

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, MARCH 27, 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

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

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - March 6, 2018 City Council Special Meeting - Council Retreat. 
- b. Minutes - March 13, 2018 City Council Special Meeting. 
- c. Minutes - March 13, 2018 City Council Regular Meeting. 
- d. Approval of Proclamation, Welcome Home Vietnam Veterans Day, March 29, 2018. 
- e. Approval of Proclamation, Fair Housing Month, April 2018. 
- f. Approval of Proclamation, Annual Start by Believing Day, April 4, 2018. 
- g. AB 2354 Approval of a Special Event Liquor License for Rotary Club of Sedona Charitable Fund for the annual Chili Cook-Off event scheduled for Saturday, May 5, 2018 from 11:00 a.m. to 5:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ. 
- h. AB 2356 Approval of a resolution authorizing an Intergovernmental Agreement between the City of Sedona and Yavapai County for construction of the Dry Creek Road Overlay Project. 
- i. AB 2357 Approval of the use of contingency funds for cost reimbursement to Stratton Restoration, LLC for the replacement of the courtyard concrete in the amount not to exceed \$115,000. 
- j. AB 2360 Approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for the annual Food Truck Festival scheduled for Saturday, April 14, 2018 from 9:00 a.m. to 8:00 p.m. located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ. 

4. APPOINTMENTS - None.

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


6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

- a. Presentation of Proclamation, Welcome Home Vietnam Veterans Day, March 29, 2018.
- b. Presentation of Proclamation, Annual Start by Believing Day, April 4, 2018.



8. REGULAR BUSINESS

- a. AB 2343 Presentation/discussion regarding a general countywide update from Yavapai College. 

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

- b. AB 2355 **Discussion/possible action** regarding the approval of award of a professional services contract for the Uptown Roadway Improvements Project to Kimley-Horn and Associates, Inc. in an amount not to exceed \$367,868, and a general update of the Sedona in Motion transportation program. 
- c. AB 2336 **Discussion/possible action** regarding proposed state legislation and its potential impact on the City of Sedona. 
- d. **Reports/discussion** on Council assignments.
- e. **Discussion/possible action** on future meeting/agenda items.

9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

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

10. ADJOURNMENT

Posted: _____

By: _____

 Susan L. Irvine, CMC
 City Clerk

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

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

**CITY COUNCIL CHAMBERS
 102 ROADRUNNER DRIVE, SEDONA, AZ**

**Action Minutes
Special City Council Retreat
Courtyard Marriott Sedona,
4105 West State Route 89A, Sedona, Arizona
Tuesday, March 6, 2018 9:00 a.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 9:00 a.m.

2. Roll Call

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

Staff in attendance: City Manager Justin Clifton, City Attorney Robert Pickels, Jr.

3. Special Business

- a. Presentation/participation/discussion in exercises with outside consultant, Heather Spicer McMurray, including but not limited to the following:**
- i. Introductions & expectations setting**
 - ii. Perspective on roles & decision making**
 - iii. Lunch**
 - iv. Review current processes & protocols and identify possible changes**
 - v. Wrap-up**

Presentation by outside consultant Heather Spicer McMurray.

Participation, questions, and comments from Council.

Presentations and discussion only. No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:05 p.m.

I certify that the above are the true and correct actions of the Special City Council Retreat held on March 6, 2018.

Susan L. Irvine, CMC, City Clerk

Date

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**Action Minutes
Special City Council Meeting
Executive Session
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, March 13, 2018, 3:30 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 3:30 p.m.

2. Roll Call

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

Staff in attendance: City Attorney Robert Pickels, Jr., Deputy City Clerk Valerie Webber, City Clerk Susan Irvine.

3. Executive Session

Motion: Councilor Currivan moved to enter into Executive Session at 3:30 p.m. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

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. **Discussion regarding the applications for appointment to the vacant City Council seat created by the resignation of Joe Vernier. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).**
- b. **Return to open session. Discussion/possible action on executive session items.**

No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 4:07 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on March 13, 2018.

Susan L. Irvine, CMC, City Clerk

Date

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Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, March 13, 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, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Associate City Attorney Rob Pollock, Chief of Police David McGill, Director of Community Development Audree Juhlin, Associate Engineer Bob Welch, Parks & Recreation Manager Rachel Murdoch, Human Resources Manager Brenda Tammarine, Arts and Culture Coordinator Nancy Lattanzi, Deputy City Clerk Valerie Webber, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

A video of the City's Vision was played.

Nancy Lattanzi introduced Adele Seronde, a local artist, author, poet, social activist, and visionary. She spoke about her life and artistic history. Ms. Seronde introduced friends and neighbors that were present and thanked Council for all their support for the film festival, art center, and artists as individuals. She expressed the importance of children learning art and bringing their talents to future generations.

3. Consent Items

- 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.**

Item 3d was pulled at the request of Vice Mayor Martinez.

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

Pulled Consent Items:

3d - AB 2350 Authorization to engage a short-term rental monitoring service.

Questions from Council. Questions answered by Justin Clifton.

Motion: Vice Mayor Martinez moved to authorize staff to engage a short-term rental monitoring service. Seconded by Councilor Jablow. 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

Councilor Jablow advised that the St. Patrick's Day Parade is on March 17th at 10:30 a.m. in Uptown and encouraged everyone to attend. Mayor Moriarty stated that the Welcome Home Vietnam Veterans Day event will be held on March 31st in Camp Verde.

6. Public Forum

Michael Johnson, Sedona, spoke about the City Council vacancy and stated that he felt Jessica Williamson was not the right person for the position as she was not elected the last time she ran and did not approve of people opposing the one-hauler model during the trash discussion.

Michael Ward, Sedona, spoke about State Trust Lands in lieu of federal lands regarding the acquisition of lands to recompense the Arizona State Land Trust for 150,000 acres. Senator McCain has asked the Land Trust to identify public lands the state would be interested in exchanging for the 150,000 acres owed to the Hopi tribe.

7. Proclamations, Recognitions, and 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.**

Presentation by Justin Clifton and Tania Simms, Executive Director of Verde Valley Habitat for Humanity, and Robert Pickels, Jr.

Questions from Council.

Opened to the public at 5:45 p.m.

The following spoke on this item: Linda Martinez, Sedona, Tania Simms, Cottonwood, Executive Director of Verde Valley Habitat for Humanity, and Jennifer Wesselhoff, Sedona, President/CEO of the Sedona Chamber of Commerce and Tourism Bureau.

Brought back to Council at 5:51 p.m.

Comments from Council.

Motion: Councilor Jablow moved to approve Resolution 2018-06 authorizing 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. Seconded by Councilor Thompson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

Break at 5:56 p.m. Reconvened at 6:17 p.m.

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.

Presentation by Rachel Murdoch, Justin Clifton, and Robert Pickels, Jr.

Questions from Council.

Opened to the public at 6:40 p.m.

The following spoke on this item: Dylan Jung, Sedona, Gumption Fest Founder, Michael Ranney, Director of Sedona MTB Festival, Jason Vargo, Sedona, City Sound Technician, Joe Lee Frank, Sedona, John Moran, Sedona, Madeleine O'Callaghan, Sedona, President Friends of Posse Grounds Park, Kathy Shriver, Sedona, Jennifer Wesselhoff, Sedona, President/CEO of the Sedona Chamber of Commerce and Tourism Bureau, and Rick Wesselhoff, Rotary Club of Sedona Red Rocks.

Brought back to Council at 7:00 p.m.

Comments from Council.

By majority consensus, Council directed staff to look at ways to increase the use of the park including the following areas: operating hours to allow for evening hours, increasing the capacity limit, lighting for safety, fee structure, parking, and alcohol use.

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.

Presentation by Rob Pollock and Brenda Tammarine.

Questions and comments from Council.

Motion: Councilor Jablow moved to approve Resolution No. 2018-07 establishing as a public record the terms of proposed amendments to the City Code, Section 2.90.040 (Fingerprint Requirements). Seconded by Councilor Lamkin. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

Motion: After first reading, Councilor Jablow moved to approve Ordinance No. 2018-04 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. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

d. AB 2349 Discussion/possible action regarding repurposing a vacant planner position.

Presentation by Justin Clifton.

Questions and comments from Council.

By majority consensus, Council directed staff to proceed as proposed and repurpose the vacant planner position to create a sustainability coordinator position.

e. AB 2351 Discussion/possible direction regarding future uses of Proposition 202 funding.

Presentation by Justin Clifton and Councilor Thompson.

Questions and comments from Council.

By majority consensus, Council directed staff to come up with a specific purpose for the funding that can be reported on at the time it is received and to focus on something related to sustainability.

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

Presentation by Robert Pickels, Jr. and Rob Pollock.

Questions and comments from Council.

Presentation and discussion only. No action taken.

g. Reports/discussion on Council assignments

Councilor Lamkin met with Sedona Recycles and they are looking into buying a new truck and trying to figure out how to pay for it with declining revenues due to lower return on cardboard and other recyclables.

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

Susan Irvine inquired as to Council availability at 1:00 p.m. on Wednesday, March 28th, for interviews for the Council vacancy and Council advised they could make it.

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 8:26 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on March 13, 2018.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Sheila Stubler
Contact Phone Number	(928) 567-3275
Contact Mailing Address	Fort Verde State Historic Park, PO Box 397, Camp Verde
Contact Email Address	sstubler@azstateparks.gov
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	The Welcome Home Vietnam Veterans Day Celebration.
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Mayor Moriarty Vice Mayor Martinez
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	3/29/18
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Ed Uzumeckis Terrie Frankel Raymond Ojeda

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

Welcome Home Vietnam Veterans Day (WHVVD) will be held at Fort Verde State Historic Park. This year Camp Verde is the host of this important event.

This is the 7th event. The WHVVD celebration started in Sedona in 2012 and has since rotated throughout the communities of the Verde Valley.

The goal from the start has been to recognize and welcome home those brave men and women who sacrificed so much during the Vietnam War yet returned home to less than a hero's welcome.

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

The City of Sedona was instrumental in organizing this event as an expression of continuing support for our local veterans, especially those who served during the Vietnam War and returned to a hostile reception from many of the citizens of this country. This proclamation is consistent with the establishment of the Sedona Veterans Park, the hosting of a Veterans Service Officer, and the City's expression of acknowledgement and support for our Military Veterans.

The proclamation will be on display during the event at Fort Verde State Historic Park.

There will be food refreshments, and a ceremony at Fort Verde State Historic Park on March 31st beginning at 11:00 a.m.

Camp Verde has issued press releases and other advertising materials.

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

*Office of the Mayor
City of Sedona, Arizona*



Proclamation

“Welcome Home Vietnam Veterans Day” March 29, 2018

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

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

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

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

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

WHEREAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded; and

WHEREAS, in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam; and

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

WHEREAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for policy decisions made by 4 presidential administrations in the United States.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim March 29, 2018 as “Welcome Home Vietnam Veterans Day” in Sedona, Arizona, and call upon all citizens to honor and recognize the contributions of veterans who served in the United States Armed Forces in Vietnam during war and during peace, and to encourage the people of Sedona to observe “Welcome Home Vietnam Veterans Day” with appropriate ceremonies and activities that a. provide the appreciation Vietnam War Veterans deserve – but did not receive upon returning home from the war; b. demonstrate the resolve that never again shall the Nation disregard and denigrate a generation of veterans; c. promote awareness of the faithful service and contributions of such veterans during their military service as well as to the communities since returning home; d. promote awareness of the importance of entire communities empowering veterans and the families of veterans to readjust to civilian life after military service; and e. promote opportunities for such veterans to assist younger veterans returning from the wars in Iraq and Afghanistan in rehabilitation from wounds, both seen and unseen, and to support the reintegration of younger veterans into civilian life.

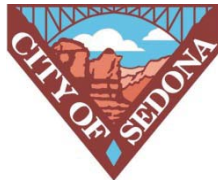
Issued this 27th day of March, 2018.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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City of Sedona Proclamation Request Form

Full Name of Contact Person	Audree Juhlin
Contact Phone Number	928-204-7107
Contact Mailing Address	102 Roadrunner Drive
Contact Email Address	AJuhlin@SedonaAZ.gov
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	City of Sedona
Website Address (if applicable)	www.SedonaAZ.gov
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Justin Clifton
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	April 2018
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

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

The City of Sedona is required to annually declare April as Fair Housing Month as part of the Community Development Block Grant (CDBG) program.

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

This promotes that Sedona is a fair housing community and is committed to fair housing for all its citizens.

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

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
Fair Housing Month
April 2018**

WHEREAS, the National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do proclaim April as Fair Housing Month in Sedona and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

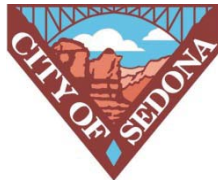
Issued this 27th day of March, 2018.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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City of Sedona Proclamation Request Form

Full Name of Contact Person	Chief of Police David McGill
Contact Phone Number	928-204-7172
Contact Mailing Address	100 Roadrunner Drive
Contact Email Address	dmcgill@sedonaaz.gov
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Annual Start by Believing Day
Website Address (if applicable)	startbybelieving.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Justin Clifton
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Wednesday, April 4, 2018
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Jerald Monahan, Law Enforcement Liaison, End Violence Against Women International Chief of Police, Yavapai College 928-830-1210 jerald@evawintl.org If they do not make the Council meeting, Chief McGill will accept on their behalf.

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

The Arizona Senate declared the State of Arizona to be a "Start by Believing State" in connection with the global Start by Believing Day on Wednesday, April 4, 2018. The State issued a proclamation in recognition of the Start by Believing Campaign. This proclamation becomes even more significant when understanding that April is Sexual Assault Awareness Month.

This campaign focuses on the public response to sexual violence, because a friend or family is usually the first person the victim confides in after an assault. Knowing how to respond is critical. The goal of this campaign is to inform the public and supporters how to take this issue seriously and improve on the reactions.

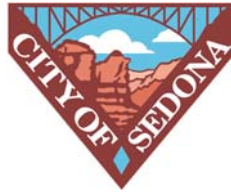
Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City's vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around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

Knowing how to respond is critical - a negative response can worsen the trauma and foster an environment where perpetrators face zero consequences for their crimes.

Because rapists often re-offend, one failed response can equal additional victims. Start by Believing will lead the way toward stopping this cycle, by creating a positive community response, informing the public, uniting allies and supporters, and improving our personal reactions. The goal is to change the world and outcomes for victims, one response at a time.

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

*Office of the Mayor
City of Sedona, Arizona*



Proclamation
Annual Start by Believing Day
April 4, 2018

WHEREAS, the City of Sedona shares a critical concern for the victims of sexual violence and a desire to support the needs for justice and healing; and

WHEREAS, the month of April is the Sexual Assault Awareness Month; and

WHEREAS, the Arizona Department of Public Safety reported that in 2016, there were 3,004 reports of rape or attempted rape, which is eight sexual assaults per day; and

WHEREAS, according to the U.S. Department of Justice, only 40 percent of sexual assaults will be reported to law enforcement, and less than 5 percent will result in the conviction and incarceration of the perpetrator; and

WHEREAS, research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and

WHEREAS, the Start by Believing public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system.

NOW THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim the first Wednesday of April each year to be **Start by Believing Day** throughout the City of Sedona.

Issued this 27th day of March, 2018.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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**CITY COUNCIL
AGENDA BILL**

**AB 2354
March 27, 2018
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of a Special Event Liquor License for Rotary Club of Sedona Charitable Fund for the annual Chili Cook-Off event scheduled for Saturday, May 5, 2018 from 11:00 a.m. to 5:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

Department City Clerk
Time to Present N/A
Total Time for Item
Other Council Meetings N/A
Exhibits Special event Liquor License Application is available for review in the City Clerk’s office.

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required
		\$ 0
City Manager’s Recommendation	Approve a Special Event Liquor License for the Rotary Chili Cook-Off.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona’s governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A].

Rotary Club of Sedona Charitable Fund has submitted an application for a Special Event License for the annual Chili Cook-Off event scheduled for Saturday, May 5, 2018 from 11:00 a.m. to 5:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

A Special Event Liquor License is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. The applicant for a special event license must request a special event application from the State and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval. If the application is approved by the local authority, and the event meets the requirements for

granting the license, the director will issue a special event license to the qualifying organization. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Community Development, Finance, Parks and Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections were noted.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Deny approval of a Special Event Liquor License for Rotary Club of Sedona Charitable Fund for the annual Chili Cook-Off event scheduled for Saturday, May 5, 2018 from 11:00 a.m. to 5:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

MOTION

I move to: approve the Special Event Liquor License for Rotary Club of Sedona Charitable Fund for the annual Chili Cook-Off event scheduled for Saturday, May 5, 2018 from 11:00 a.m. to 5:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2356
March 27, 2018
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of a resolution authorizing an Intergovernmental Agreement between the City of Sedona and Yavapai County for construction of the Dry Creek Road Overlay Project.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	March 22, 2016
Exhibits:	A. Sedona Segment Map B. Yavapai County Segment Map C. Resolution D. IGA

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required
		\$ 388,224
City Manager's Recommendation	Approve an IGA with Yavapai County for the Dry Creek Overlay Project.	Amount Budgeted
		\$ 425,000
		Account No. 22-5320-89-6838 (Description) Dry Creek Road Overlay
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: At the March 22, 2016 Council meeting, an IGA was approved that allowed Yavapai County and the City of Sedona to conduct a joint project on Boynton Pass and Dry Creek Roads. The project is primarily funded through the Surface Transportation Program (STP) and administered through the Northern Arizona Council of Governments (NACOG). The initial IGA addressed design costs and project management responsibilities. This benefitted the City and County by saving cost on the design and ADOT review fees.

The project consists of a mill and overlay of 3.43 miles of roadways serving both the 0.83-mile City portion and the 2.60-mile County portion. This proposed IGA specifically addresses responsibilities and costs related to the construction of the project. The federal funds distributed through NACOG for construction will be exchanged for state funding through the State's HURF exchange program. This reduced the City's estimated contribution from approximately \$425,000 to \$388,224. The City's \$15,000 contribution towards the ADOT project management design review fees will also be reimbursed.

This IGA is expected to be approved by the Yavapai County Board of Supervisors at their regular meeting on April 4, 2018.

Community Plan Compliant: Yes - No - Not Applicable

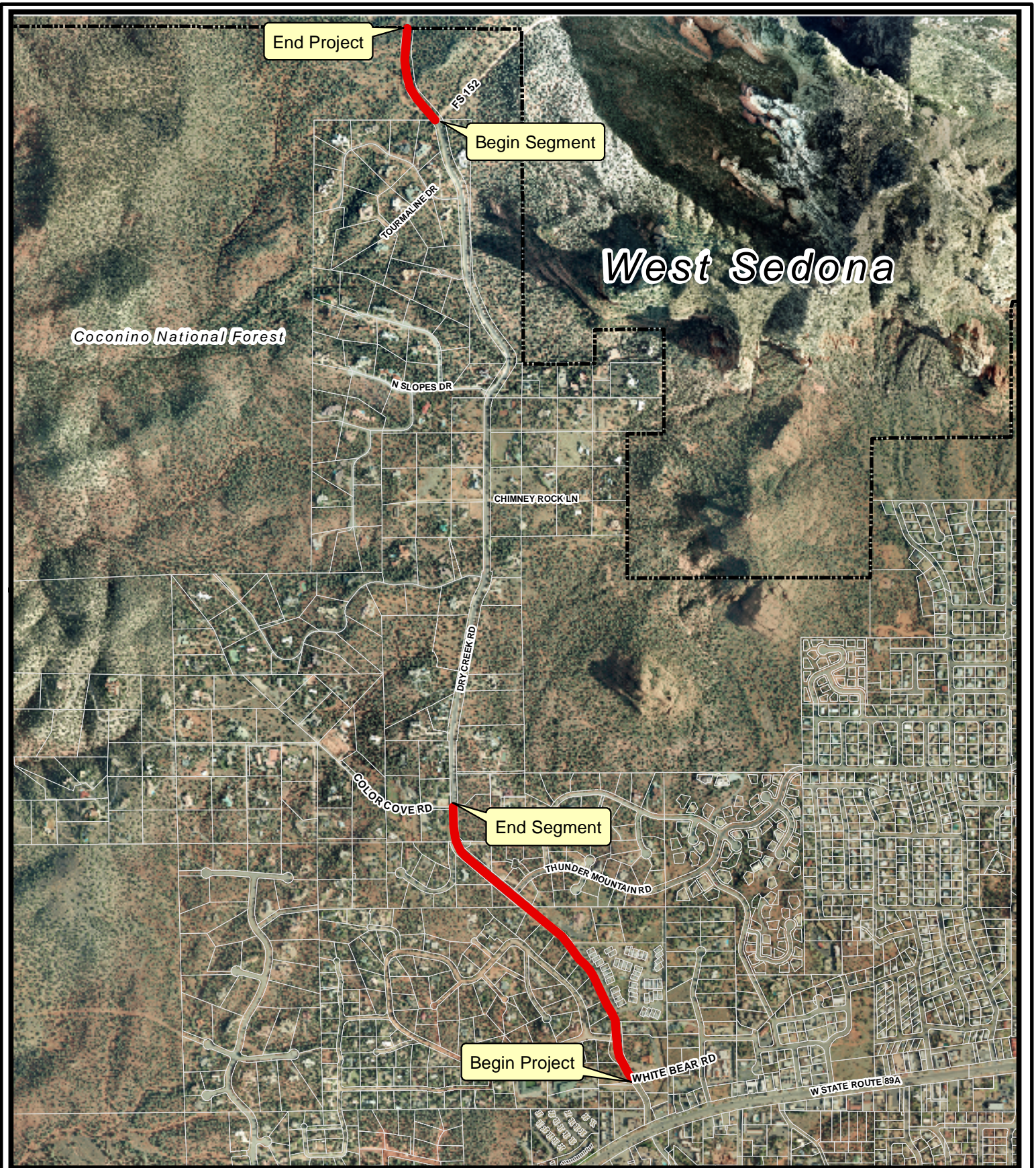
Chapter 4 of the Community Plan addresses circulation. One of the six major goals of this chapter is to provide for safe and smooth flow of traffic, which can help be accomplished through pavement preservation and road rehabilitation.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving this resolution would increase the City's direct cost and would require additional staff time for contractor procurement and project management.



MOTION

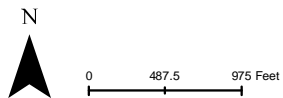
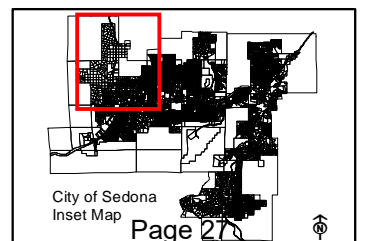
I move to: approve Resolution No. 2018-__ authorizing the execution of an Intergovernmental Agreement between the City of Sedona and Yavapai County for construction of the Dry Creek Road Overlay Project.



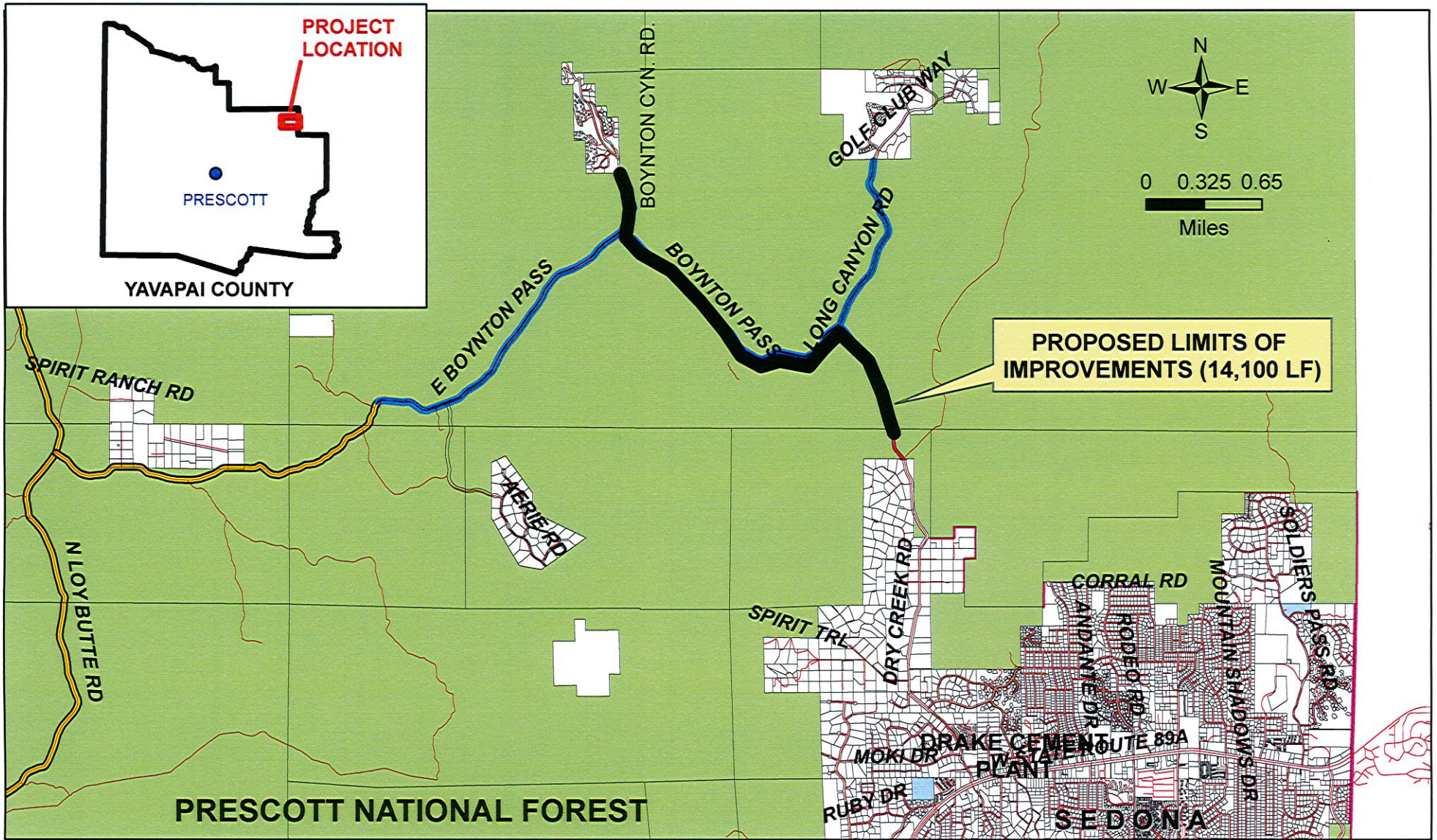
**City of Sedona
Project Location Map - Dry Creek Road Overlay Project**

The project includes pavement overlay and shoulder widening.
The project will be between White Bear Road and Color Cove Road
and between Forest Service Road 152 and the city limits.

-  Project Area
-  City Limits Boundary



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
GIS, City of Sedona, January 2, 2013
g:\projects\pw\staf\andydickey\drycreekoverlaygrant\mxd\drycreekoverlayproject.mxd



Legend

Parcels	ARIZONA GAME AND FISH	KAIBAB NATIONAL FOREST
Road Centerlines	ARIZONA STATE PARKS	NATIONAL MONUMENT
Paved Maintained	BUREAU OF LAND MANAGEMENT	PRESCOTT NATIONAL FOREST
Unpaved Maintained	BUREAU OF RECLAMATION	STATE OF ARIZONA LAND
	COCONINO NATIONAL FOREST	TONTO NATIONAL FOREST

NACOG REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

DRY CREEK RD., BOYNTON PASS RD., & BOYNTON CANYON RD. PAVEMENT REHABILITATION

RESOLUTION NO. 2018-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY IDENTIFYING CONSTRUCTION RESPONSIBILITIES FOR THE DRY CREEK ROAD OVERLAY PROJECT; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Sedona ("City") and Yavapai County, a political subdivision of the State ("County"), have prepared an Intergovernmental Agreement identifying each agency's responsibilities for construction of the Dry Creek Road Overlay Project; and

WHEREAS, the City and County are mutually agreeable to entering into an agreement and desire to partner in the repaving of 3.43 miles of Boynton Pass and Dry Creek Roads; and

WHEREAS, the City has reviewed the terms of the Intergovernmental Agreement and determined that it is in the proper form required by A.R.S. §§ 11-951 and 11-952.

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 Yavapai County to provide project management for the Dry Creek Road Overlay Project, and the Mayor is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 27th 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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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SEDONA AND YAVAPAI COUNTY FOR CONSTRUCTION OF
A PROJECT FOR BOYNTON PASS AND DRY CREEK ROADS**

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the CITY OF SEDONA, a municipal corporation of Arizona (hereafter “City”), and YAVAPAI COUNTY, a political subdivision of the State of Arizona (hereafter the “County”), for construction of the Boynton Pass and Dry Creek Roads Overlay Project, subject to the terms, conditions and recitals set forth as follows:

WHEREAS, A.R.S. §§ 11-951 and 11-952 authorize “public agencies” such as the City and the County to enter into such intergovernmental agreements; and

WHEREAS, the City is authorized by A.R.S. § 9-276 to construct and improve roadways; and

WHEREAS, the County is authorized by A.R.S. § 11-251(4) to construct and improve roadways; and

WHEREAS, the City and the County are collectively referred to as “Parties” in this Agreement; and

WHEREAS, the STATE of ARIZONA (“State”) and THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (“NACOG”) are included herein by reference but are not Parties to this Agreement; and

WHEREAS, Boynton Pass and Dry Creek Roads exist within City and County jurisdictions and serve the interests of each of the parties; and

WHEREAS, the City and County are mutually agreeable to entering into an agreement and desire to partner in the repaving of 3.43 miles of Boynton Pass, Boynton Canyon Road and Dry Creek Road as depicted on attached Exhibits “A” and “B” known as the “Project”; and

WHEREAS, the City and County have developed with Woodson Engineering a set of engineering design plans for the Project specified in this Agreement; and

WHEREAS, the City and County both agree to go forward with construction of the said Project; and

WHEREAS, the parties desire to continue their past cooperation in matters of mutual interest affecting both City and County residents:

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, it is hereby agreed as follows:

SECTION 1. The County will:

1. Advertise, bid, award and administer contracts for construction of the repaving of Boynton Pass, Boynton Canyon Road and Dry Creek Road.
2. Coordinate all administrative efforts with NACOG and the Arizona Department of Transportation with regard to the use of the Highway User Revenue Fund Exchange Program for exchanging City of Sedona and Yavapai County Federal Surface Transportation Program (STP) funds.
3. Contribute to the project the County share of Eastern Yavapai NACOG funds for fiscal year 2018 as identified in the NACOG Transportation Improvement Plan (TIP), including any matching funds for the construction costs.
4. Hold weekly construction progress meetings throughout the construction of the project.
5. Contact ADOT for reimbursement of the remaining \$30,000 project management design review fees previously shared by Yavapai County and City of Sedona at \$15,000 each. The remaining balance will be reimbursed to the City at its proportionate share (50%).
6. Assist the City with quantity tracking and determination of actual final quantities for respective bid items within the City and County project limits.
7. Provide inspectors to insure construction quality and efforts are performed to the County's required standards.
8. Hire a qualified materials testing firm to perform acceptance testing for the project and contribute its proportionate share (70%) of the quality control acceptance testing.
9. Invoice the City for its proportionate share (30%) of the quality control acceptance testing.
10. Be responsible for the costs associated with the identified actual final quantities that reside within the project limits including all materials, labor, and equipment. Project costs associated with agreed upon actual final quantities, within the City's maintenance, will be invoiced to the City at the completion of the project.
11. Be responsible for the costs incurred for any quantity overages determined to be above project estimates. Overage costs identified within the City maintenance limits, will be invoiced to the City at the completion of the project.
12. Upon project completion own and maintain the County portion of the project in accordance with County standards.

SECTION 2. The City will:

1. Participate in the procurement process of construction services for the project.
2. Support the County in coordination efforts with NACOG and the Arizona Department of Transportation with regard to the use of the Highway User Revenue Fund Exchange Program.
3. Contribute to the project the City share of Eastern Yavapai NACOG funds for fiscal year 2018 as identified in the NACOG Transportation Improvement Plan (TIP), including any matching funds for the construction costs.
4. Participate in and provide a location for weekly construction meetings, review construction documents, and provide comments for the completion of the construction.
5. Assist the County with quantity tracking and determination of actual final quantities for respective bid items within the City and County project limits.
6. Provide inspectors to insure construction quality and efforts are performed to the City's required standards.
7. Reimburse the County within 45 days of receipt of invoice for the City's portion (30%) of the quality control acceptance testing.
8. Reimburse the County within 45 days of receipt of invoice at the completion of the project for the agreed upon actual final quantities for project construction including all materials, labor, and equipment within the City maintenance limits.
9. Reimburse the County within 45 days of receipt of invoice for the costs incurred for any quantity overages determined to be above project estimates and reside within the City's maintenance limits.
10. Upon project completion, own and maintain the City portion of the project in accordance with City standards.

SECTION 3: COSTS. The federal funds distributed through NACOG will be exchanged for state funding through the State’s HURF exchange program. The exchanged funds will be used for the construction of the Project. The exchanged state funding allocated to this project is:

Construction

Federal Funds (94.9% OA Rate)

County	\$743,314
<u>City</u>	<u>\$371,657</u>
	\$1,114,971

State Funds (90.0% HX Rate)

County	\$706,892
<u>City</u>	<u>\$353,446</u>
	\$1,060,338

Local Additional Funding

County	\$341,070
<u>City</u>	<u>\$34,778</u>
	\$375,848

Total Estimated County Funds	\$1,047,962
Total Estimated City Funds	\$388,224
Total Estimated Project Cost	\$1,436,186

SECTION 4: NOTICES. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Sedona: City of Sedona
c/o J. Andy Dickey, P.E.
Public Works Department
102 Roadrunner Drive
Sedona, Arizona 86336

Yavapai County: Yavapai County Public Works
c/o Daniel A. Cherry, P.E., CFM
1100 Commerce Drive
Prescott, Arizona 86305

SECTION 5: CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the County further elects to recoup any fee or commission paid or due to any person significantly involved in initiating,

negotiating, securing, drafting or creating this Agreement on behalf of the County from any other party to the Agreement arising as a result of this Agreement.

IMMIGRATION LAW COMPLIANCE. Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach of the contract, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

SECTION 6: INDEMNIFY AND HOLD HARMLESS. The City of Sedona hereby agrees to indemnify and hold harmless the County, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the City of Sedona’s participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or its agents. The City further releases and discharges the County, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the County, from any and all claims which the City has or may have against the County, its agents or employees, arising out of or in any way connected with The City’s activities as set forth in this Agreement.

The County (hereinafter “County”) hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of County’s participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or its agents. The County further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of The City, from any and all claims which County has or may have against the City, its agents or employees, arising out of or in any way connected with the County’s activities as set forth in this Agreement.

SECTION 7: NOT A JOINT VENTURE. This agreement is not intended to be and shall not be construed to create a joint venture, partnership or other relationship between the parties, or any one party and the employees of the other party. Neither party shall be responsible for any debt or obligation of the other party.

SECTION 8: WAIVER. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or

modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

SECTION 9: WAIVER OF JURY TRIAL AND ATTORNEYS' FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, or state or federal court rule, or state or federal common law.

SECTION 10: RESULT OF NEGOTIATIONS. This Agreement is the result of negotiations by and between the parties. The Agreement has been reviewed by Yavapai County Attorney and by the Sedona City Attorney. Therefore, any ambiguity in this agreement is not to be construed against either party.

SECTION 11: INSURANCE.

A. The City of Sedona shall carry sufficient insurance to cover the activities outlined in this Agreement, and shall hold the County harmless and indemnify the County from any and all liability which may result from the negligent acts or omissions of the City's employees or agents.

B. The County shall carry sufficient insurance to cover the activities outlined in this Agreement, and shall hold the City harmless and indemnify the City from any and all liability which may result from the negligent acts or omissions of the County's employees or agents.

SECTION 12: DESIGNATED REPRESENTATIVES. Both parties hereto agree that they will designate at all times at least one staff member to be a liaison of that agency in carrying out the provisions of this agreement, for purposes of notice, scheduling, etc. Initially, the designated staff persons are:

For the City: J. Andy Dickey, PE
City Engineer
Public Works Department
102 Roadrunner Drive, Sedona AZ 86336
Phone: (928) 204-7111

For the County: Daniel A. Cherry, P.E., CFM
County Engineer
1100 Commerce Drive
Prescott, AZ 86305
(928) 771-3183

SECTION 13: TERM OF AGREEMENT. This Agreement shall remain in full force and effect until December 31, 2018 or such time that the "Project" is complete and approved by the COUNTY. Either party may terminate this Agreement with one year's written notice to the other. Should the NACOG STP construction funds not be available either Party may terminate this Agreement upon issuance of written notice of termination.

SECTION 14: ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

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

CITY OF SEDONA

YAVAPAI COUNTY

Sandra J. Moriarty
Mayor

Rowle P. Simmons
Chairman of the Board, Yavapai County

ATTEST:

ATTEST:

Susan L. Irvine
City Clerk

Kim Kapin:
Clerk, Yavapai County Board of Supervisors

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Sedona, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Sedona.

Robert L. Pickels Jr., City Attorney

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Yavapai County, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Yavapai County.

Martin Brennan, Deputy County Attorney

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**CITY COUNCIL
AGENDA BILL**

**AB 2357
March 27, 2018
Consent Items**

Agenda Item: 3i
Proposed Action & Subject: Approval of the use of contingency funds for cost reimbursement to Stratton Restoration, LLC for the replacement of the courtyard concrete in the amount not to exceed \$115,000.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Invoice

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required	
			\$ 115,000
City Manager's Recommendation	Approve the use of contingency funds to pay Stratton Restoration, LLC for work replacing the courtyard concrete.	Amount Budgeted	
			\$ 250,000
		Account No. (Description)	10-5246-01-6761 Contingency
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On June 3, 2017, a waterline ruptured in the courtyard of the City Hall campus. This resulted in damage to the courtyard concrete and damage to the HR/Finance and Community Development buildings. The total damage of the loss was approximately \$416,015.

Restoration work began in September 2017 and was complete in November 2017. The cost of the building and business personal property losses were covered by the City's policy with the Arizona Risk Retention Pool insurance (AMRRP) and totaled approximately \$278,188, less the City's \$5,000 deductible to AMRRP. The courtyard concrete work was determined to be excluded from coverage under the City's policy. In spite of the coverage exclusion, the work needed to occur as the courtyard concrete had been damaged.

In June 2017, staff advertised the courtyard concrete work for bid prior to the work being contracted between Stratton Restoration, LLC (Stratton) and AMRRP. On June 15, 2017, a single bid was received from Tiffany Construction Company in the amount of \$175,852, this was not awarded. The work was subsequently coordinated with Stratton by AMRRP during the time that AMRRP was obtaining a coverage opinion from legal counsel which ultimately

resulted in a determination of exclusion for the courtyard concrete restoration. The actual cost of the repair was approximately \$117,297.

There is a discrepancy in the specifications for the project as to whether 6” or 4” concrete should have been used for the courtyard restoration. Additionally, a minor portion of the project remains incomplete and subject to further action by Stratton. Accordingly, the City is negotiating a resolution of the final costs with both Stratton and AMRRP. We are confident that any final resolution will result in a cost to the City at or below \$115,000.

Because this was an unscheduled need, staff is requesting approval for use of contingency funds to cover the cost of the courtyard concrete restoration work.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Due to the work being complete, there are no other alternatives.

MOTION

I move to: approve the use of contingency funds for cost reimbursement to Stratton Restoration, LLC for the replacement of the courtyard concrete in the amount not-to-exceed \$115,000, subject to final negotiated amount with the Arizona Risk Retention Pool by the City Manager and City Attorney.



Invoice

2918 S. Alma School Rd.
 Mesa AZ 85210
 ROC KB-1 245649
 ROC A-304654

Date	Invoice #
1/5/2018	42427

BILL TO
CITY OF SEDONA 102 ROAD RUNNER DR SEDONA, AZ 86336

SHIP TO
COURTYARD REPAIRS ONLY 4 SLAB

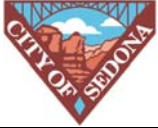
MIT	PM	TERMS	REP	RB
	TS	Due on receipt	TS	

DESCRIPTION	AMOUNT
CONCRETE & ASPHALT	44,412.06
DEMOLITION	16,813.24
ELECTRICAL	6,333.70
EXCAVATION	3,428.40
LIGHT FIXTURES	498.42
PLUMBING	1,282.02
PAINTING	812.96
MATERIAL	617.70
OVERHEAD AND PROFIT	14,839.72
1. Epoxy crack and joint filler - to be completed when weather is permitting	-3,759.97

PHONE	FAX
480-892-1009	480-892-5226

Total	\$85,278.25
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**CITY COUNCIL
AGENDA BILL**

**AB 2360
March 27, 2018
Consent Items**

Agenda Item: 3j
Proposed Action & Subject: Approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for the annual Food Truck Festival scheduled for Saturday, April 14, 2018 from 9:00 a.m. to 8:00 p.m. located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Special event Liquor License Application is available for review in the City Clerk’s office.

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required
		\$ 0
City Manager’s Recommendation	Approve a Special Event Liquor License for Rotary for the annual Food Truck Festival.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona’s governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A].

Rotary Club of Sedona Red Rocks has submitted an application for a Special Event License for the annual Food Truck Festival scheduled for Saturday, April 14, 2018 from 9:00 a.m. to 8:00 p.m. located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

A Special Event Liquor License is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. The applicant for a special event license must request a special event application from the State and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval. If the application is approved by the local authority, and the event meets the requirements for

granting the license, the director will issue a special event license to the qualifying organization. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Community Development, Finance, Parks and Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections were noted.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Deny approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for the annual Food Truck Festival scheduled for Saturday, April 14, 2018 from 9:00 a.m. to 8:00 p.m. located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.

MOTION

I move to: approve the Special Event Liquor License for Rotary Club of Sedona Red Rocks for the annual Food Truck Festival scheduled for Saturday, April 14, 2018 from 9:00 a.m. to 8:00 p.m. located at Posse Grounds Park, 525 Posse Grounds Road, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2343
March 27, 2018
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Presentation/discussion regarding a general countywide update from Yavapai College.

Department	City Council
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	N/A
Exhibits	None

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required \$ 0
City Manager's Recommendation	For presentation and discussion only.	
		Amount Budgeted \$ 0
		Account No. (Description) N/A
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City has had longstanding conversations with Yavapai College concerning services offered in Sedona and throughout the Verde Valley. Dr. Penny Wills from Yavapai College will be present to give a countywide update on the College.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None.

MOTION

I move to: presentation and discussion only. No action required.

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**CITY COUNCIL
AGENDA BILL**

**AB 2355
March 27, 2018
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding the approval of award of a professional services contract for the Uptown Roadway Improvements Project to Kimley-Horn and Associates, Inc. in an amount not to exceed \$367,868, and a general update of the Sedona in Motion transportation program.

Department	Public Works Department
Time to Present	15 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. Contract B. Public outreach slide

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required
		\$ 367,868
City Manager's Recommendation	Approve the award of design contract for uptown roadway improvements with Kimley-Horn.	Amount Budgeted
		\$ 432,000 (Design)
		Account No. 22-5320-89-6834
		(Description) Uptown Roadway Improvements (SIM-01)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The January 2018, City of Sedona Transportation Master Plan (TMP) evaluated citywide transportation needs and concluded with a set of recommended strategies to address congestion and mobility needs of residents, visitors, and commuters. These strategies have been developed into a system of capital improvement projects that collectively have been identified and promoted as the Sedona In Motion (SIM) program. The SIM program is a multi-modal transportation initiative embracing Sedona's community values for improved traffic flow, community connections, business and tourism connections, economic vitality and diversity, environmental stewardship, walkability, and sense of place.

Since the TMP was completed we have made progress on many different projects as outlined below:

- SIM-1, Uptown Roadway Improvements: This project has advanced from a set of recommendations contained within the TMP, to development of work scope and to

where we are today – the conclusion of a solicitation process and the development of a contract with a qualified consultant for design of the project.

- SIM-3, Parking & Wayfinding: This project has progressed significantly with the installation of new branded vehicular wayfinding signage and parking lot identification signs throughout Uptown. The next phase of vehicular wayfinding has begun with a submittal to ADOT for branded vehicular wayfinding throughout the entire city to indicate points of interest including parks and trailheads.
- SIM-4, SR 179 Improvements: The first phase of this project provides for the addition of a separated right-turn lane to SR 179 South and the addition of a separated right-turn lane to Uptown at the “Y” roundabout. The project has received the support of ADOT and the Northcentral District has applied for a district minor grant, where the city has agreed to contribute 50% of the total project cost.
- SIM-5, Major Roadway Connections: For the Portal-Ranger Road Connection project we have initiated key stakeholder meetings to identify public-private project opportunities. A local consultant is currently developing a scope of work to provide conceptual design on different connection alternatives. For the Forest Road Connection, a feasibility study/conceptual design is underway and is 25% complete to date. Contact with key stakeholders has been initiated to review alignment alternatives and contact with other stakeholders is planned.
- SIM-6, Neighborhood Street Connections: The project has been initiated with the opening of dialogue with key stakeholders for the highest priority connection of Northview Road to Sunset Drive.
- SIM-7, Enhanced Transit Service – Tourism Focused: The project has progressed with the development of a Request for Proposal for a transit system development study and implementation plan. The Request for Proposals has been advertised with proposals due in early April. The project has received a \$160,000 grant through federal transit planning and \$10,000 funding from Coconino County.
- SIM-11, Bicycle and Pedestrian Improvements: The project is in process and currently exploring opportunities. Public Works staff is collaborating with Community Development staff to identify early projects and focus areas. A scope of work has been developed by a local consultant to provide construction plans for several high priority areas.
- SIM-12, Travel Information System: The project is in process and currently exploring development of interactive camera installations and identifying installation locations and opportunities. Discussion with ADOT regarding travel informational technology planning for the I17-260 and 89A locations has been initiated. ADOT is in the early stages of development with no established implementation schedule at this time.

The Uptown Roadway Improvement project is represented as Strategy 1 in the TMP list of recommended transportation improvement strategies. The goal of this project is to reduce travel time delay and congestion issues through Uptown. Some of the transportation improvements the project envisions include the following:

1. Construction of a raised median with decorative barrier to direct pedestrians to controlled crossings
2. Construction of an additional southbound travel lane on SR 89A through Uptown
3. Construction of a turnaround or roundabout at the north end of SR 89A near Art Barn Road
4. Construction of a roundabout at the south end (Jordan Road) of Uptown on SR 89A

5. Construction of a new one-way access from SR 89A to free parking via Schnebly Road

Design Consultant Selection Process

- The City requested qualifications for professional services to complete the design of the Uptown Roadway Improvements identified in the TMP.
- Three responses to the City’s request for qualifications (RFQ) were submitted and all three firms were invited to participate in interviews.
- A selection committee comprised of staff from the City Manager’s office, Public Works, and Community Development reviewed the proposals and conducted interviews.
- Interviews conducted of the three firms examined qualifications, experience, project approach and available resources with additional criteria on key areas determined essential for the Uptown Roadway Improvements Project, including but not limited to relative complexity of similar project experience, public relations and outreach support, roundabout design, and project experience in managing design and construction impacts to residents as well as retail, lodging and commercial businesses.

The final ranking of consultant firms participating in the solicitation are summarized in the table below:

Consultant Firm	Ranking
Kimley-Horn and Associates	1
Southwestern Environmental Consultants	2
Woodson Engineering and Surveying	3

Kimley-Horn received the highest overall score. Staff recommends award of a professional services contract in an amount not to exceed \$367,868 to Kimley-Horn and Associates, Inc. to complete design services for the Uptown Roadway Improvements project.

The Scope of Work:

The Scope of Work scope is written to serve the primary objective of improving vehicular and pedestrian traffic flow and safety within and through the Sedona Uptown transportation corridor. Design objectives will focus on the recommended improvements as outlined in the TMP for Uptown Roadway Improvements.

Public participation and involvement is key to the success of the project and is embodied throughout the project’s entire design development. The scope of work emphasizes public participation early in the scoping phase of the project, where concepts of the design are being formulated and shaped. The goal is to inform and develop an early knowledge base of the project among key stakeholders, residents, and businesses.

The contract amount is for the base design, subconsultant fees, and direct expenses. It is anticipated that some portion of the \$56,300 in allowances will be utilized but is not being awarded at this time.

The anticipated timeframe for the project’s design is approximately 10 months, concluding with a final design in February 2019. Start of construction will depend on contractor procurement method and will also take into consideration peak tourism seasons.

Community Plan Consistent: Yes - No - Not Applicable

Approval of this item will support the Six Vision Themes of the Sedona Community Plan related to Environmental Stewardship, Community Connections, Improved Traffic Flow, Walkability, Economic Diversity, and Sense of Place.

- Environmental Stewardship: The project will help conserve natural resources associated with wasteful vehicle operations due to congested travel time.
- Community Connections: The project directly supports community connections through its emphasis on public participation and involvement during design development and indirectly by improving mobility between gathering places in Uptown Sedona.
- Improved Traffic Flow: The project will reduce congestion and travel times and improve vehicle and pedestrian safety.
- Walkability: The project will reduce vehicle and pedestrian conflicts improving walkability safety throughout the Uptown corridor.
- Economic Diversity: The project will improve local resident and visitor access to businesses in Uptown Sedona to help maintain a resilient and robust economy in Uptown.
- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage and represented in a form yet to be determined. The project will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona.

Some key issues identified in the Community Plan that are addressed with this project:

- Severe traffic congestion in Uptown
- Need to improve parking availability and wayfinding throughout the community
- Lack of access control on State Route 89A
- Need for clearer solutions for balancing increased tourism with infrastructure improvements

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 continued delay and congestion through Uptown.

MOTION

I move to: approve award of a professional services contract for the Uptown Roadway Improvements project to Kimley-Horn and Associates, Inc., in an amount not to exceed \$367,868, subject to approval of a written contract by the City Attorney's office.

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

This contract is made and entered into on this ____ day of _____, 2018, by and between the City of Sedona ("CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with the **Uptown Roadway Improvements** 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 **\$367,868**. 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: Justin Clifton, City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Kimley-Horn and Associates, Inc.
Attn: Andrew Baird, PE
201 North Montezuma, Suite 206
Prescott, AZ 86301

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.



March 14, 2018

Mr. Robert J. Welch, P.E.
Associate Engineer
City of Sedona – Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

**Re: Scope and Fee for Professional Services
Uptown Sedona Roadway Improvements**

Dear Mr. Welch:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Sedona (City) to provide Professional Design Services for the Uptown Sedona Roadway Improvements Project.

Our proposal is divided into the following sections:

Exhibit A – Scope of Work

Exhibit B – Fee and Expenses

Exhibit C – Subconsultant Backup Information.

Exhibit D – Project Schedule

We appreciate the opportunity to provide these services to you for this very important project for the City. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "AB", written over a white background.

Andrew Baird, P.E.
Project Manager

**EXHIBIT A
CITY OF SEDONA
UPTOWN SEDONA ROADWAY IMPROVEMENTS**

**SCOPE OF SERVICES
March 14, 2018**

This project consists of roadway and pedestrian safety improvements in Uptown Sedona (SR89A) from Forest Road to Art Barn Road (approximately 2200’).

The design will be provided in two phases: **Scoping Phase and Design Phase**

- **Scoping Phase** will consist of performing data collection, control/topographic survey, determination of existing right-of-way, utility impacts, geotechnical evaluation, environmental impacts, landscaping and overall evaluation/alternative development of the recommended improvements (current and future) including but not limited to:
 1. Landscaped Raised Median
 2. Southbound Travel Lane
 3. Turnaround/Roundabout at north end (Art Barn Road)
 4. Roundabout at Jordan Road
 5. One Way Access via Schnebly Road
 6. Traffic Signal Timing (Forest Road and Midblock Pedestrian Crossing)
 7. Miscellaneous Improvements – Pavement, Cross Streets, Sidewalk, Ramps, Curb, etc.
 8. Future Improvements – Pedestrian Bridge Crossings

Completion of this phase will consist of recommended alternatives for each improvement with associated costs and benefits. The Report will be reviewed by City Staff prior to a Public Meeting and presentation to City Council.

- **Final Design Phase** will be project development based on the recommended alternative. Design submittals for final construction documents will consist, 60% (Preliminary), 90% (Semi-Final), and 100% (Final/Sealed). Each submittal will consist of electronic PDFs of the submittal documents, including half-size (11x17) and full-size (22x34) PDFs of the plan set. Autocad Drawing files (2010 version) will also be provided at each milestone.
 1. The 60% (Preliminary) Submittal will consist of the following deliverables:
 - Draft Drainage Design Memorandum
 - Preliminary Plan Set
 - Preliminary Quantities & Opinion of Probable Costs
 2. The 90% (Semi-Final) Submittal will consist of the following deliverables:
 - Semi-Final Drainage Design Memorandum
 - Semi-Final Plan Set
 - Semi-Final Quantities & Opinion of Probable Costs
 - Semi-Final Technical Specifications
 3. The 100% (Final) Submittal will consist of final versions of the documents listed for the Semi-Final Submittal.

PHASE 1 - SCOPING PHASE**1.1 - Data Collection and Analysis**

- a. Kimley-Horn will conduct a project site walk with City Staff. As part of the site walk potential construction material and equipment staging locations shall be reviewed.
- b. Kimley-Horn will research and evaluate existing City and private utility information (e.g. as-builts, quarter section maps, GIS) regarding existing facilities such as roadway, drainage, traffic, and utilities. The City will provide available as-builts and other related existing data including right-of-way tract maps.
- c. Kimley-Horn will request an Arizona Blue Stake ticket to identify existing utilities within the project limits and request existing utility information.
- d. Kimley-Horn will collect traffic volume data at key intersections. Peak-hour turning movement counts will be collected. 24-Hour bi-directional daily traffic counts will be collected at all intersections throughout the project.
- e. Kimley-Horn will conduct a review of business access to ensure that each affected parcel within the project limits is provided adequate business access. This information will be used to facilitate discussions with adjacent property/business owners.

1.2 - Coordinate Control, Topo Survey & Right-of-Way

- a. Kimley-Horn will prepare a survey request and coordinate with Sunrise Engineering and Surveying for control and topographic survey services.
- b. Kimley-Horn will review for control and topographic survey data as well as right-of-way information provided by Sunrise. This project will be on the ADOT accepted datum, NAD83, Arizona State Plane, Central Zone, ADOT Published Scale to Ground, Sedona or ADOT Vertical Datum (NAVD88).

1.3 - Concept Design/Alternative Evaluation

- a. Kimley-Horn will conduct a review of business access to ensure that each affected parcel within the project limits is provided adequate business access. This information will be used to facilitate discussions with adjacent property/business owners.
- b. Kimley-Horn will develop alternatives for the recommended roadway improvements. A matrix will be utilized to present the different features of each alternatives with weighted scoring to assist the City in decision making. The alternatives will be evaluated against right of way impacts, construction sequencing, utilities, storm water management, aesthetics, adjacent properties, maintenance, etc.

- c. Kimley-Horn will evaluate concept design/location of future pedestrian bridge crossings at two locations throughout the project limits. This evaluation will include review of impacts to existing infrastructure and proposed roadway improvements.
- d. Kimley-Horn will prepare concept design drawings of project improvements utilizing GIS base layer data provided by the City of Sedona in the absence of topo survey and right of way mapping. The conceptual design drawings will show offsite improvements to mitigate offsite infrastructure impacts (i.e alterations for parking, walkway, curbing, signing, etc.)
- e. Kimley-Horn develop preliminary costs associated with each alternative, which will be used to prepare the Design Alternatives Matrix.
- f. Kimley-Horn will develop preliminary costs associated with each alternative, which will be used to prepare the Design Alternatives Matrix.
- g. Kimley-Horn will summarize the design alternatives in a Design Concept Report and Plans. This includes both a DRAFT Concept Report and FINAL Concept Report after City/Stakeholder Review.

1.4 - Project Management/Meetings

- a. Kimley-Horn will attend the following meetings as a part of this phase of the project:
 - Design Concept Review Meeting
 - Technical Advisory Committee Meeting
 - Public Information Meeting
 - Business Owners Meeting
 - City Council Meeting
- b. Kimley-Horn will prepare a summary of comments after each meeting.
- c. Kimley-Horn will provide Visualization/Renderings to support Public Outreach during the Scoping Phase. This will include illustrative models at different perspectives (aerial, street view, etc.). This task includes up to 5 different visualizations/renderings for use during project development.
- d. Kimley-Horn will provide Visualization/Renderings for the future Pedestrian Bridge Crossing. This rendering will be from the street view perspective and include up to 2 different simulations (static).

PHASE 2 – FINAL DESIGN PHASE**2.1 – Roadway Design**

- a. Kimley-Horn will design approximately 2,200 feet of roadway improvements through Uptown Sedona (SR89A) from Forest Road to Art Barn Road. Roadway improvements include adding a new raised median, additional southbound travel lane, turn around at the norther project limits, roundabout at Jordan Road, one way access vis Schnebly Road, associated sidewalk and driveway improvements, constructing ADA improvements and demolition/removal throughout the project limits.
- b. Kimley-Horn will establish a roadway construction centerline based on existing survey monuments.
- c. Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - Legend & Notes (1 Sheet)
 - Typical Sections (2 Sheets)
 - Miscellaneous Details Sheet (2 Sheets)
 - Geometric Control (1 Sheet)
 - SR 89A Roadway Plan & Profile (20 Scale) (5 Sheets)
 - Schnebly Road Plan & Profile (20 Scale) (2 Sheets)
 - Wall Plans (2 sheets)
 - Sidewalk Plans/Details (1 Sheet)
 - Cross Street Plans/Details (4 Sheets)
 - Roundabout Details (2 Sheets)
- d. Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.
- e. Roadway plans will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.2 – Drainage Design

- a. Kimley-Horn will prepare a Drainage Design Report to document the roadway impacts on drainage conveyance. A Draft Drainage Design Memorandum will be submitted with each of the milestone submittals (60%, 90% and 100%)
- b. Drainage System modifications/reconstruction will be shown on the Roadway Plan/Profile Sheets.

2.3 – Signing/Pavement Marking Design and Construction Sequencing Plans

- a. Kimley-Horn will prepare signing and pavement marking plans for Uptown Sedona. It is assumed the signing and pavement marking design will be in

accordance with MUTCD and MAG standards. 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (2 Sheet)
 - Signing and Marking Plan Sheets (4 Sheets)
- b. Kimley-Horn will prepare construction sequencing plans for the project.
 - c. It is anticipated that this project would be constructed in several different phases.
 - d. Kimley-Horn will coordinate with City staff prior to preparing the construction sequencing plans.
 - e. Signage/Pavement Marking Design and Construction Sequencing plans will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.4 -Traffic Signal Design/Timing

A site visit will be performed to document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, existing underground conduit, etc. The design will include:

- Traffic Signal Detail Sheet including Phasing Diagram, Cameras and Wiring Diagram for each signal.

2.5 – Landscape and Landscape Irrigation Restoration

- a. Kimley-Horn will visit the site to inventory and locate existing conditions including:
 - Plant material
 - Site furnishings
 - Irrigation equipment
- b. Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.
- c. Kimley-Horn will prepare landscape and irrigation plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
 - Planting and site furnishings notes and details sheets (2 Sheets)
 - Planting Plans (5 Sheets) (1" = 20' scale)
 - Irrigation notes, schedules, and details sheets (2 Sheets)
 - Irrigation Plans (5 Sheets) (1" = 20' scale)
- d. Renderings and Visualization for Landscaping is included in the Design Phase Project Management Task.
- e. Landscape and Landscape Irrigation Restoration plans will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.6 – Erosion Control

- a. Kimley-Horn will provide Erosion Control Plans and Details for the Contractors use in the Notice of Intent.
 - 5 – SWPPP Sheets (1" = 20')
 - 2 – Detail Sheets
- b. Erosion Control plans will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.7 – Utility Coordination

- a. Kimley-Horn will be responsible for contacting and coordinating with utility companies in the area and informing them of the design plans for the project.
- b. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City if requested.
- c. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City.
- d. Provide 60%, 90% and 100% plans to all local utility companies for review and concurrence.
- e. Kimley-Horn will attend and lead one Utility Coordination Meeting (included in Task 2.8)

2.8 – Project Estimate, Specifications and Bid Schedule

- a. A list of anticipated quantities will be prepared and submitted at each design stage.
 - Quantities will be presented on the plan sheets and also in a separate quantities spreadsheet using custom bid items based on City item descriptions.
 - An opinion of probable cost will be provided for these quantities.
 - A bid schedule will be provided with the 90%, 100% submittal.
- b. Technical Specifications will be prepared for the 60%, 90%, and 100% submittals. The specifications will be prepared utilizing City format and serve as a supplement to the MAG Specifications.

2.9 – Design Phase Project Management/Meetings

- a. Project management includes contract management, invoicing, project schedule development, internal meetings with staff, Quality Control/Quality Assurance, permitting application and administration and CADD maintenance.
- b. Kimley-Horn will attend the following meetings as a part of this project:
 - Monthly Progress Meetings (6 meetings via conference call)

- Plan Review Meetings (3 meetings) (one meeting per plan submittal (3 total))
 - TAC/Stakeholder Meetings (8 total)
 - Public Meeting (2 total)
 - City Council Meeting (1 total)
- c. Monthly progress meetings (excludes stakeholder and public meeting) are assumed to be attended by the Project Manager and any technical support via teleconference.
- d. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.
- e. Field reviews are assumed to be conducted on the same days as Plan Review Meetings described above.
- f. Any meetings beyond those listed above will be considered additional services.
- g. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed and responses will be provided.
- h. Kimley-Horn will provide Visualization/Renderings to support Public Outreach and Construction Phasing. This will include illustrative models at different perspectives (aerial, street view, etc.). This task includes up to 10 different visualizations/renderings for use during project development.

PHASE 3 – BID PHASE

3.1 – Bid Phase

Kimley-Horn will provide assistance to the City during the bid phase of the project. This includes attending the pre-bid conference, responding to contractor requests for information and review of the bid tabulations.

PHASE 4 – POST DESIGN PHASE

4.1 – Post Design / Construction Services

Kimley-Horn will provide Post Design and Construction Administration Services throughout the duration of Construction. This consists of the following:

- a. Response to RFIs (assume 10 at 2 hours each)
- b. Review Construction Shop Drawings (assume 10 at 4 hours each)
- c. Weekly Construction Meetings (assume 10 meetings)
- d. Record Drawings

EXHIBIT B includes the detailed fee breakdown for all tasks.

EXHIBIT D is the proposed project schedule based on a contract notice-to-proceed date of April 1, 2018

SUBCONSULTANT TASKS

5.1 – Topo Survey & Right-of-Way (Sunrise)

Sunrise Engineering, Inc. (Sunrise) will be utilized for control, topographic survey and right-of-way services. Their scope and fee for these services are located in **EXHIBIT C**.

5.2 - Traffic Counts (Field Data Services)

Field Data Services will provide the traffic data counts. Their scope and fee for these services are located in **EXHIBIT C**.

5.3 Geotechnical Services (ETC)

ETC will provide geotechnical investigations services. Their scope and fee for these services are located in **EXHIBIT C**.

ALLOWANCES

6.1 – Final Design (Allowance) – Additional Design/Coordination

The Final Design Allowance covers items not included in the base scope of services. These items are potential improvements that may be included in the project after the final design alternative is selected with the 20% Design Concept Report. Additional meetings are also covered.

- a. Additional Cross Street Plan/Profile
 - Forest Road Roadway/Median Improvements (1 Sheet)
 - Jordan Road Improvements (1 Sheet)
- b. Additional Roundabout Design/Details (Art Barn)
 - Roundabout Details (1 Sheet)
 - Signing and Marking (1 Sheet)
 - Structural Detailing – Retaining Wall (2 Sheets)
- c. CMAR Procurement/Coordination
- d. GMP Review/Meetings (Assume 2)
- e. Coordination

6.2 - Environmental (Kimley-Horn and Paleo West)

Kimley-Horn and Paleo West will provide the Phase I Environmental Assessment. Their scope and fee for these services are located in **EXHIBIT C**.

6.3 - Utility Designating/Potholing (Allowance)

An allowance of is included to address potential utility potholes and designating should it be determined a Level C SUE is not sufficient. The scope and fee for these services is included in **EXHIBIT C**.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Sedona and Kimley-Horn.

- Wayfinding Signs
- Construction Administration
- Street light design is not included.

EXHIBIT B

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Consultant	-	\$ 200.00	\$ -
Project Manager	297	\$ 185.00	\$ 54,945
Senior Engineer	272	\$ 190.00	\$ 51,680
Project Engineer/Planner	520	\$ 150.00	\$ 78,000
Analyst	954	\$ 115.00	\$ 109,710
Graphic Designer/GIS	148	\$ 120.00	\$ 17,760
Administrative	32	\$ 75.00	\$ 2,400
	2,223 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 314,495

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Sunrise Engineering (Survey)	\$ 40,050	
Field Data Services (Traffic Counts)	\$ 1,623	
Geotechnical (ETC)	\$ 9,500	
	Subtotal Estimated Outside Services	\$ 51,173

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 2,200
	Subtotal Estimated Expenses \$ 2,200

ALLOWANCES

Additional Design	\$ 26,800
Environmental	\$ 9,500
SUE (CobbFendley)	\$ 10,000
Survey Legals and Exhibits	\$ 10,000
	Subtotal Allowances \$ 56,300

TOTAL PROJECT COST

\$ 424,168

Consultant Firm Signature

3/14/18

Date

**City of Sedona
Uptown Sedona Roadway Improvements
Fee Proposal**

TASK DESCRIPTION	SUBTOTAL	Project	Senior	PE/	Analyst	Graphic Des/	Admin	Totals
		Manager	Engineer	Planner		GIS		
		\$ 185.00	\$ 190.00	\$ 150.00	\$ 115.00	\$ 120.00	\$ 75.00	
1. SCOPING PHASE								
1.1 Data Collection and Analysis	1,450.00	-	-	-	10	-	4	14
As-Built Research	840.00				6		2	8
Right of Way Mapping Research	610.00				4		2	6
1.2 Coordinate Control, Survey & R/W	2,650.00	-	-	10	10	-	-	20
Coordinate with Sunrise	600.00			4				4
Review Topo/Control Base File	1,290.00			4	6			10
Review Right-of-Way Base File	760.00			2	4			6
1.3 Concept Design/Alternatives Evaluation	30,715.00	35	16	76	80	-	8	215
Data Collection	785.00	1		4				5
Traffic and Signal Analysis	5,860.00	4	8	24				36
Business Access Review	1,940.00	4		8				12
Concept Report (DRAFT and FINAL)	7,610.00	10		16	24		8	58
Concept Plans (DRAFT and FINAL)	12,860.00	12	8	24	48			92
Cost Estimates	1,660.00	4			8			12
1.4 Scoping Phase Project Management/Meetings	23,560.00	20	-	44	36	76	-	176
Design Concept Review Meeting	1,200.00	4			4			8
TAC Meeting	1,200.00	4			4			8
Public Meeting	5,100.00	4		4	16	16		40
Business Owners Meeting	1,200.00	4			4			8
City Council Meeting	1,660.00	4			8			12
Visualizations/Renderings (Up to 5)	7,800.00			20		40		60
Visualizations/Renderings - Pedestrian Bridge (Up to 2)	5,400.00			20		20		40
TOTAL SCOPING PHASE	58,375.00	55	16	130	136	76	12	425
2. DESIGN PHASE								
2.1 Roadway Design	77,590.00	48	72	166	262	-	-	548
Cover Sheet	990.00			2	6			8
Legend & Notes Sheet	990.00			2	6			8
Typical Sections Sheets	3,410.00	2	4	6	12			24
Miscellaneous Details Sheets	3,710.00	2	4	8	12			26
Geometric Control Sheet	1,210.00		2	4	2			8
Removal/Demolition Sheets	5,760.00		8	16	16			40
Roadway Plan & Profile Sheets	22,720.00	16	24	40	80			160
Schnebly Plan/Profile	10,220.00	8	6	20	40			74
Wall Plans	5,440.00	8		8	24			40
Sidewalk Plans/Details	3,250.00	2	4	8	8			22
Cross Street Plans/Details	10,120.00	8	12	24	24			68
Roundabout Details	7,210.00	2	4	16	32		4	54
3D Model & Earthwork	2,560.00		4	12				16
2.2 Drainage Design	10,400.00	-	16	-	64	-	-	80
Evaluation (Hydrology & Hydraulics)	920.00				8			8
Draft Drainage Design Memorandum	5,200.00		8		32			40
Final Drainage Design Memorandum	4,280.00		8		24			32

**City of Sedona
Uptown Sedona Roadway Improvements
Fee Proposal**

		Project	Senior	PE/	Analyst	Graphic Des/	Admin	Totals
		Manager	Engineer	Planner		GIS		
TASK DESCRIPTION	SUBTOTAL	\$ 185.00	\$ 190.00	\$ 150.00	\$ 115.00	\$ 120.00	\$ 75.00	
2.3 Signing/Pavement Marking & Construction Sequencing	29,550.00	16	16	42	150	-	-	224
Legend & Notes Sheet	990.00			2	6			8
Signing and Marking Sheets	15,920.00	8	12	32	64			116
Construction Sequencing Sheets	12,640.00	8	4	8	80			100
2.4 Traffic Signal Design	4,560.00	-	8	8	16	-	-	32
Forest Avenue Traffic Signal Timing	2,280.00		4	4	8			16
Midblock Pedestrian Signal Timing	2,280.00		4	4	8			16
2.5 Landscape and Landscape Irrigation	31,190.00	-	32	80	114	-	-	226
Planting & Site Furnishing Plans	10,920.00		8	32	40			80
Landscape Irrigation Plans	12,600.00		12	32	48			92
Planting & Site Furnishing Notes & Details	3,720.00		6	8	12			26
Landscape Irrigation Notes & Details	3,950.00		6	8	14			28
2.6 Erosion Control	9,830.00	6	12	-	56	-	-	74
Erosion Control Sheets	6,860.00	4	8		40			52
Erosion Control Details	2,970.00	2	4		16			22
2.7 Utility Coordination	2,240.00	4	-	8	-	-	4	16
Utility Conflict Review, Coordination & Clearance Letters	2,240.00	4		8			4	16
2.8 Project Estimate, Specifications and Bid Schedule	16,380.00	4	16	40	24	32	-	116
Quantities/Estimate/Bid Schedule	9,760.00		4	16	24	32		76
Specifications	6,620.00	4	12	24				40
2.9 Design Phase Project Management/Meetings	44,600.00	88	56	42	52	40	8	286
Contract Management	2,080.00	8					8	16
Project Schedule	2,220.00	12						12
Internal Coordination	2,680.00	8		8				16
QA/QC	11,300.00	20	40					60
CADD Maintenance	2,760.00				24			24
Progress Meetings (Assume 6)	1,800.00	6			6			12
Plan Review/Comment Resolution Meetings (Assume 3)	2,700.00	6		6	6			18
TAC Meetings/Stakeholders Meetings (Assume 8)	4,200.00	8	8	8				24
Utility Coordination Meeting (Assume 1)	1,200.00	4			4			8
Public Meeting (Assume 2)	3,000.00	8	8					16
Council Meeting (Assume 1)	2,860.00	8			12			20
Visualizations/Renderings (Up to 5)	7,800.00			20		40		60
TOTAL FINAL DESIGN PHASE	226,340.00	166	228	386	738	72	12	1,602
3. BID PHASE								
3.1 Bid Phase	5,080.00	16	8	4	-	-	-	28
Respond to Questions	3,000.00	8	8					16
Attend the Pre-Bid Meeting	740.00	4						4
Review Bid Tabulations	1,340.00	4		4				8
TOTAL BID PHASE	5,080.00	16	8	4	-	-	-	28
4. POST DESIGN PHASE								
4.1 Post Design Construction Services	24,700.00	60	20	-	80	-	8	168
Response to Request for Information (assume 10 at 2 hours each)	3,750.00	10	10					20
Review Construction Shop Drawing Submittals (assume 10 at 4 hours each)	6,050.00	10	10		20			40
Weekly Construction Meetings	6,000.00	20			20			40
Record Drawings	8,900.00	20			40		8	68
TOTAL POST DESIGN PHASE	24,700.00	60	20	-	80	-	8	168
SUBTOTAL DIRECT LABOR	314,495.00	297	272	520	954	148	32	2223

**City of Sedona
Uptown Sedona Roadway Improvements
Fee Proposal**

		Project	Senior	PE/	Analyst	Graphic Des/	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	Manager	Engineer	Planner		GIS		
		\$ 185.00	\$ 190.00	\$ 150.00	\$ 115.00	\$ 120.00	\$ 75.00	
5. SUBCONSULTANTS TASKS								
5.1 Topo Survey and Right-of-Way (Sunrise)	40,050.00							
Control, Topo Survey Existing Right-of-Way, Utilities	37,050.00							
Legal Descriptions & Exhibits (3 total)	3,000.00							
5.2 Traffic Counts (Field Data Services)	1,623.00							
Traffic Counts	1,623.00							
5.3 Geotechnical Services (ETC)	9,500.00							
Geotechnical Services	9,500.00							
SUBTOTAL SUBCONSULTANT TASKS	51,173.00							
6. ALLOWANCES								
6.1 Additional Design	26,800.00	20	34	36	56	-	-	146
Cross Street Plans/Details	9,140.00	8	10	20	24			62
Roundabout Design/Details	12,860.00	12	24	16	32			84
CMAR Coordination/Procurement	4,800.00	16			16			32
6.2 Environmental	9,500.00	-	4	2	4	8	-	18
Cultural Survey (Paleo West)	4,500.00							0
Phase I ESA	5,000.00		4	2	4	8		18
6.3 Utility Potholing (CobbFendley)	10,000.00							
Utility Potholes	2,600.00							
Utility Designating	5,400.00							
Expenses	2,000.00							
6.4 Survey Allowance (Sunrise)	10,000.00	-	-	-	-	-	-	0
Additional Legal Description and Exhibits (10 Total)	10,000.00							0
SUBTOTAL ALLOWANCES	46,300.00							
CONTRACT TOTAL	421,968.00							

March 7, 2018

Contract No. TBD

ESTIMATE OF DIRECT EXPENSES

Plotting

Plotting	A. Bond review Plots	-	shts
	Total expense at billing rate of \$0.05 per sheet plotted	\$ -	
	B. Mylar Plots	-	shts
	Total expense at billing rate of \$10.50 per sheet plotted	\$ -	
	Subtotal Plotting	<u>\$ -</u>	

Miscellaneous Expenses

A. Vehicle Mileage (\$0.555/mi)	\$ 1,110
B. Airline Flight	
C. Overnight Delivery (2 @ \$50)	\$ 100
D. Reproduction	\$ 1,000
E. Utility Maps	
Subtotal Miscellaneous Expenses	<u>\$ 2,200</u>

TOTAL ESTIMATED EXPENSES

\$ 2,200

EXHIBIT C

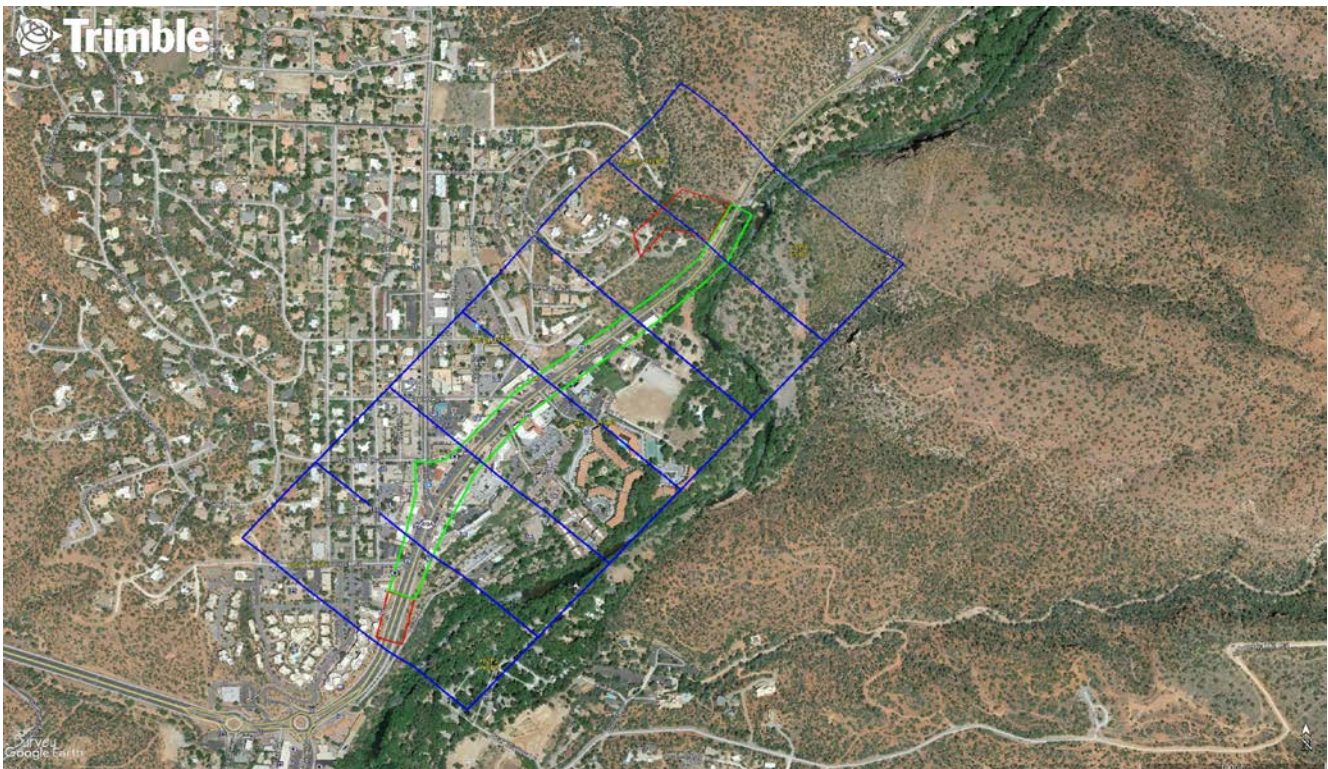
Subconsultant Proposals

Date: March 13, 2018

Andrew Baird, P.E.

Kimley-Horn | 201 North Montezuma, Suite 206, Prescott, AZ 86301
Direct: 928 458 7121 | Mobile: 602 620 3785

Subject: Proposal to Provide Professional Survey Services for
City of Sedona – State Route 89A



Sunrise Engineering, Inc. is pleased to submit this Agreement to provide Surveying Services related to the above referenced project.

Our proposed Scope of Services, Fee Schedule, and Provisions are as follows.

1. SCOPE OF LAND SURVEY SERVICES

- 1.1. Sunrise Engineering will establish horizontal and vertical control.
- 1.2. Sunrise Engineering will set aerial control sufficient to control the aerial mapping provided by AeroTech Mapping.
- 1.3. Sunrise Engineering Will contract, consult and organize aerial mapping for the area shown above.
- 1.4. Sunrise Engineering will perform the following: Topography Survey – The scope of work for this task includes providing a topographic survey of the subject area as shown. The Topographic survey shall include utility information and collection of surface features within the site and adjacent to the roadway such as existing utilities, hardscape and salient topographic features such as breaklines. The majority of the topographic survey will be performed using aerial mapping sufficient to produce a contour interval of one(1) foot. Additional terrestrial data (ground shots) will be gathered at the time of the survey at key tie-in and match points for utilities and pavement and all hardscape features. The survey shall be performed in accordance with engineering needs of the project. Corners will not be set as a part of this survey and a “Record of Survey” will not be recorded. Approval for additional services shall be in writing in accordance to this contract before proceeding with any additional work.
- 1.5. Sunrise Engineering will determine the existing Rights-of-Way based on readily available County recorder’s documents and AZDOT Right-of-Way maps. Additional research such as title reports and/or DOT research is hereby determined to be additional services and will be invoiced according to the fee schedule herein.

Lump Sum Fee: _____ \$34,650

Sunrise Engineering will provide legal descriptions with depiction exhibits at a \$1,000 per site.

2. SCOPE OF CIVIL ENGINEERING SERVICES

- 2.1. **Pre-Design Utility Research & Coordination:** This task will include researching public and private utilities. SEI will obtain public and private utility maps for use in preparing the base-map to be used for design. SEI will contact Blue Stake to obtain a list of the utilities having facilities in the project area and request record drawings from those utilities for inclusion in the base-map and construction plans. A list of utility providers along with the information received from each will be provided to the Client to be used in their project progress submittals and for the Client to obtain utility clearances prior to construction. SEI will not provide any potholing information.

Lump Sum Fee: _____ \$2,400

3. ADDITIONAL FEE/PROVISIONS

- 3.1. This Agreement is for only those services specifically described herein. Additional services requested will be billed on a time and materials basis at the following rates:

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 hou.</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	921	Survey Tech I	\$72
105	Engineer V	\$175	922	Survey Tech II	\$80
110	Principal Engineer	\$195	930	Survey CAD Tech	\$99
711	Project Manager I	\$125	935	Survey Crew Chief	\$132
712	Project Manager II	\$155	940	Survey Manager	\$138
301	Engineering Tech I	\$69	945	Registered Surveyor	\$150
302	Engineering Tech II	\$85	950	Principal Surveyor	\$170
303	Engineering Tech III	\$99	351	Construction Manager I	\$ 119
304	Engineering Tech IV	\$115	352	Construction Manager II	\$ 139
401	CAD Technician I	\$65	353	Sr. Construction Manage	\$ 159
402	CAD Technician II	\$75	901	Field Technician I	\$ 59
403	CAD Technician III	\$85	902	Field Technician II	\$ 69
404	CAD Technician IV	\$95	903	Field Technician III	\$ 79
			MILE	Mileage	\$0.59 <i>per mile</i>

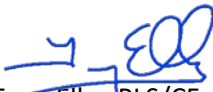
Subconsultants and other direct expenses as incurred plus 10% handling fee

4. PROVISIONS

- 4.1. Completion of the survey shall be stopped if any conflict with the boundary/Rights-of-Way of the parcel(s) is discovered during the research and survey of the subject area. Rights-of-Way and boundary shall not be determined until conflict is resolved. All services required to resolve conflict are additional to this agreement and not included in the cost of the survey.
- 4.2. SEI will not proceed with additional services without written authorization to proceed.
- 4.3. Specifically excluded from this Agreement are:
 - 4.3.1.A title report of the subject property or abstracting of title;
 - 4.3.2.Items not specifically identified under Scope.
- 4.4. Execution of this Agreement includes acceptance of the attached SEI Standard Terms and Conditions, consisting of four pages, attached to this Agreement.

If this Agreement meets with your approval, please sign and return it to us for our files. We will accept a signed copy of this Agreement as a contract and notice to proceed. Please call us with any questions you might have regarding this Agreement.

Respectfully Submitted,
Sunrise Engineering, Inc.



Tony Elley PLS/CFedS
Principal/Chief of Survey

Attachment

Accepted and Agreed:

By:

Signature

Name:

Printed Name

Title:


Print Title

Date:



DATE: 3/5/2018
ESTIMATE #: 18-092
CITY: Sedona, AZ
Prepared by: Sharon Morris

SERVICE PROVIDER - SUBCONTRACTOR
Field Data Services of Arizona, Inc. Veracity Traffic Group (California) 31894 Whitetail Ln, Temecula, CA 92592 Phone: 520.316.6745 Fax: 866.686.7612 www.fdsaz.com

CUSTOMER
Brent Crowther, PE Kimley-Horn & Associates  333 E. Wetmore Rd., Suite 280 Tucson, AZ 85705 p 520.352.8632 c 520.429.6868

PROJECT DESCRIPTION:

ID	DESCRIPTION	QTY	\$	TOTAL
	<i>Saturday TMC count (7-9am & 4-6pm)</i>			\$ -
TMC	SR-89A & Jordan Rd.	1	\$289.00	\$ 289.00
TMC	SR-89A & Forrest Rd.	1	\$289.00	\$ 289.00
TMC	SR-89A & Apple Ave.	1	\$289.00	\$ 289.00
TMC	SR-89A & Arroyo Roble Rd.	1	\$289.00	\$ 289.00
TMC	SR-89A & Amara Ln.	1	\$289.00	\$ 289.00
	<i>Saturday 24-hour bi-directional volume count</i>			\$ -
ADT	SR-89A north of Amara Ln.	1	\$89.00	\$ 89.00
ADT	SR-89A north of Forrest Rd.	1	\$89.00	\$ 89.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			SUBTOTAL	\$ 1,623.00
_____ Signature / Stamp:				\$ -
_____ Date			3/5/2018	\$ -
			TOTAL	\$ 1,623.00



ENGINEERING & TESTING CONSULTANTS INC.

March 14, 2018

Mr. Andrew Baird, P.E.
Kimley-Horn
201 North Montezuma, Suite 206
Prescott, Arizona 86301

SUBJECT: REVISED PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – UPTOWN IMPROVEMENTS, SEDONA, AZ

Dear Mr. Baird:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation and design services during the design phase for the proposed Uptown pavement improvements.

The objective of the subsurface soil exploration is to provide recommendations regarding site grading, slope stability, excavation conditions, retaining wall foundation support, lateral soil pressures, and review of pavement overlay requirements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

Field drilling and soil sampling will be completed using our Mobile B-47 drilling rig. Areas not accessible along the proposed Schnebly Road access will utilize exploratory test pits. A seismic refraction survey will also be performed on the Schnebly Road access to further define the rock conditions at the site. *ETC will also coordinate utility location services and traffic control requirements.*

The field work will include an exploration for the following conditions as encountered at the specific

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION



Mr. Andrew Baird, P.E.
Kimley-Horn
Geotechnical Engineering – Uptown Improvements, Sedona, AZ
March 14, 2018
Page 2 of 3

- General site characteristics, topography, vegetation, surface drainage.
- Soil characteristics, approximate boundary between soil types and soil sampling.
- Water level measurements (if encountered).
- Four auger borings will be drilled at accessible locations within areas of the proposed improvements. Two to three exploratory test pits will be excavated in the area of the proposed Schnebly Road access. Two seismic refraction survey lines approximately 70 feet long will also be performed along the Schnebly Road success alignment.

Laboratory Analysis

Selected field samples will be tested for soil characteristics as determined by the geotechnical engineer.

Exploration Report

A final report will be compiled including at least:

- Boring and test pit logs showing the stratification lines of the various soil types encountered during field exploration.
- Results from laboratory testing conducted on selected samples.
- General site conditions including topography, vegetation and surface drainage conditions.
- Description of the subsurface conditions encountered.
- Recommendations for design parameters as outlined in the request. Such parameters will include foundation support and lateral design parameters for retaining walls, site grading, slope stability, excavation conditions, and pavement structural sections and overlay recommendations.

PAYMENT AGREEMENT



Mr. Andrew Baird, P.E.
Kimley-Horn
Geotechnical Engineering – Uptown Improvements, Sedona, AZ
March 14, 2018
Page 3 of 3

We estimate the subsurface soil exploration to cost \$9,500.00. We proposed to provide these services for a lump sum fee of \$9,500.00. Should we encounter conditions that require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

At this time, ETC can schedule the fieldwork to be performed within two to three weeks upon your authorization to proceed. We anticipate completion of a final report in approximately six weeks following the authorization.

AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work, the lump sum fee, as quoted above, for the subsurface soil exploration, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Richard G. Kelley', is written over the printed name of the signatory.

Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

Scope of Work

The scope of work proposed herein by PaleoWest Archaeology is for conducting a Class III cultural resources survey for approximately 2 acres of private land and municipal right-of-way along U.S. Highway 89A located in the Uptown area of the City of Sedona, Coconino County, Arizona. The parcel is located within Section 8, T17N, R6E, Gila and Salt River Baseline and Meridian. The project is subject to compliance with City of Sedona Historic Preservation Ordinance Land Development Code Article 15 and the State Historic Preservation Act (A.R.S. §41-841 et seq.). Three tasks are proposed to achieve cultural resources compliance on this project.

Task 1: Class I Literature Review.

PaleoWest will examine the AZSITE database, which includes records from the Arizona State Museum (ASM) and Arizona State University, and records in the Arizona Department of Transportation Historic Preservation Portal. This search will be conducted to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a one-mile radius of the approximately 2-acre project area. A site file search will also be conducted at the Coconino National Forest (CNF) Supervisor's Office for portions of CNF land within the 1-mile search radius. Government Land Office (GLO) maps housed at the Bureau of Land Management (BLM) and historic-age USGS quadrangle maps will also be consulted to evaluate the possible presence and location of historic features on the property. The City of Sedona Historic Landmarks Inventory and National Register Information Database will also be reviewed to identify historic properties in or near the survey area. The site file search will cover the entirety of the project and its results will be included in the survey report.

Task 2: Class III Field Survey.

Preliminary background research indicates that portions of the project area were surveyed in 1991 and 1997. These surveys are more than 10 years old and do not meet current professional standards. Therefore, PaleoWest archaeologists will conduct a full pedestrian survey of the 2-acre project area following ASM and SHPO inventory standards and guidelines. Archaeologists will walk parallel transects spaced not more than 20 m apart, recording all isolated occurrences and mapping and recording any archaeological sites identified in the project area. This will include any historic buildings, structures, or features. A Registered Professional Archaeologist (RPA) who meets the National Secretary of the Interior's professional standards, will lead the fieldwork. PaleoWest will evaluate the significance of all identified cultural resources in terms of eligibility for listing in the State and National Registers of Historic Places and the City of Sedona Historic Landmark Inventory, and provide recommendations for mitigation, if necessary.

Task 3: Report Preparation.

PaleoWest will present the results of the Class III survey in a report which will meet all ASM and City of Sedona standards. The report will include the results of the literature review, a

description of the field methods, a record of isolated occurrences, a detailed description of each site recorded, an evaluation of each site's potential eligibility for inclusion in the National and State Registers of Historic Places, and recommendations for either further work or full archaeological clearance. PaleoWest will submit this report to the client for review and consult with the client on the results of the project.

Cost, Schedule, and Terms

The professional fee for completing the tasks described above will be \$4,500, payable on a fixed-fee basis upon submittal of the report. This cost includes the documentation of up to one cultural resource site using the ASM Site Form and one round of revisions to the report. If additional sites are identified, or if more than one revision to the report is requested, PaleoWest may request a cost modification to offset the additional labor to address those changes. Upon receipt of a notice to proceed, the draft report can be submitted within three weeks.

March 13th, 2018

Andrew Baird, P.E.
Kimley-Horn
201 N. Montezuma, Suite 206
Prescott, AZ 86301

VIA E-MAIL

Dear Andrew:

**Re: Subsurface Utility Engineering Services
Uptown Sedona Project**

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Scope of Services

SUE Level (B): Utility Designating

During Utility Designating Services, CobbFendley will:

1. Review all facility records provided by client.
2. Use collected records to corroborate all known existing utilities within the project bounds.
3. Locate and identify all known conflicting utilities by marking with paint on the ground. Cobb Fendley's Marks will be identified with Pink Paint to differentiate from AZ811 marks.
4. Meet Kimley-Horn's Project Managers onsite to confirm markings and recommend test hole locations as needed.

SERVICES TO BE PROVIDED BY KIMLEY-HORN

Kimley-Horn shall furnish the following information, as available, for SUE services at no cost to CobbFendley:

1. Provide roadway plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations for the selected projects. CobbFendley may review the test hole locations and recommend changes, as required.
2. Lists of utility and/or agency contact persons if known.
3. Other available information or assistance as appropriate.
4. Utility As-builds, Facility Maps and Utility Records from all utility owners within the project bounds.
5. Provide utility line style and symbology, if desired.

SUE Level A: Test Holes

Utility test holes will be performed where the vertical location of existing underground utilities is critical. Kimley-Horn will identify test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses. A detailed description of test hole services is

below under SUE Level A services. **A total of six (4) test holes are included in this proposal.**

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level (A) Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Coordinate all municipal right-of-way permits, bonds and approved traffic control
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data field sheet.
 - A. Depth to top and/or bottom of utility.
 - B. Horizontal location tied to surface features.
 - C. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - D. Utility facility material(s).
 - E. Utility facility condition.
 - F. Pavement thickness and type.
 - G. Coating/Wrapping information and condition.
 - H. Unusual circumstances or field conditions.
5. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
6. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken.
7. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
8. Provide complete restoration of work site and landscape to equal or better condition than before excavation.

SERVICES TO BE PROVIDED BY KIMLEY-HORN

Kimley-Horn shall furnish the following information, as available, for SUE services at no cost to CobbFendley:

1. Provide roadway plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations for the selected projects. CobbFendley may review the test hole locations and recommend changes, as required.
2. Provide lists of utility and/or agency contact persons if known.
3. Other available information or assistance as appropriate.
4. Provide utility line style and symbology, if desired.

Basis of Compensation

The above scope of SUE Level B & A services includes all manpower, equipment and direct expenses. The total value of this proposal is \$10,000.

SUE Level B and A for Kimley-Horn
Kimley-Horn Uptown Sedona Improvements

Classification	Cost
Lump Sum Associated with SUE Level (B) Designating Services	\$5,400.00
Lump Sum Associated with SUE Level (A) Locating Services	\$2,600.00
Other Direct Expenses	
MAG Standard (Half Sack Slurry Backfill)	\$500.00
Asphalt / Concrete Core & Restoration	\$600.00
TCP (Lane Closure-Traffic Attenuator) At Cost +10%	\$600.00
Municipal Permit Application & Review At Cost +10%	\$300.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Cobb Fendley will include supporting backup documentation for all approved reimbursable expenses.

Subtotal for SUE Level (B)	\$5,400.00
Subtotal for SUE Level (A)	\$2,600.00
Subtotal for Direct Expenses	\$2,000.00
Total SUE Services:	\$10,000.00

If this summary is acceptable please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Best Regards,

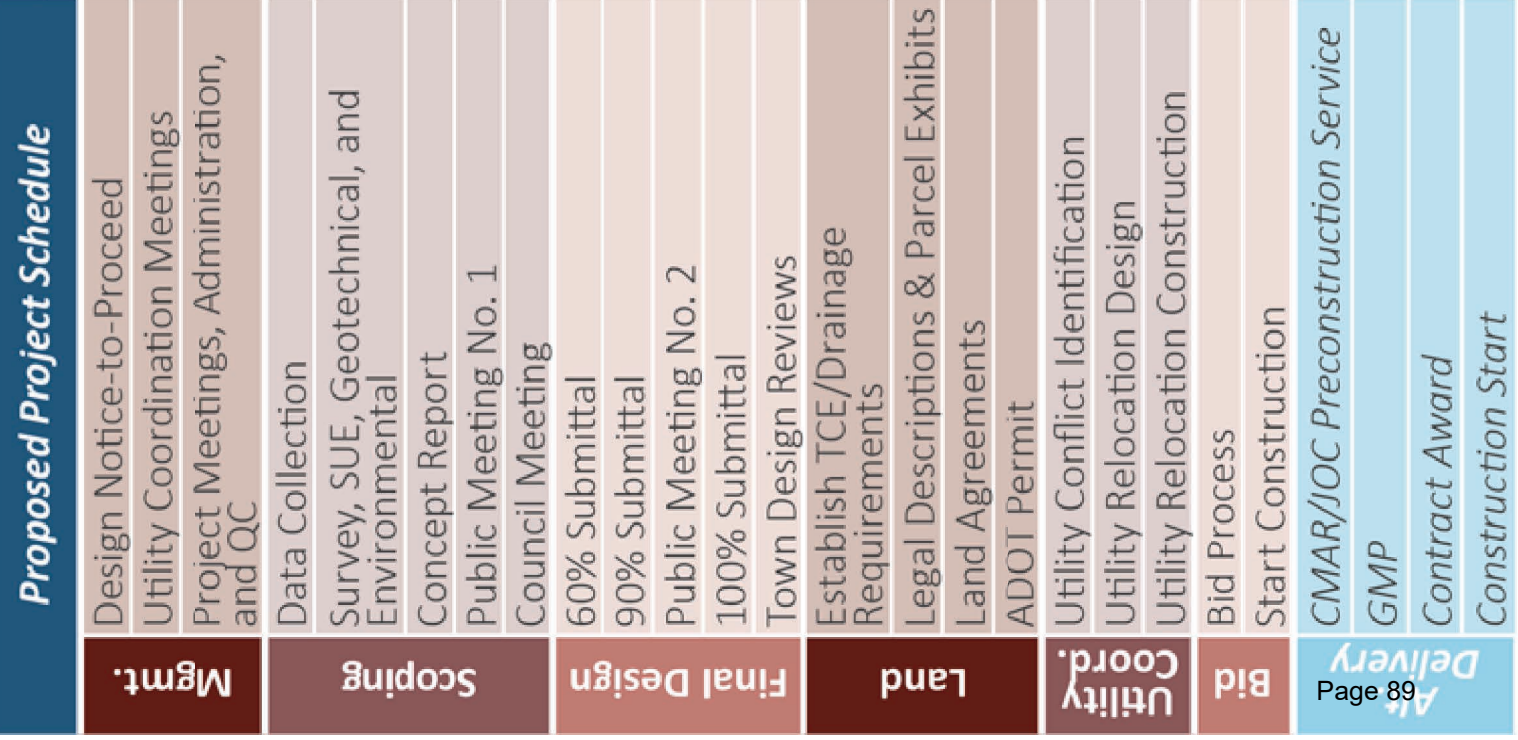


Joe Cherry
SUE Project Manager

Exhibit D
Proposed Schedule

Proposed Project Schedule

		2018												2019																	
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Mgmt.	Design Notice-to-Proceed	★ April 1, 2018																													
	Utility Coordination Meetings	★																													
Scoping	Project Meetings, Administration, and QC	[Green bar]																													
	Data Collection	[Green bar] (Already Begun)																													
Final Design	Survey, SUE, Geotechnical, and Environmental	[Green bar]																													
	Concept Report	★ June 1, 2018																													
Land	Public Meeting No. 1	★																													
	Council Meeting	★																													
Utility Coord.	60% Submittal	★																													
	90% Submittal	★																													
Bid	Public Meeting No. 2	★																													
	100% Submittal	★																													
Delivery	Town Design Reviews	★																													
	Establish TCE/Drainage Requirements	★																													
Construction	Legal Descriptions & Parcel Exhibits	★																													
	Land Agreements	★																													
CMAR/IOC Preconstruction Service	ADOT Permit	★																													
	Utility Conflict Identification	★																													
GMP	Utility Relocation Design	★																													
	Utility Relocation Construction	★																													
Contract Award	Bid Process	★																													
	Start Construction	★																													
Construction Start	CMAR/IOC Preconstruction Service	[Green bar]																													
	GMP	Initial [Green bar]																													
Construction Start	Contract Award	★ February Council																													
	Construction Start	★ March 2019																													



★ = Milestone

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

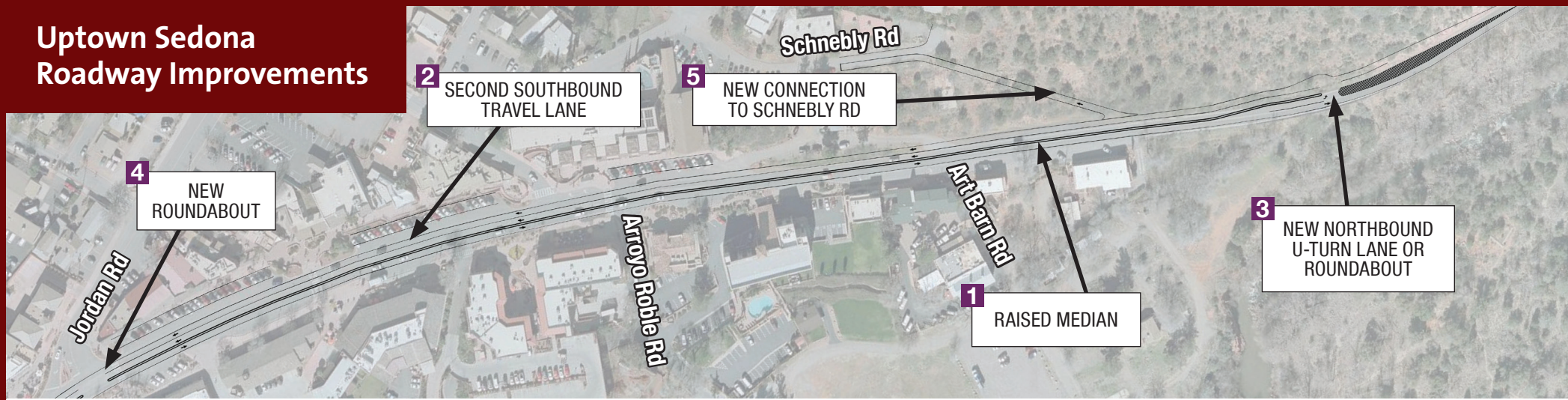
Address

Printed Name

City State Zip

Title

Uptown Sedona Roadway Improvements



PROJECT DESCRIPTION:

- 1** Construct a raised median with decorative fence to direct pedestrians to controlled crossings.
- 2** Construct an additional southbound travel lane on SR 89A through Uptown.
- 3** Construct a turnaround or roundabout at the north end (e.g. at Art Barn).
- 4** Construct a roundabout at the south end (Jordan Road) of Uptown on SR 89A.
- 5** Create one-way access from 89A to free parking via Schnebly Road (see #5 on the map above).

BENEFITS:

- ◆ With no traffic, it takes 7 minutes to travel from the Trout Farm to the Y. In severe congestion it takes 42 minutes. This level of severe congestion occurred on 7 days between February 1 and June 4, 2017. With this strategy, a severely congested trip would be reduced from 42 minutes, to 15 minutes.
- ◆ Raised median reduces turning movement conflicts and uncontrolled pedestrian crossings.

- ◆ Roundabouts facilitate U-turns and serve to keep vehicles consistently moving at safe speeds.

COSTS:

- ◆ Total estimated cost is \$3.6M.

TRADEOFFS:

- ◆ Lengthy disruption from construction.
- ◆ Possible loss of some landscape area, seating and sidewalk at Jordan Road to expand roadway.
- ◆ Expands two lanes of traffic to three, impacting pedestrian crossings and overall character in Uptown.
- ◆ Possible added traffic near Schnebly Road.

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**CITY COUNCIL
AGENDA BILL**

**AB 2336
March 27, 2018
Regular Business**

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

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

City Attorney Approval	Reviewed 3/19/18 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	None.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

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

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.