homes in Sedona.

Respectfully yours,

Tania Simms  
Executive Director

**737 S. Main Street, Cottonwood, AZ 86326**  
**Phone: (928) 649-6788 Fax: (928) 649-6742**  
[www.vvhabitat.org](http://www.vvhabitat.org)

**RESOLUTION NO. 2018-\_\_**  
**460 PEACH LANE**  
**DEVELOPMENT AGREEMENT**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH VERDE VALLEY  
HABITAT FOR HUMANITY, A PRIVATE NON-PROFIT CORPORATION FOR THE  
460 PEACH LANE PROJECT.**

WHEREAS, the City of Sedona ("City") and Verde Valley Habitat for Humanity, a private non-profit corporation, intend to enter into a development agreement for three (3) affordable housing units at 460 Peach Lane in Uptown Sedona that will include provisions to ensure the project addresses local affordable housing needs.

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

The City of Sedona, through its Mayor and Council, hereby finds that the development agreement attached hereto as Exhibit A is consistent with the Community Plan pursuant to A.R.S. § 9-500.05, and approves of the agreement, authorizing the signature by the Mayor and recording by law.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney

**EXHIBIT A**

When recorded mail to:

City Clerk  
City of Sedona  
102 Roadrunner Drive  
Sedona, Arizona 86336

**DEVELOPMENT AGREEMENT  
(Construction of Affordable Housing Units)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) for the construction of three (3) affordable housing units at 460 Peach Lane in Uptown Sedona (“Project”) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF SEDONA, an Arizona municipal corporation (“City”) and the Verde Valley Habitat for Humanity, a private non-profit corporation (“Habitat”).

**RECITALS**

- A. Habitat is the owner of the real property located at 460 Peach Lane in Sedona.
- B. Habitat intends to construct three owner occupied units on the property located at 460 Peach Lane and restrict the use and occupancy of the homes to meet Habitat’s affordable housing guidelines for home ownership.
- C. Habitat has asked the City to waive associated building, development impact and sewer capacity fees for the Project.
- D. Habitat and the City wish to enter into this Agreement to provide for a financial contribution from the City’s affordable housing fund to be intended to be used to pay for the development impact and sew capacity fees for the Project.
- E. The addition of affordable housing units is identified as a goal in the City’s Community Plan, the 2018 City Council identified priorities, the City’s Development Incentives and Guidelines for Affordable Housing policy. Because of the benefit to the City in the Project, the City is willing to contribute towards the cost of constructing these affordable housing units through this Agreement.
- F. Arizona Revised Statutes § 9-500.05 allows a municipality and any other person having an interest in real property located in a municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use including applicable land use rules, regulations and official policies ; permitted land use ; density and intensity of land use ; phasing of the development and duration of the development agreement ; and development fees.

## **EXHIBIT A**

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

**1. Accuracy of the Recitals.** Each of the parties to the extent such knowledge is within their respective control, hereby acknowledges, to the best of their knowledge, the accuracy of the Recitals, which are incorporated herein by this reference.

**2. Term.** Once executed by the parties, the term of this Agreement shall be deemed to commence as of the Effective Date and shall continue for twelve (12) months, or until completion of the proposed housing project, whichever occurs first.

**3. Additional Covenants of Habitat.**

- 3.1 Habitat shall construct (or cause to be constructed) a triplex consisting of three (3) affordable housing units, two (2) three-bedroom units and one (1) two-bedroom units, which will serve the City.
- 3.2 Habitat shall pay all the construction costs, which include the costs associated with the design, engineering, acquisition, and construction of the three (3) units.
- 3.3 Habitat shall commence construction within three hundred and sixty-five (365) days of the issuance of City construction permits and shall continue work until the Project is complete.

**4. Additional Covenants of City.**

- 4.1 The City will contribute Thirty-Eight Thousand Three Hundred Seventy-Four and No/100 Dollars (\$38,374.00) (the "City Contribution") from City's Affordable Housing Fund towards the cost of the Project.
- 4.2 As consideration for Habitat's construction of the Project, City shall pay the City Contribution to Habitat on or before July 31, 2018. The City Contribution will not be further adjusted based on actual costs of the Project.

**5. Approvals.** Habitat shall obtain all necessary approvals, permits, consents and authorizations from the City prior to constructing the Project.

**6. Reimbursement.** Subject to Force Majeure (as hereinafter defined), and delays caused by the City, should Habitat fail to timely complete the Project pursuant to this Agreement, Habitat shall reimburse City in full the amount of the City Contribution, within thirty (30) days of the expiration of this Agreement.

## EXHIBIT A

**7. City Representations and Warranties.** The City represents and that all representations set forth by City in this Agreement are accurate and truthful to the best of its knowledge and belief.

7.1 That the city is a duly organized, validly existing municipal corporation in the State of Arizona. The transactions contemplated by this Agreement, the execution of this Agreement and the city's performance hereunder have been duly authorized by all requisite action of the City and no other approval or consent is required for this Agreement to be binding upon the city. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind the City. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable Agreement, instrument, law, rule, regulation or official policy to which the City is a party or by which the City is bound.

## **8. Habitat Representations and Warranties.**

8.1 Habitat represents and warrants that each of their respective representations set forth in this Agreement are accurate and truthful to the best of its knowledge and belief.

8.2 That Habitat is a duly organized, validly existing Arizona non-profit corporation licensed to do business in the State of Arizona. Habitat is not a construction company or a licensed contractor. The transactions contemplated by this Agreement, the execution of this Agreement and Habitat's performance hereunder have been duly authorized by all requisite action of Habitat and no other approval or consent is required for this Agreement to be binding upon Habitat. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind Habitat. The execution of this Agreement and the consummation of the transactions contemplated hereby will not, to the best of Habitat's knowledge, result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, regulation or official policy to which Habitat is a party or by which Habitat is bound.

**9. Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Habitat each shall designate and appoint a representative to act as a liaison between the City, its various departments and Habitat. The initial representative for the City (the "City Representative") shall be its Community Development Director, Audree Juhlin, the initial representative for Habitat shall be Tania Simms, Executive Director (the "Habitat Representative"). The representatives shall, after reasonable notice, be available at all reasonable available times to discuss and review the performance of the parties' respective obligations under this Agreement.

## EXHIBIT A

### 10. Indemnification.

- 10.1 During the term of this Agreement, Habitat agrees to indemnify and hold harmless the City, their elected officials, appointees, employees, affiliates, agents, assigns and successors from any liability for claims ,suits, losses, damages to persons or property, including investigation and expert witness and reasonable attorney's fees, arising as a result of Habitat's breach of this Agreement or for any injury or death resulting from Habitat's negligence in relation to the construction of the Housing Project.
- 10.2 During the term of this Agreement, City agrees to indemnify and hold harmless Habitat, their officers, employees, affiliates, agents, assigns and successors from any liability for claims, suits, losses, damages to persons or property, including investigation and expert witness and attorney's fees, arising as a result of City's negligence or breach of this Agreement. The Parties agree that neither will be liable to the other for consequential damages.

**11. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement and no person or entity not a Party or a successor-in-interest to a Party to this Agreement will have any right or cause of action under this Agreement.

**12. Conflict of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

**13. Attorney's Fees.** If it becomes necessary for a Party of this Agreement to bring an action at law or other proceedings to enforce any of the terms or provisions of this Agreement, the successful Party in the action or proceeding is entitled to an award of its reasonable attorney's fees with the amount to be determined in accordance with A.R.S. § 12-341.01.

**14. Amendments.** No amendment is authorized under this Agreement except by written document executed by the City and Habitat.

**15. Assignment.** This Agreement may be assigned, with express written consent of the non-assigning Parties. Consent shall not be unreasonably withheld.

### 16. Limitation of Liability.

- 16.1 No member, official or employee of the City shall be personally liable to Habitat or any successor in interest to such party for any amount which may become due to Habitat from the City or any obligation under the terms of this Agreement.

## EXHIBIT A

16.2 No member, manager, or agent or employee of Habitat shall be personally liable to the City, or any successor in interest to such party for any amount which may become due to the City from Habitat or any obligation under the terms of this Agreement.

**17. Further Assurances.** The parties agree to take such actions including the execution and delivery of such mutually acceptable documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.

**18. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**19. Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**20. Disclaimer.** Nothing contained in this Agreement nor any act of the City or Habitat shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City or Habitat.

**21. City Development Fees.** The City agrees to waive all development fees otherwise imposed by the City for development of the Project. As used herein, "development fees" means all building permit fees, development review fees, subdivision fees, and other customary fees imposed by the City pursuant to ordinance generally applicable to new development in the City.

**22. Force Majeure.** The time for performance of any obligation or the satisfaction of any contingency under this Agreement shall be extended for the period during which a party is prevented from performing by the action or inaction of the other party, acts of God, government, or other force or event beyond the reasonable control of such party.

**23. Right of Termination.** Notwithstanding anything to the contrary contained herein, in the event that the Project cannot be constructed, Habitat shall have the right, but not the obligation, to terminate this Agreement by notice to the City. In the event that Habitat shall elect to so terminate this Agreement, and if, at such time the City Contribution has been paid to Habitat, Habitat shall reimburse the city in full for the City Contribution, within thirty (30) days of such termination.

**24. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona.

**25. Amendments.** This Agreement may be amended only by a mutual written agreement fully executed by the Parties.



## EXHIBIT A

**26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, oral or written, are superseded and merged into this Agreement.

This Agreement is effective as of the date of the last authorized signature affixed below.

[Signature page follow.]

**EXHIBIT A**

Attest:

City of Sedona

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

By \_\_\_\_\_  
Sandra J. Moriarty, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert L. Pickels, Jr. City Attorney

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF YAVAPAI    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Sandra J. Moriarty, who acknowledged herself to be the City Mayor of the CITY OF SEDONA, an Arizona municipal corporation whom I know personally, and she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

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

***END OF PAGE***

**EXHIBIT A**

Verde Valley Habitat for Humanity

\_\_\_\_\_  
Executive Director

STATE OF ARIZONA )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Manager of Sedona Jazz Collective L.L.C., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

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

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**CITY COUNCIL  
AGENDA BILL**

**AB 2347  
March 13, 2018  
Regular Business**

**Agenda Item:** 8b  
**Proposed Action & Subject:** Discussion/possible direction regarding the future use of the Posse Grounds Pavilion given its first year of operation, and other potential changes to the operating plan for Posse Grounds Park.

<b>Department</b>	Parks and Recreation
<b>Time to Present</b>	10 minutes
<b>Total Time for Item</b>	45 minutes
<b>Other Council Meetings</b>	
<b>Exhibits</b>	A. Posse Ground Park Operations Plan

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 0
City Manager's Recommendation	Discuss and provide direction regarding the Posse Grounds Park Operating Plan.	<b>Amount Budgeted</b>
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

**SUMMARY STATEMENT**

As of March 2018, the Pavilion has been operational for one year. The pavilion has been operating under the rules outlined in the Posse Grounds Park Operations Plan which includes the restrictions outlined in the Conditional Use Permit (CUP2007-7) approved by the Planning and Zoning Commission. The CUP was approved in 2007 when the original pavilion design was approved but remains applicable. Staff is seeking direction on Council's goals for the facility to determine if any rules should be changed to accommodate those goals.

**Background:** A Posse Grounds Park Operations Plan was approved by City Council on 5-26-2009. In the Spring of 2015, staff organized a citizen work group which included members from the park's surrounding neighborhoods, to update the plan. A final version of the updated plan was completed in May of 2015 (Exhibit A). This plan outlines how the Park (entire Posse Grounds Park) should be operated as well as a few additional specific guidelines for operating the pavilion. Recently it has been asked if changing a few of the rules would increase rental opportunities of the facility.

Direction: What is the goal of City Council for the use of this facility?  
 What is the goal of City Council for the frequency of use of this facility?

With clear direction given on the above two questions, staff can make recommendations on changes to the operating rules (if necessary) that could better help the facility to reach those goals.

As stated, the pavilion has been operational for exactly one year. The first rental was the Sedona Mountain Bike Festival held on March 3, 4, and 5, 2017. Since that inaugural event, the Pavilion statistics are as follows:

- 43 number of days used
- 168 number of hours used
- 10 number of private events/rentals (parties, classes, weddings, lectures)
- 9 number of public events.

Because the Posse Grounds Park Operations Plan is outlined in a CUP, changes may require an amendment to the CUP. The CUP conditions state that: "*The use of Barbara Antonsen Memorial Pavilion should be limited as follows: a maximum use of 300 people; daylight use only; adherence to the City's sound control ordinance.*" Should Council wish to modify one of those conditions and continue the precedent of utilizing a CUP, it would require an amendment to the CUP, which requires reconsideration by the Planning and Zoning Commission (P&Z). Should P&Z not approve the changes, an appeal to the City Council would need to be made. At that time Council could override their decision.

If changes to the operations plan need to be made to bring the facility in-line with Council priorities, staff would like to include discussion on additional park policy that affect Posse Grounds Park in its entirety. Changes could include but not be limited to: hours of operation, hours of amplified sound, light restrictions, and alcohol restrictions.

**Community Plan Consistent:** Yes - No - Not Applicable

Chapter Six

**Parks, Recreation and Open Space Policies:**

1. Provide and support community events, festivals, and programs that offer a variety of opportunities for social interaction and contribute to a sense of community.

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

Planning and Zoning Commission- (CUP2007-7)*The use of Barbara Antonsen Memorial Pavilion should be limited as follows: a maximum use of 300 people; daylight use only; adherence to the City's sound control ordinance.*

**Alternative(s):** Keep operations as is.

**MOTION**

**I move to:** for discussion and possible direction only.



CITY OF SEDONA  
POSSE GROUNDS PARK  
OPERATIONS PLAN

The Posse Grounds Park (hereafter referred to as the “Park”) Operations Plan represents a strategy for effective day-to-day operation of the Park and the amenities included within its boundaries. It includes guidelines for the oversight of operational areas such as Event Management, Sports Use, Facility Use, Barbara Antonsen Park and Parks Maintenance.

May 1, 2015

## **I. General Guidelines**

There are general guidelines that the Parks Department follows on a daily basis. These guidelines affect more than one category of operations.

- We support an “Open Door” policy. Individuals are encouraged to meet with staff to discuss concerns, issues, and/or new ideas concerning the park.
- Staff will enforce park rules (Exhibit A). When dogs are on the athletic fields, staff will contact Animal Control via phone or email.
- Promotional/Sponsorship banners may be placed on park fences with staff permission. Banners are only allowed during the peak season for the sport and must be removed within a week of the season ending.
- Rentals will not be scheduled back to back. A minimum of a half hour cushion is placed in between smaller facility rentals. This is not set-up or take-down time. Those times must be reserved. This is to allow a user group to completely clear out before the next group arrives.
- Keys will be issued to renters as close to their reservation as possible. Keys must be returned on the next business day. Independent Contractors using our facilities will use keys provided in lock boxes.
- Even though facilities are rented on a first come, first served basis, staff will consider future programs that they know should be occurring at the park in the future, when approving/disapproving an event rental.
- Restrooms will be on timers and locked during non-park hours.
- Staff will compile a list of budgetary improvements throughout the year to be considered in their entirety during the budget process. Improvement ideas may come from, but are not limited to: the public, the Parks and Recreation Master Plan, the Sedona Community Plan or City Staff.

## **I. Facility Use**

Outdoor park amenities are available for public use without a fee on a first come first served basis during normal park hours of dawn until 10 p.m. Some amenities within the park are unlit and therefore only usable during daylight hours. Exclusive uses of all park amenities (indoor and outdoor) are available for public use with a fee and are handled through the facility rental process.

Facility rentals encompass the hourly rental of park amenities such as:

- Buildings-Teen Center, Recreation Room
- Structures- picnic ramadas
- Athletic fields- softball fields, multiuse field
- Sports areas- tennis courts, basketball court, volleyball court
- Special use areas- skate park, bike skills park, Posse Grounds Pavilion

Facility rentals are scheduled on a first come first served basis and are handled through the Parks and Recreation Department.

- Applicants must complete a Facility Rental Form (Exhibit B).
- Staff ensures no overlapping rentals are scheduled.



- All fees approved by City Council as part of the Consolidated Fee Schedule (Exhibit D) will apply to rentals.
- As part of the application process staff ensures the renter is made aware of park rules and rental rules.
- City Departments are notified when appropriate. All facility rentals involving alcohol will abide by the rules outlined in the Alcohol on City Property Permission Policy (Exhibit G). The Police Department and Code Enforcement Department will be notified.
- Rentals are added to the Shared Calendar.
- Facility inspections must be coordinated with renter before rental is approved. Premises must be left in the same or better condition than that in which they were found.

## **II. Sports User Groups**

Athletic fields are available for sports use on a first come first serve basis. Organized sports teams (school district, non-profit, and commercial) must organize ongoing practice times and game times through the Parks and Recreation Department.

- Applicants must complete a Facility Rental Form. General Liability Insurance is required when appropriate.
- Staff ensures no overlapping rentals are scheduled when possible. Limited field availability may necessitate sports groups sharing field time during practices. Responsible parties will be made aware of the situation during the rental process.
- All fees approved by City Council as part of the Consolidated Fee Schedule (Exhibit E) will apply to rentals.
- Rentals are added to the Shared Calendar and the Maintenance Department is made aware of field usage.
- Sports rentals are responsible for their own painting/chalking of fields.

Crowd noise during athletic events will be exempt from any noise code restrictions. If an amplification system is installed, a sound-limiting device will also be installed. It is understood that the system will not be used for continuous use, such as play-by-play announcements. Amplification is allowed during tournaments and opening day ceremonies for sporting events.

## **III. Event Management**

Posse Grounds Park is the only “Community” park within the City of Sedona. As such, it can provide a unique backdrop for a variety of events both public and private. The park should be made available for community events throughout the year. The number of events scheduled will be controlled so as not to interfere with annual community programs such as sports leagues or compromise the daily drop in experience of visitors.

Event organizers must submit a Letter of Intent a minimum of 60 days in advance prior to an event. Based on the scope/type of event (as determined by the Parks and Recreation Manager) the applicant will either need to complete the Special Event Facility Rental process or the Temporary Use Permit process. Major community events, which will have an anticipated public participation greater than fifty (50) people will need to complete the TUP process.

The following apply to Special Event Facility rentals regardless of if it is a temporary use permitted event.

- Staff will advise applicants that event signage including directional signs may not be placed on/or obscure and Park or traffic control signs without the permission of the Parks & Recreation Manager and/or the Chief of Police.
- Applicants sponsoring athletic/running events will be advised that the use of permanent spray paint on structures, parking lots, sidewalk or running trails is strictly prohibited.
- “No Event Parking” signs must be placed on designated neighborhood streets. These are provided free of charge to the event organizer to use the day of the event (Exhibit I).

#### Special Event Facility Rentals

- Applicants must complete a Special Event Facility Rental Form (Exhibit C).
- Parks and Recreation staff will address the appropriateness of the event for the Park venue.
  - Anticipated attendance, parking capacity
  - Noise impact: amplification and duration
  - Neighborhood impact: hours of event, duration, traffic plan
  - Facility impact: staking and continued pedestrian traffic on grass fields
  - Parking: reserved parking, overflow parking, shuttle plan
- Staff ensures no overlapping rentals are scheduled.
- All fees approved by City Council as part of the Consolidated Fee Schedule (Exhibit F) will apply to event rentals.
- As part of the application process staff ensure the event organizer is made aware of park rules and rental rules.
- City Departments are notified when appropriate. The Police Department and Code Enforcement Department will be notified.
- Rentals are added to the Shared Calendar.
- Facility inspections must be coordinated with renter before rental is approved. Premises must be left in the same or better condition than that in which they were found.

#### Temporary Use Permitted Event Rentals

- Applicants must complete a Special Event Facility Rental form in addition to a Temporary Use Permit application (Exhibit H). Temporary Use Permit applicants, must submit an application a minimum of 60 days prior to an event.

- TUP Team (Community Development, Code Enforcement, Police Department, Parks and Recreation, Fire District and County Health Department) will address the appropriateness of the event for the Park venue.
  - Anticipated attendance, parking capacity
  - Noise impact: amplification and duration
  - Neighborhood impact: hours of event, duration, traffic plan
  - Facility impact: staking and continued pedestrian traffic on grass fields
  - Parking: reserved parking, overflow parking, shuttle plan
- Code Enforcement is encouraged to be present during the set-up of the event to test sound levels.
- Staff ensures no overlapping rentals are scheduled.
- All fees approved by City Council as part of the Consolidated Fee Schedule (Exhibit F) will apply to event rentals. The TUP permit has additional fees that may apply.
- As part of the application process staff will ensure the event organizer is made aware of park rules, rental rules and TUP rules. All facility rentals involving alcohol will abide by the rules outlined in the Alcohol on City Property Permission Policy.
- Facility inspections must be coordinated with renter before rental is approved. Premises must be left in the same or better condition than that in which they were found.

#### **IV. Posse Grounds Pavilion within Barbara Antonsen Park**

As with all park amenities, the pavilion and surrounding area is open to the public and may be used on a first come, first served basis. The facility is also available to be rented on an Hourly or by the Day (event rentals) basis also prioritized on a first come, first served basis. Major community events, which will have an anticipated public participation greater than fifty (50) people will need to complete the TUP process. All rules and regulations listed above under *Temporary Use Permitted Event Rentals* will apply. Additional considerations, listed below, must be considered when renting this facility.

- Renter must provide a plan that clearly defines how they will adhere to/control the 300 person maximum of this facility. The plan will include pinpointing designated entrance and exit locations as well as security measures for maintaining maximum.
- Renters will be provided with a copy of the Posse Grounds Pavilion Supplemental (Exhibit J) during the rental process.
- Renters are not allowed to hang anything from the stage roof structure.

## **V. Parks Maintenance**

The maintenance of Posse Grounds Park and all City parks is the responsibility of the Public Works Maintenance Department. A Level of Standards Policy for City of Sedona Parks Facilities (Exhibit K) is adhered to. This document covers:

- Categories of Park Features
- Elements of Park Features
- Park Maintenance Standards
- Evaluation Forms

Any rental/use/lease contract or agreement will include provisions to reimburse the City for any maintenance efforts expended in support of the event. Variable maintenance costs shall be borne by the event sponsor. These costs include but are not limited to, trash collections and removal, restoration of all facilities to an “as found” condition and any specific maintenance needs requested by the sponsoring organization. These details are included in the Facility Rental paperwork. Any damages will be billed to the event sponsor for the cost of repairs.

## **VI. Mitigating Impact**

The Park is adjacent to residential properties and West Sedona School. As such, certain guidelines should be followed to lessen the impact that park use has on the surrounding areas.

- Amplified sound for events will be allowed from 8 a.m. to 7 p.m. April 1 through September 30 and 8 a.m. to 6 p.m. October 1 through March 31. Waivers of the time restriction will require the approval of the Parks and Recreation Manager.
- Events must be concluded in time for clean-up of event to be completed by 10 p.m.
- Parking in adjoining neighborhoods is not permitted. During large events, the event promotor will be responsible for placing a-frame “No event parking” signs in designated locations. The signs will be provided by the City at no cost to the event promoter.
- Event promoters will be asked during the permitting process to direct traffic with barriers/signage/volunteers to utilize Soldiers Pass Road.
- Ask event promoters to encourage public transportation and car-pooling in the advertising of their event.
- Have events orientate speakers away from the nearest houses whenever possible.
- A calendar of event rentals can be emailed or made available on the city website for interested parties.

## **VII. Exhibits**

Multiple exhibits are referenced in this document. Staff will keep them up to date with any changes that occur.

- Exhibit A- Park Rules, Sedona City Code Chapter 12.30 (condensed)
- Exhibit B- Facility Rental/Usage Request and Authorization Form, hourly & sports rentals
- Exhibit C- Special Event Facility Rental and Reservation Form
- Exhibit D- Consolidated Fee Schedule, Hourly Rental Fee Schedule
- Exhibit E- Consolidated Fee Schedule, Sports User Groups Rental Fee Schedule
- Exhibit F- Consolidated Fee Schedule, Events Rental Fee Schedule
- Exhibit G- Alcohol on City Property Permission Policy
- Exhibit H- Temporary Use Permit Application
- Exhibit I- No Event Parking signage & map
- Exhibit J- Posse Grounds Pavilion Supplemental (not included as of May 1, 2015)
- Exhibit K- Maintenance Specifications, Level of Standards Policy for City of Sedona Parks Facilities

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**CITY COUNCIL  
AGENDA BILL**

**AB 2345  
March 13, 2018  
Regular Business**

**Agenda Item:** 8c  
**Proposed Action & Subject:** Discussion/possible action regarding a resolution and ordinance amending the Sedona City Code, Title 2, Chapter 2.90, Section 2.90.040 relating to Fingerprint Requirements for employees.

<b>Department</b>	City Attorney's Office/Human Resources
<b>Time to Present</b>	5 Minutes
<b>Total Time for Item</b>	15 Minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Proposed Resolution B. Proposed Ordinance

City Attorney Approval	Reviewed 3/5/18 RCP	<b>Expenditure Required</b>	\$ 0
City Manager's Recommendation	Approve amendment to Sedona City Code, Title 2, Chapter 2.00, Section 2.90.040.	<b>Amount Budgeted</b>	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** In 2015, the City of Sedona passed an ordinance (Ordinance No. 2015-04) adding Section 2.90.040 to the Sedona City Code to allow the Human Resources Department to collect fingerprints of employees, contract employees, and volunteers for the purpose of retrieving criminal history information for evaluation of fitness for employment.

The way this criminal background information is retrieved is pursuant to A.R.S. § 41-1750, which requires DPS to gather fingerprints from all criminal justice agencies in the state. This information is then given to the FBI, if local ordinances are approved according to the FBI and DOJ criteria set out in Public Law 92-544, where a criminal background search is then performed for the purposes of employment.

Representatives from the Arizona Department of Public Safety have recently informed Sedona's Human Resources and the Legal Department that our most current ordinance, 2015-04, was not approved by the FBI, and therefore DPS is unable to give fingerprints we collect to the FBI for background checks. This was due to the language of the ordinance not affirmatively allowing for such retrieval of fingerprints by the FBI to do criminal background

checks for employment purposes, as well as the criteria the FBI uses to approve local ordinances changing from prior approvals.

This amendment to the Sedona City Code would harmonize our code with both state fingerprinting laws under A.R.S. § 41-1750 and the DOJ and FBI criteria under PL 92-544, allowing for the FBI to perform necessary criminal background checks on potential employees, contract employees, and volunteers as it becomes necessary for the City's Human Resources Department.

**Community Plan Consistent:** Yes - No - Not Applicable

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

**Alternative(s):**

#### **MOTION**

**I move to:** approve Resolution No. 2018-\_\_ establishing as a public record the terms of proposed amendments to the City Code, Section 2.90.040 (Fingerprint Requirements).

*(After First Reading)*

**I move to:** approve Ordinance No. 2018-\_\_ amending the Sedona City Code, Section 2.90.040 (Fingerprint Requirements); providing for a savings clause; and providing for repeal of any Ordinance or parts of Ordinances or Code provisions in conflict herewith.



**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED  
AMENDMENTS TO CITY CODE CHAPTER 2.90.040 (FINGERPRINT  
REQUIREMENTS)**

WHEREAS, a need exists to clarify the language in our city fingerprinting ordinance to ensure fingerprint samples are accessible by the Department of Public Safety and the Federal Bureau of Investigation.

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 "2018 Amendments to City Code (FINGERPRINT REQUIREMENTS)" constitute a public record to be incorporated by reference into Ordinance No. 2018-\_\_.

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 13<sup>th</sup> day of March, 2018 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

### 2018 Amendments to the City Code (FINGERPRINT REQUIREMENTS)

#### **2.90.040 Fingerprint requirements.**

The human resources department is authorized to receive, and such persons shall submit, pursuant to A.R.S. § 41-1750 and PL 92-544, fingerprints for state and federal criminal history record information for the purpose of evaluating the fitness of prospective employees, contract employees, or volunteers. The fingerprints received shall be submitted to the Arizona Department of Public Safety, and the Arizona Department of Public Safety may exchange this fingerprint data with the Federal Bureau of Investigation. [Ord. 2015-04 § 1, 4-28-2015].

**ORDINANCE NO. 2018-\_\_**

**AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE SEDONA CITY CODE, SECTION 2.90.040 (FINGERPRINT REQUIREMENTS); 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 Sedona City Code, Section 2.90.040 relating to fingerprint requirements.

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

Section 1. Amendment of Section 2.90.040 (FINGERPRINT REQUIREMENTS)

Section 2.90.040 of the Sedona City Code is hereby amended by incorporating by reference those changes set forth in that public record entitled “*2018 Amendments to the Sedona City Code (FINGERPRINT REQUIREMENTS)*” and established as a public record by Resolution No. 2018-\_\_ 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 13<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
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 2349  
March 13, 2018  
Regular Business**

**Agenda Item:** 8d  
**Proposed Action & Subject:** Discussion/possible direction regarding repurposing a vacant planner position.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	10 minutes
<b>Total Time for Item</b>	30 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>	\$ 80,000 (approximate annual salary and benefits)
City Manager's Recommendation	Provide direction to staff authorizing the creation of a sustainability coordinator repurposed from a vacant planner position.	<b>Amount Budgeted</b>	\$ 80,000 (approximate annual salary and benefits)
		Account No. (Description)	10-5310-XX-XXXX Salary & Benefits
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** This agenda bill requests authorization for the city manager to repurpose a vacant planner position to create a sustainability coordinator position using existing budget allocations.

Staff presented a decision package as part of the FY18 budget to create a sustainability coordinator position. It was not included in the city manager's FY18 recommended budget for two reasons: 1) the position included a significant fiscal impact, and 2) staff had just begun considering how to advance environmental sustainability and did not have substantial operational objectives. Since the budget proposal last year, potential sustainability program areas have become clearer. It has also become clear that the city must have a position dedicated to sustainability to honor the desired outcomes and vision in the Community Plan. A recent vacancy in a planner position created an opportunity to move in this direction without a significant fiscal impact.

Repurposing a planner position is ideal for numerous reasons:

1. Some of the most time-sensitive work in community development has been completed or is well underway (critical CFAs, LDC update, building code update).
2. A sustainability coordinator would have significant contributions to make in long range planning and project plan review, thereby augmenting some of the lost productivity of a planner.
3. A sustainability coordinator could make significant contributions to many of the types of projects that already require community development staff time (LDC update, green building codes, OHV work group, traffic and transportation planning, etc.).
4. The compensation and ancillary costs associated with the vacant planner position are adequate to cover similar costs for a sustainability coordinator.

In addition to augmenting time commitments of community development staff, a sustainability coordinator can help augment existing commitments to other sustainability programs and services, including:

1. Coordinating review and implementation of energy efficiency upgrades at city facilities
2. Planning and executing special events such as the electronic recycling and hazardous household chemicals cleanups
3. Pursuing sustainability planning (sustainable tourism and STAR communities or other planning frameworks).

In addition to contributing to programs and services already underway, a new coordinator position can advance other programs and services that staff is currently not able to develop. Potential areas for expanding programs and services include:

1. Coordinating with existing partners (KSB, Sustainability Alliance, Sedona Recycles, Red Rock Trails Fund, Friends of the Forest, etc.)
2. Reviewing, amending and executing city staff directives that promote sustainable practices (recycling, water use, utilities, energy efficiency improvements, fleet use/purchases, materials usage, etc.)
3. Educating community members and visitors about sustainable practices
4. Researching, writing, and implementing new sustainability practices (land stewardship, water conservation, waste diversion, alternative energy use, etc.)

In summary, this transition allows for a vastly better organizational structure to pursue numerous existing programs and services and will facilitate growth in similar programs and services consistent with the Community Plan and Council Priorities. From this perspective, the repurposing of a position could be viewed as wholly within the authority and discretion of the city manager. Staff is seeking confirmation from Council out of an abundance of caution and to ensure there is no misunderstanding about creating a position that was otherwise not directly funded in the budget.

Staff has collected job descriptions, analyzed compensation trends, and considered options for reporting structure. Final decisions have not been made so staff is seeking confirmation of moving this direction with the understanding that some details have not been fully established.

**Community Plan Consistent:** Yes - No - Not Applicable

The Community Plan identifies sustainability as an “inclusive” and “fundamental goal” of the entire plan. Commitment to environmental protection is one of six major outcomes in the plan and environmental stewardship is one of six major vision themes. The plan sets high expectations by suggesting that by 2020 and beyond, “Sedona has become an international

model for the successful balancing of environmental protection and human wants and needs.”

A recent citizen survey polled citizens on their support or opposition to the city investing in creating sustainability policies and programs in six defined areas (national forest stewardship, water conservation, increased use of alternative energy, increased recycling services, zero waste initiatives and higher green building/ develop standards). All six areas received significant support, ranging from 77%-92% of respondents.

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

**Alternative(s):**

**MOTION**

**I move to:** for discussion and possible direction only.

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**CITY COUNCIL  
AGENDA BILL**

**AB 2351  
March 13, 2018  
Regular Business**

**Agenda Item:** 8e  
**Proposed Action & Subject:** Discussion/possible direction regarding future uses of Proposition 202 funding.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	10 minutes
<b>Total Time for Item</b>	30 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b>
		\$ 0
City Manager's Recommendation	N/A	<b>Amount Budgeted</b>
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

**SUMMARY STATEMENT**

**Background:**

Councilor Thompson requested a discussion about designating a specific purpose for use of Prop 202 (2002) funding.

Proposition 202 authorized the governor of AZ to enter into gaming compacts with Arizona Tribes. One component of that compact is sharing revenue proceeds from gaming with local communities. The Yavapai-Apache Nation operates a casino and has been sharing proceeds with communities in the Verde Valley since 2002.

Historically, funds were distributed based on a grant application and award process. That process included an analysis of what types of projects most benefited the Yavapai-Apache Nation. The Nation has since abandoned that process and instead distributes payments equally to cities and towns in the Verde Valley to be spent however each community decides. Because the Nation was intentional about transitioning away from a project specific process to an equal distribution model, the Nation does not wish to contribute to a conversation about how the funds could or should be used.

Staff is seeking direction from Council on whether or not to designate the funds for a specific purpose and if so, what purpose.

**Community Plan Consistent:**  Yes -  No -  Not Applicable

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

**Alternative(s):**

**MOTION**

**I move to:** for discussion and possible direction only.



**CITY COUNCIL  
AGENDA BILL**

**AB 2336  
March 13, 2018  
Regular Business**

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

<b>Department</b>	Legal
<b>Time to Present</b>	10 Minutes
<b>Total Time for Item</b>	30 Minutes
<b>Other Council Meetings</b>	January 23, 2018, February 13, 2018, February 27, 2018
<b>Exhibits</b>	None

City Attorney Approval	Reviewed 3/5/18 RLP	<b>Expenditure Required</b> \$ 0 <b>Amount Budgeted</b> \$ 0 Account No. (Description) N/A Finance Approval <input checked="" type="checkbox"/>
City Manager's Recommendation	None.	

**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.

On January 23, 2018, Council agreed by majority consensus to continue to allow staff and the Mayor to weigh in on issues at the Legislature on behalf of the City through the same process established on February 11, 2014. Council will 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.