

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, OCTOBER 9, 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/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - September 25, 2018 City Council Regular Meeting. 
- b. Minutes - September 26, 2018 City Council Special Meeting. 
- c. Minutes - September 27, 2018 City Council Special Meeting. 
- d. Approval of Proclamation, Sedona Kindness Day, November 13, 2018. 
- e. AB 2425 Approval of a Resolution authorizing an Intergovernmental Agreement between the City of Sedona and the Yavapai-Apache Nation regarding an option to purchase effluent from the City's wastewater treatment facility. 
- f. AB 2426 Approval of a Settlement Agreement between the City of Sedona and Oak Creek Mobilodge regarding historic pumping of wastewater from Oak Creek Mobilodge and future connection to the City's wastewater collection system. 
- g. AB 2427 Approval of award of a Professional Services Contract with Carollo Engineers, Inc. in the approximate amount of \$110,852 for design services for the WWRP Tertiary Filter Improvements Project. 
- h. AB 2430 Approval of changes to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies. 

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, Sedona Kindness Day, November 13, 2018.

8. REGULAR BUSINESS

- a. AB 2428 **Discussion/possible direction** regarding a request for comments from the City Council as a referral agency to Yavapai County regarding a proposal to change the zoning and zoning map for an approximately 172-acre parcel located west of Sedona for the development of a senior-oriented Manufactured Home and Recreational Vehicle Community known as Rojo Grande Sedona. 
- b. AB 2429 **Discussion/possible direction** regarding the 30th anniversary of the incorporation of the City of Sedona on January 4, 1988. 
- c. **Reports/discussion** on Council assignments.
- d. **Discussion/possible action** on future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Page 2, City Council Meeting Agenda Continued

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: _____

By: _____

Susan L. Irvine, CMC
City Clerk

Note: Pursuant to A.R.S. § 38-431.02 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
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 25, 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.

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, and Councilor Jessica Williamson.

Staff Present: Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., City Engineer/Public Works Director Andy Dickey, Associate Engineer James Crowley, Assistant Engineer Ryan Mortillaro, Chief of Police David McGill, Assistant Community Development Director Warren Campbell, Senior Planner Cary Meyer, Associate Planner Matt Kessler, Parks & Recreation Manager Rachel Murdoch, City Manager Administrative Assistant Heather Klomprens, Sustainability Coordinator McKenzie Jones, Arts & Culture Coordinator Nancy Lattanzi, City Clerk Susan Irvine.

2. City's Vision

A video of the City's Vision was played.

3. Consent Items

- a. **Minutes - September 11, 2018 City Council Regular Meeting.**
- b. **Minutes - September 12, 2018 City Council Special Meeting.**
- c. **AB 2353 Approval of a recommendation regarding a Series 10 Beer & Wine Store Liquor License for Garcias Market, 2550 W State Route 89A #4&5, Sedona, AZ (File #29692).**

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

4. Appointments – None.

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

Vice Mayor Martinez stated that the last of the Friday night movies is this Friday and will be an Avengers movie. Wagfest and Fair will take place on Saturday and there is more information on the City's website on this and other Parks & Recreation programs and events. Karen Osburn introduced the following new employees and welcomed them to the City staff: City Manager Administrative Assistant Heather Klomprens and Sustainability Coordinator McKenzie Jones.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards – None.

8. Regular Business

- a. AB 2423 Discussion/possible direction regarding the creation of the Sedona Revolving Art Walls program at Sunset Park.**

Presentation by Rachel Murdoch.

Questions and comments from Council.

By majority consensus, Council agreed that staff should proceed with the program.

- b. AB 2414 Public hearing/discussion/possible action regarding a request for Preliminary Plat approval to allow for a nine (9) unit subdivision at 100 Racquet Road. The property is zoned RS-18a and is located at the northeast corner of Racquet Road and Salido Del Sol. APN: 408-11-243A Applicant: HD Hannah Development LLC (Michael Roberts) Case Number: PZ17-00016 (SUB).**

Vice Mayor Martinez recused himself due to a personal financial interest in this matter and left the dais at 5:03 p.m.

Presentation by Matt Kessler and Cari Meyer.

Questions from Council.

Opened the public hearing at 5:19 p.m.

No comments were received.

Closed the public hearing and brought back to Council at 5:19 p.m.

Comments from Council.

Motion: Councilor Thompson moved to approve the proposed Preliminary Plat as set forth in case number PZ17-00016 (SUB), Foothills South Unit 5, based on compliance with all ordinance requirements and satisfaction of the subdivision criteria and applicable Land Development Code requirements and the conditions as outlined in the attached staff report. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Currivan, Jablow, Lamkin, Thompson, and Williamson) and zero (0) opposed.

Vice Mayor Martinez returned to the dais at 5:20 p.m.

- c. AB 2352 Public hearing/discussion/possible action regarding a request for a Preliminary Plat to allow for a three (3) unit townhouse subdivision at 460 Peach Lane. The property is zoned RM-3 and is located on the corner of Sunset Lane and Peach Lane. APN: 401-14-100 Applicant: Verde Valley Habitat for Humanity (Tania Simms) Case Number: PZ18-00001 (SUB).**

Presentation by Matt Kessler and Cari Meyer.

Questions from Council.

Opened the public hearing at 5:39 p.m.

No comments were received.

Closed the public hearing and brought back to Council at 5:39 p.m.

Comments from Council.

Motion: Councilor Jablow moved to approve the proposed Preliminary Plat as set forth in case number PZ18-00001 (SUB), Habitat for Humanity Triplex, based on compliance with all ordinance requirements and satisfaction of the subdivision criteria and applicable Land Development Code requirements and the conditions as outlined in the attached staff report. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Currivan, Jablow, Lamkin, Thompson, and Williamson) and zero (0) opposed.

Break at 5:40 p.m. Reconvened at 5:57 p.m.

- d. AB 2424 Discussion/possible action regarding the City Council's selection criteria and process to fill Commission and Board vacancies, and possible amendments to the City of Sedona City Council Rules of Procedure and Policies Document to reflect said changes.**

Questions and comments from Council.

By majority consensus, Council directed the City Attorney to change the wording of Rule 5.B.2. to remove liaison and allow for a Mayor's designee and to remove the Board of Adjustment from Rule 5.D.1.

- e. Reports/discussion on Council assignments – None.**
- f. Discussion/possible action on future meeting/agenda items**

Mayor Moriarty advised that there are work sessions tomorrow at 3:00 p.m. and Thursday at 8:00 a.m.

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 6:27 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 25, 2018.

Susan L. Irvine, CMC, City Clerk

Date

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**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, September 26, 2018, 3:00 p.m.**

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

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

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

Staff Present: Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Assistant Community Development Director Warren Campbell, Senior Planner Cynthia Lovely, Senior Planner Cari Meyer, Senior Planner Mike Raber, Associate Engineer James Crowley, Assistant Engineer Ryan Mortillaro, Economic Development Director Molly Spangler, Sustainability Coordinator McKenzie Jones, Deputy City Clerk Valerie Webber.

2. Special Business

a. AB 2408 Discussion/possible direction regarding the draft Land Development Code and update process.

Presentation by Mike Raber, Karen Osburn, Warren Campbell, Cynthia Lovely, Cari Meyer, and Clarion Associates Planners Matt Goebel and Tareq Wafaie.

Questions from Council.

Opened to the public at 4:15 p.m.

The following spoke on this item: Max Licher, Sedona.

Brought back to Council at 4:21 p.m.

Presentation continued.

Opened to the public at 4:44 p.m.

The following spoke on this item: Max Licher, Sedona.

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

Presentation continued.

Comments from Council.

Break at 5:02 p.m. Reconvened at 5:17 p.m.

Opened to the public at 5:17 p.m.

The following spoke on this item: Marci Taylor, Sedona.

Brought back to Council at 5:19 p.m.

Presentation continued.

Comments from Council.

By majority consensus, Council directed staff as follows:

Exhibit B: Move forward with staff recommendations with no additional changes or additions.

Exhibit A:

1) Oak Creek Heritage Area:

- Move forward as drafted adding that staff clarify how density increases are applied to properties.

2) Additional flexibility to implement CFA's:

- Accept staff's proposal authorizing the Community Development Director to approve flexible alternatives to lot, building, and site development standards when the alternative will further the implementation of approved CFA planning areas (e.g., density, lot coverage, setbacks).

3) Dwelling uses – definitions and measurement:

- Bring back a proposal for discussion regarding restrictions on smaller unit sizes (not SFR) to be counted as less than a full dwelling unit for purposes of density measurement.
- Move forward with co-housing as drafted.

b. Discussion/possible action on future meeting/agenda items - None.

3. 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:

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

No Executive Session was held.

4. Adjournment

Mayor Moriarty adjourned the meeting at 5:54 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 26, 2018.

Valerie Webber, Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Thursday, September 27, 2018, 8:00 a.m.**

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

Mayor Moriarty called the meeting to order at 8:00 a.m.

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

Staff Present: Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Assistant Community Development Director Warren Campbell, Senior Planner Cynthia Lovely, Senior Planner Cari Meyer, Senior Planner Mike Raber, Deputy City Clerk Valerie Webber.

2. Special Business

a. AB 2408 Discussion/possible direction regarding the draft Land Development Code and update process.

Presentation by Mike Raber, Karen Osburn, Warren Campbell, Cari Meyer, and Clarion Associates Planners Matt Goebel and Tareq Wafaie.

Questions and comments from Council.

Break at 9:56 a.m. Reconvened at 10:16 a.m.

Presentation continued.

Further comments from Council.

By majority consensus, Council directed staff as follows:

Exhibit A:

4) High-density lodging:

- **Approve as proposed with no changes.**

5) Mobile food vending:

- **Add that more than one mobile food vendor can be on a lot during special events with issuance of a Temporary Use Permit (TUP).**
- **Bring back for further discussion.**

6) Accessory uses allowed:

- **Approve as proposed with no changes.**

Article 5 – Architectural Style and Character:

- **Bring back a proposed rule with specific language that implies more of the City’s intent related to architectural style and character.**

Article 5 – Exterior Lighting

- **Clarify language regarding motion sensor lights.**

b. Discussion/possible action on future meeting/agenda items - None.

3. 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.

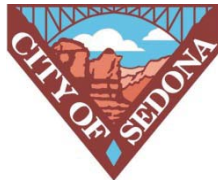
4. Adjournment

Mayor Moriarty adjourned the meeting at 10:32 a.m. without objection.

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

Valerie Webber, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Katie Hamilton
Contact Phone Number	928-203-4854
Contact Mailing Address	55 Garnet Hill Dr. Sedona AZ. 86336
Contact Email Address	Katiehamilton@suddenlink.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Sedona Kindness Day
Website Address (if applicable)	SedonaKind.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sandy Moriarty, John Martinez
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	November 13, 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.	Katie Hamilton 928-203-4854 katiehamilton@suddenlink.net Jawn McKinley 928-282-2690 Jawn@jsedona.net Joy Sinnott 1-970-946-3981 joymsinnot@msn.com

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

The mission of Cornucopia Community Advocates is "to improve community spirit and effectiveness by sharing resources". It is involved in direct service programs and in community resource development, such as the SedonaKind Project. The mission of SedonaKind is "to encourage acts of kindness, large and small, locally and around the world".

SedonaKind, a project of Cornucopia, began in November 2015 in Sedona. Accomplishments: We continue to create and distribute kindness charms, to date the more than 6000 to all 50 states and to 43 countries around the world. We have partnered with 17 local NPO's and organizations to create kindness events and programs. We have been asked to speak at local churches, PEO and Rotary meetings, Sedona Retired Teachers and Sedona Car Club. Our past two years of Sedona Kindness Day activities have been successful and well attended. Our signature project Operation Special Delivery has, in three years, honored 350 local unsung heroes in our community. Our Kindness in Schools Committee will be returning to West Sedona School for the third year to offer reading and activity programs to grades K-3 on a regular basis. SedonaKind is also concentrating fundraising efforts this year on helping to support teachers and their needs, and have already given gift and grocery cards to every teacher in West Sedona and Big Park Schools during Teacher Appreciation Week.

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?

Sedona Kindness Day will be coordinated with World Kindness Day, which is always on November 13th, and we would be honored to have again a proclamation from the City of Sedona. This year the 13th will be just one week after the mid term elections, and what better time to bring our community together with the empowerment of kindness. Our activities will bind us all together with a common purpose for good. The film we will show in partnership with SIFF is an inspiring one about teachers and children, and our community surely needs some healing around that subject. Funds generated from the two showings will benefit teachers, and we already have a matching donor. Our Gratitude Trees will return by request at 6 locations, and residents will have the chance to bear witness to what they are grateful for and to see what their fellow citizens value. We will hopefully partner with several groups to host a Community Kindness Conversation for the public. All events will be publicized in all of the local media and through email broadcasts with our partners. Our favorite quote is " Be kind whenever possible. It is always possible." A proclamation from our city declaring the importance of kindness, and joining in a World Kindness Day makes our events and activities resonant and meaningful to our whole city and community.

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
Sedona Kindness Day
November 13, 2018**

WHEREAS, "Kindness gives birth to kindness"- Sophocles; and

WHEREAS, "Kindness is the language the deaf can hear and the blind can see"- Mark Twain; and

WHEREAS, "Deeds of kindness are equal in weight to all the commandments"- The Talmud; and

WHEREAS, kindness is a fundamental part of the human condition which bridges the divides of race, religion, politics, and gender; and

WHEREAS, in 1998, World Kindness Day was introduced by the World Kindness Movement, to highlight good deeds in all communities, focusing on the positive power and the common thread of kindness that binds us; and

WHEREAS, a group of Sedona citizens formed SedonaKind to help spread kindness and encourage acts of kindness locally and around the world, and to urge all citizens to create their own acts of kindness, to pay it forward, and to match the magic and transformative powers of our Red Rocks with the kindness of all the citizens who live here.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the historical value and the international commitment to observing a day to celebrate kindness, do hereby proclaim Tuesday, November 13, 2018 as Sedona Kindness Day and encourage all citizens of Sedona to acknowledge and take to heart the statement by Seneca "Wherever there is a human being, there is an opportunity to be kind".

Issued this 9th day of October, 2018.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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**CITY COUNCIL
AGENDA BILL**

**AB 2425
October 9, 2018
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Resolution authorizing an Intergovernmental Agreement between the City of Sedona and the Yavapai-Apache Nation regarding an option to purchase effluent from the City's wastewater treatment facility.

Department	Legal
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Resolution B. IGA

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a resolution authorizing an IGA with the Yavapai-Apache Nation.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

In 2017, the City was approached by the Yavapai-Apache Nation (YAN) with an inquiry about purchasing some of the A+ effluent generated at the City's wastewater treatment facility. The YAN was developing possible solutions to settle their water entitlement rights associated with the reservation of their land. Long-term use of the City effluent for purposes of redistribution back into either the underground aquifer or the surface flow of the Verde River would generate a specific quantity of water for the YAN to apply toward sustaining its future water needs.

After discussing the concept with the YAN for several months, a draft intergovernmental agreement (IGA) was negotiated to memorialize the granting by the City to the YAN of a three (3) year exclusive option to negotiate the purchase of a specific quantity of the City's effluent.

The IGA presented for approval under this item only binds the City to negotiate in good faith with the YAN should the YAN choose to exercise its option during the three (3) year period. The IGA also excludes the effluent needed by the City to maintain its wetlands complex, and any additional water identified during the potential negotiations.

Community Plan Consistent: Yes - No – Not Applicable

Board/Commission Recommendation: Applicable – Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution No. 2018-__, a Resolution of the Mayor and Council of the City of Sedona, Arizona, approving an intergovernmental agreement between the City of Sedona and the Yavapai-Apache Nation regarding an option to purchase effluent from the City's wastewater treatment facility.

RESOLUTION NO. 2018-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI-APACHE NATION FOR AN OPTION TO CERTAIN RECLAIMED WATER ENTITLEMENTS.

WHEREAS, the Yavapai-Apache Nation (“Nation”) in cooperation with the City of Sedona (“City”) is evaluating the potential for the development of a project in the Verde River Watershed (Project) for the potential discharge or recharge of highly treated, Class A+ reclaimed water produced by the City’s Wastewater Reclamation Plant (“WWRP”); and

WHEREAS, the development of the Project represents a mutually beneficial opportunity for the City and the Nation, as it could provide water resources for the Nation, while also providing a definitive, low maintenance effluent management option for the City; and

WHEREAS, the Nation is investing substantial financial resources in the study and analysis of the Project to determine the legal and technical feasibility of this mutually beneficial Project; and

WHEREAS, the Nation requests additional assurances that the City will preserve for the Nation an exclusive option for certain existing and future reclaimed water entitlements while the Nation evaluates the technical feasibility of the Project; and

WHEREAS, the City desires to provide the Nation with an exclusive option to acquire certain existing and future reclaimed water entitlements produced by the City’s WWRP;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Yavapai-Apache Nation and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED this 9th day of October, 2018 by the Mayor and Council of the City of Sedona, Arizona.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEDONA AND
THE YAVAPAI-APACHE NATION FOR THE STUDY AND ANALYSIS OF
ALTERNATIVE USES OF RECLAIMED WATER SOURCES IN THE VERDE RIVER
WATERSHED AND FOR AN OPTION TO CERTAIN RECLAIMED WATER
ENTITLEMENTS**

THIS AGREEMENT is entered into this ___ day of _____, 2018, by and between the CITY OF SEDONA, a municipal corporation of Arizona ("City"), and the YAVAPAI-APACHE NATION, a federally recognized Indian Tribe pursuant to the Indian Reorganization Act of 1934, 48 Stat. 484 *et seq.* ("Nation"), subject to the terms, conditions and recitals set forth as follows:

WHEREAS, the City and the Nation are collectively referred to as "Parties" or singularly referred to as "Party" in this Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 9-240; and

WHEREAS, the Nation is authorized to enter into this Agreement pursuant to Article V(b) of the Constitution of the Yavapai-Apache Nation; and

WHEREAS, the Nation, in cooperation with the City, is evaluating the potential for the development of a project in the Verde River Watershed (Project) for the potential discharge or recharge of highly treated, Class A+ reclaimed water produced by the City's Wastewater Reclamation Plant ("WWRP"); and

WHEREAS, the development of the Project represents a mutually beneficial opportunity for the City and the Nation, as it could provide water resources for the Nation, while also providing a definitive, low maintenance effluent management option for the City; and

WHEREAS, the City has expressed an interest in pursuing effluent management options in partnership with the Nation that could include the development and permitting of the Project; and

WHEREAS, the Nation is investing substantial financial resources in the study and analysis of the Project in order to determine the legal and technical feasibility of this mutually beneficial Project; and

WHEREAS, the Nation requests additional assurances that the City will preserve for the Nation an exclusive option for certain existing and future Reclaimed Water Entitlements produced by the City's WWRP while the Nation works with the City to fully develop the legal, technical, and financial information necessary to determine the feasibility of the Project while the Parties also engage in good faith negotiations

regarding the terms and conditions under which the City would agree to transfer its Reclaimed Water Entitlement to the Nation or its designee as part of the Project; and

WHEREAS, the City desires, during the term of this Agreement, to provide the Nation with an exclusive Option to acquire certain existing and future Reclaimed Water Entitlements produced by the City's WWRP, and the Nation desires to acquire such an Option, as more fully described in this Agreement;

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 agreed as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the City and Nation will work together to explore the mutual benefits of the Project for their respective communities.
2. **Definitions.** The following terms shall have the following meanings unless the context requires otherwise:

Confidentiality Agreement means the Confidentiality and Non-Disclosure Agreement Between the Yavapai-Apache Nation and the City of Sedona, executed by the Sedona City Manager on June 14, 2017.

Confidential Information means the information defined as "Confidential Information" in Paragraph 1 of the Confidentiality Agreement.

Effective Date means the date that both Parties have taken all actions necessary to empower the Parties to enter into and bind themselves to the terms, requirements, and obligations of this Agreement, and said Agreement has been finally approved and fully executed by the Parties.

Option means an exclusive option to acquire all right, title, and interest to the City's Reclaimed Water Entitlement for delivery to the Nation or its designee at the WWRP, subject to the terms and conditions set forth in this Agreement.

Option Period means the three (3) year term of this Agreement and any successive one (1) year renewal terms, unless the Agreement is terminated as provided for in accordance with this Agreement.

Project means the potential permitting and construction of facilities and infrastructure needed to take delivery of the City's Reclaimed Water Entitlement at the City's WWRP for delivery and use in the Verde River Watershed for the benefit of the Yavapai-Apache Nation.

Reclaimed Water Entitlement means the existing and future Class A+ reclaimed water produced now or in the future by the WWRP in the approximate amount of

1,450 acre-feet annually (“AFA”). The Reclaimed Water Entitlement does not include (a) the reclaimed water needed to support the existing Sedona Wetlands Preserve that is comprised of six basins with a total water surface area of 12.2 acres or 9.6 million gallons located on approximately 27 acres of land in Effluent Management Area 2, south of the Sedona Wastewater Treatment facility; and (b) the amount of reclaimed water, if any, identified by the Parties during the good faith negotiations under Paragraph 6 of this Agreement that could be retained by the City for non-potable water use within the City’s limits consistent with the purposes of the Project.

Studies means the engineering, financial, environmental, technical, legal and other studies in existence today or that may be prepared by or for the Nation in the future in order to determine the feasibility of the Project.

Wastewater Reclamation Plant or WWRP means the wastewater reclamation plant and ancillary facilities owned by the City or its successors in interest located at 7500 W State Route 89A, Sedona, Arizona 86336 permitted by the Arizona Department of Environmental quality to treat 2.0 million gallons per day (MGD) of flow to Class A+ reclaimed water standards under Arizona law.

3. Effective Date; Term; and Termination.

- 3.1. This Agreement shall become effective on the Effective Date.
- 3.2. The Term of this Agreement shall be three (3) years unless terminated by either Party as provided for herein. The Agreement shall automatically renew for successive one (1) year terms, unless either Party provides written notice to the other not less than ninety (90) days before the end of the then current term of that Party’s decision to not renew the Agreement.
- 3.3. This Agreement may be terminated at any time by written mutual Agreement of the Parties.
- 3.4. If either Party fails to perform or violates any material obligation of this Agreement, and the default or breach is not cured within thirty (30) days of receiving written notice specifying the default or breach, the non-defaulting Party may terminate this Agreement.
- 3.5. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination, except that the provisions of Paragraphs 7 and 8 shall survive the expiration or termination of this Agreement.

4. Responsibilities of the City.

- 4.1. The City hereby grants to the Nation the Option to acquire all right, title, and interest to the City’s Reclaimed Water Entitlement for delivery to the Nation or

its designee at the WWRP during the Option Period, subject to the terms and conditions set forth in this Agreement.

- 4.2. If the Nation elects to exercise its Option to acquire the Reclaimed Water Entitlement under subparagraph 4.1, the Nation shall notify the City in writing of its intent to exercise its Option prior to the expiration of the Option Period. Failure of the Nation to provide notice prior to the expiration of the Option Period shall be deemed a waiver by the Nation of its Option.
- 4.3. During the Option Period, the City shall work in good faith with the Nation and promptly provide the information reasonably requested by the Nation, in order to allow the Nation and its consultants and representatives to conduct the necessary Studies to determine the legal, technical, and financial feasibility of the Project.
- 4.4. During the Option Period, the City shall not grant, or offer to grant, to any party other than the Nation, any right to or expectation in the Reclaimed Water Entitlement.

5. Responsibilities of the Nation.

- 5.1. The Nation shall use commercially reasonable efforts to complete the Studies during the Option Period, subject to any time limitations or other restrictions that may be imposed by federal or state agencies or under applicable law.
- 5.2. The Nation shall provide the City with an update on the progress of the Studies at least semi-annually or at more frequent intervals at the reasonable request of the City. As more fully provided in paragraph 7 of this Agreement, the City agrees not to use for any purpose, disclose to any third party, or publish any data or information disclosed to the City during the progress updates required by this paragraph without prior written consent of the Nation or properly issued order from a court of competent jurisdiction. In the event of a legal challenge to compel the City to disclose any confidential data or information, the City shall provide the Nation with notice in advance of any legal proceeding so that the Nation may have an opportunity to intervene on its own behalf.
- 5.3. The Nation shall notify the City at any time during the Option Period if the Nation determines not to exercise its Option granted under paragraph 4.1. The Option shall terminate upon receipt by the City of such notice under this paragraph.

6. Negotiations for the Transfer of City's Ownership Interest in the Reclaimed Water Entitlement. Upon notice by the Nation of its decision to exercise the Option pursuant to paragraph 4.1, or earlier if mutually agreed to by the Parties, the City and the Nation shall enter into good faith negotiations regarding the terms and conditions for the City to transfer all right, title, and interest in the City's Reclaimed

Water Entitlement to the Nation or its designee. If the Parties cannot in good faith reach agreement on the terms under which the City will transfer ownership of the Reclaimed Water Entitlement to the Nation or its designee within six (6) months after the date the Nation has chosen to exercise its Option, or the Nation chooses to not exercise its Option during the Option Period as provided for in paragraph 5.3, the City shall be relieved of any obligation to the Nation regarding City's Reclaimed Water Entitlement.

7. **Confidentiality.** The provisions of the Confidentiality Agreement shall be applied to any Confidential Information disclosed by either Party to the other in connection with this Agreement.
8. **Ownership of Confidential Information.** Each Party owns its Confidential Information shared pursuant to this Agreement. Nothing in this Agreement shall be construed to alter or transfer any such ownership interest from one Party to another.
9. **Liability.** Except as otherwise provided in this Agreement, each Party shall assume liability for its own negligence and any damages that result from that negligent action or inaction.
10. **Insurance.**
 - 10.1. The City shall carry sufficient insurance to cover the activities outlined in this Agreement, and shall hold the Nation harmless and indemnify the Nation from any and all liability that may result from the negligent acts or omissions of the City's employees or agents.
 - 10.2. The Nation 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 that may result from the negligent acts or omissions of the Nation's employees or agents.
11. **Notices.** All notices, demands, consents, approvals, requests or other communications which either Party to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given to the following:

City: City Manager
City of Sedona
102 Roadrunner Dr.
Sedona, Arizona 86336

Nation: Chairperson
Yavapai-Apache Nation
2400 W. Datsi Street
Camp Verde, Arizona
86322

With a Copy to: Attorney General
2400 W. Datsi Street
Camp Verde, Arizona
86322

12. **Costs.** The Parties shall each bear their own costs associated with meeting their respective obligations under this Agreement.
13. **Dispute Resolution.** The City and Nation agree that any and all disputes, claims or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the this Agreement, including but not limited to breach thereof (“dispute”), that cannot be resolved informally by the Parties will be submitted to a qualified, neutral mediator who will work to achieve with the Parties a mutually acceptable resolution of the dispute. The mediator is not empowered to impose a solution on the Parties.
- 13.1. Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the subject of the dispute and the relief requested. Thereafter, the Parties will cooperate with one another in selecting a qualified mediator and in scheduling the mediation proceedings.
- 13.2. The Parties agree to participate in the mediation in good faith and to share equally in the costs of mediation.
- 13.3. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or its employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 13.4. Any legal action arising from a dispute under this Agreement that cannot be resolved through mediation shall be resolved as follows: (a) Any claims against the Nation arising under this Agreement shall be resolved according to the laws of the Yavapai-Apache Nation and the Nation’s Tribal Courts shall have exclusive jurisdiction over any action filed by the City against the Nation under this Agreement. This Agreement shall not be construed as a waiver of sovereign immunity of the Yavapai-Apache Nation or the Nation’s employees, officers and agents, except to the limited extent provided in this subparagraph 13.4; and (b) Any claim brought by the Nation against the City shall be resolved according to the laws of the State of Arizona in the Arizona Superior Court for Yavapai County.

14. Miscellaneous.

- 14.1. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
- 14.2. In their respective performances under this Agreement, the Parties shall comply with all applicable laws, statutes, rules, regulations and ordinances including without limitation, those governing wages, hours, employment discrimination and safety.
- 14.3. This Agreement constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, understandings, negotiations, representations and understandings of the Parties, oral or written, are hereby superseded by this Agreement.
- 14.4. Except as otherwise specifically provided herein, no change or addition is to be made to this Agreement except by written amendment approved by the Yavapai-Apache Nation and City of Sedona.
- 14.5. No waiver by any Party of a breach of this Agreement will be construed as a waiver of a succeeding breach of the same or any other covenant of this Agreement. No delay in exercising any right granted by this Agreement will constitute a waiver of that right. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.
- 14.6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- 14.7. The captions used in this Agreement are inserted for convenience in reference only and are not to be used to interpret or construe this Agreement.
- 14.8. The recitals to this Agreement are hereby affirmed by the Parties as true and correct and are incorporated in and made a part of this Agreement by this reference.
- 14.9. Each of the Parties represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to bind the Party on whose behalf each such individual is signing.
- 14.10. This Agreement is the result of negotiations by and between the Parties and has been reviewed by attorneys for the Yavapai-Apache Nation and by the

Sedona City Attorney. Therefore, any ambiguity in this Agreement is not to be construed against either Party.

- 14.11. Any Notice by any Party to the other shall be considered duly served and delivered in person to the office of the authorized representative listed in paragraph 11, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed in paragraph 11. Any Party may change its representative or the address thereof by giving the other written notice.
- 14.12. Failure or unreasonable delay by any Party to perform or act in accordance with any term or condition of this Agreement shall constitute a breach of this Agreement.
- 14.13. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matter contemplated in this Agreement.
- 14.14. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 14.15. Neither Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the written consent of the other Party.
- 14.16. In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
- 14.17. This Agreement may be canceled without penalty pursuant to A.R.S. § 38-511 in the event there is a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the respective Parties.

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

THE CITY OF SEDONA

By: _____

Title: _____

Date: _____

YAVAPAI-APACHE NATION

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

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**CITY COUNCIL
AGENDA BILL**

**AB 2426
October 9, 2018
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of a Settlement Agreement between the City of Sedona and Oak Creek Mobilodge regarding historic pumping of wastewater from Oak Creek Mobilodge and future connection to the City’s wastewater collection system.

Department	Legal
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Settlement Agreement

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required
		\$ 0
City Manager’s Recommendation	Approve the Settlement Agreement between the City of Sedona and Oak Creek Mobilodge.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: In 1979, a wastewater disposal plan (208 Plan) was adopted for the Sedona area in which 208 Plan was the development of an acceptable wastewater plan for the area.

In 1988, the City was notified by the Arizona Department of Environmental Quality that the City must construct a centralized sewer system; and at a special election held on June 6, 1989, the City was authorized to engage in the business of constructing and maintaining a central sewer system and wastewater treatment plant for the citizens of the community.

In 1990, the City adopted Ordinance 90-13 to regulate the management of the wastewater collection and treatment system. Following the authorization to construct the wastewater collection and treatment system, the City determined that was not cost-effective at that time to construct a deep service lateral to the Oak Creek Mobilodge (OCM) property which had, and continues to have, a system for wastewater collection to which City installed a service lateral at a depth of five (5) feet in lieu of the construction of a deep service lateral. Since installation of the shallow service lateral, OCM has pumped wastewater into the City’s system. As consideration for not constructing the deeper lateral, the City agreed to periodically pump certain collection tanks that are part of OCM’s wastewater system. A tank

pumping agreement was executed in 1993 to reimburse OCM for the cost of pumping the tanks.

The tank pumping agreement has become increasingly difficult to interpret and manage over the past several years. Additionally, City staff has determined that construction of a standard, deep service lateral to the OCM property is in the best interest of the community.

The Parties desire to enter into this Agreement to forever resolve all past, present, or potential disputes existing between them relating to the City's system, OCM's wastewater system, and any associated pumping obligations.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve a Settlement Agreement between the City of Sedona and Oak Creek Mobilodge regarding historic pumping of wastewater from Oak Creek Mobilodge and future connection to the City's wastewater collection system.

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date set forth below, by and between the City of Sedona (“City”) and The Campbell Family Trust as the owner/operator of the Oak Creek Mobilodge (“Owner”). The City and Owner may be referred to collectively herein as the Parties.

RECITALS

WHEREAS, Owner is the certain real property in the City of Sedona located at 1136 and 1156 SR 179, otherwise known as the Oak Creek Mobilodge; and

WHEREAS, Owner’s property has a system for wastewater collection to which City installed a service lateral at a depth of five (5) feet in lieu of the construction of a deep service lateral; and

WHEREAS, in 1993 it was determined Owner’s system would pump into City’s system and City would not install a deep service lateral; and

WHEREAS, the connection of Owner’s wastewater system to City’s system was approved by City and completed; and

WHEREAS, as consideration for not constructing the deeper lateral, City agreed to periodically pump certain collection tanks that are part of Owner’s wastewater system; and

WHEREAS, the Parties desire to enter into this Agreement to forever resolve all past, present, or potential disputes existing between them relating to City’s installation of a service lateral at a depth of five (5) feet in lieu of the construction of a deep service lateral, and any associated pumping obligations. Each party acknowledges that this Agreement is the product of a compromise and settlement of disputed claims;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

COVENANTS

1. **Recitals.** The foregoing Recitals are incorporated as part of these Covenants, and the Parties hereto represent and warrant the truth of all that is contained in the Recitals. The Parties agree that the Covenants set forth herein (including the above Recitals) are contractual and constitute part of the Agreement between the Parties and are not mere recitals.
2. **Cost Sharing.** The City is responsible for paying fifty percent (50%) of the actual cost to construct an eight inch (8”) mainline sewer connection from the City’s wastewater collection system to/on Owner’s property (“Project”). Owner has submitted, and the City has approved, plans for improvements to Owner’s wastewater system, including plans for the mainline. The City’s fifty percent (50%) obligation to participate includes the actual cost of design, engineering, construction and permit costs. The City’s portion of

the aforementioned costs shall be remitted as reimbursements to Owner within thirty (30) days following the receipt by City of properly submitted invoices detailing the costs incurred by Owner or, in the alternative and at Owner's discretion, shall be paid directly to the invoicing party. City shall be entitled to review and comment on the content of any invoice submitted for reimbursement prior to remitting payment to Owner or the invoicing party.

Owner shall procure any and all design, engineering and construction services as required to complete the work associated with the Project. Such design, engineering and construction services shall be procured in a manner consistent with the Sedona City Code and City's established Purchasing Policy in effect on the date of this Agreement. At a minimum, Owner shall obtain no less than three (3) qualified bids for services prior to executing any separate agreement for construction services pursuant to this Agreement. City staff shall review and comment, as necessary, on any bid for construction services prior to the execution of any contract for services.

City's obligations to share in fifty percent (50%) of the costs for the Project shall be conditioned upon authorization by the Sedona City Council of budget and spending authority for the Project as an approved capital improvement project through its annual budget approval process. City staff agrees to present the Project as a part of the proposed capital improvement program for approval by the Sedona City Council for the 2019/2020 fiscal year beginning on July 1, 2019, or a subsequent fiscal year if the Project is not ready to proceed at that time. The City Council will approve budget and spending authority as related to the Project based on cost estimates as provided by Owner and approved by City.

Owner will be required to apply for and obtain approval from the Arizona Department of Environmental Quality (ADEQ) for approval to construct and discharge authorization. The City shall be copied on all permit authorizations from ADEQ. In addition, the City shall be notified at least three days in advance of construction beginning, City inspection is required during construction. Owner shall apply for and obtain a city wastewater permit for construction, however, permit fees will be waived.

The City shall not be responsible for any increases in the time for completion or cost of any design, engineering or construction services unless the City participates in and approves of a formal change order. Owner understands and acknowledges that the City's resources are subject to annual appropriation and City does not commit to any expenditure related to the Project above that identified by the Sedona City Council in the annual budget process.

- 3. Sewer Fee Waiver.** The City agrees to waive and forgive all delinquent sewer services fees due and owing from Owner to the City as of the date of this Agreement, not to exceed the sum of Thirty-one Thousand, One Hundred Eighty-Four Dollars and Ninety-Six Cents (\$31,184.96), to forever resolve any and all past, present or future tank pumping costs incurred by Owner and which were or may have been the subject of any prior agreements between the Parties. It is agreed the total amount due and owing to

the City to become fully current for both Owner accounts (6104 and 6099) is \$29,262.50 through September 2018. The remaining portion of the \$31,184.96 shall be a credit against sewer fees due in October 2018, for a credit in the amount of \$1,922.46. It is the intention of the Parties that this Agreement shall replace and supersede any prior agreement, written or verbal, regarding any obligation of the City to reimburse or compensate Owner in any manner whatsoever for the cost of pumping any septic tanks located on or near Owner's property as identified herein. Owner acknowledges and agrees that it will be responsible for any and all fees associated with the provision of sewer service to his property, as described herein, subsequent to the execution of this Agreement.

4. **Release of City.** Effective upon (i) full execution of this Agreement, (ii) extinguishment of Owner's delinquent sewer fee account balance as described above, and (iii) completion of the mainline sewer connection to Owner's property as described herein, Owner, his heirs and assigns does hereby fully and completely release the City from any and all claims or causes of action Owner may have against City, whether known or unknown, liquidated or unliquidated, arising from or relating to the City's installation of a service lateral at a depth of five (5) feet in lieu of the construction of a deep service lateral, and any associated pumping obligations.
5. **No Admission of Liability.** It is understood and agreed that payment of any settlement funds or participation in any project shall not be construed as an admission of liability on the part of the City, and nothing stated herein shall be construed as an admission of liability on the part of Owner. This Agreement is in compromise and settlement of disputed claims.
6. **No Assignment.** Owner represents and warrants that it is the owner of the claims asserted and that such claims have not been assigned in whole or in part.
7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective predecessors, successors, representatives and assigns.
8. **Attorneys' Fees.** Should any litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties hereto, the prevailing Party or Parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection therewith.
9. **Entire Agreement.** This Agreement is a fully integrated document, containing the entire understanding among the Parties, and supersedes and integrates any prior understandings or written or oral agreements among the Parties respecting the subject matter hereof.
10. **Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles).

11. Jurisdiction and Venue. Any disputes arising hereunder are subject to the jurisdiction of the Superior Court of the State of Arizona, Coconino County. The Parties further stipulate and agree that proper venue for any such disputes shall be in Coconino County.

12. Construction. This Agreement is the result of negotiations between the Parties and shall not be construed for or against any Party but shall be construed according to its plain meaning. The subheadings are for convenience only and are not to be deemed material to the Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together, shall constitute one and the same instrument.

14. Additional Instruments and Acts. The Parties shall execute and deliver all such other instruments and take all such other action as any Party may reasonably request from time to time, before or after execution of this Agreement, in order to effectuate the transactions provided for herein.

15. Effective Date. The Effective Date of this Agreement shall be the date that the last Party executes this Agreement.

16. No Third-Party Beneficiaries. The Parties expressly acknowledge and agree that there are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CITY OF SEDONA

OWNER

By: _____

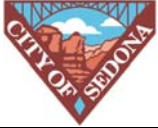
By: _____

Its: _____

Its: _____

Date: _____

Date: _____



**CITY COUNCIL
AGENDA BILL**

**AB 2427
October 9, 2018
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of award of a Professional Services Contract with Carollo Engineers, Inc. in the approximate amount of \$110,852 for design services for the WWRP Tertiary Filter Improvements Project.

Department	Wastewater
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Scope of Work

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required
		\$ 110,852
City Manager's Recommendation	Approve a contract with Carollo Engineers, Inc. for design of tertiary filters.	Amount Budgeted
		\$ 285,389 (Design & Contingency)
		Account No. 59-5320-89-6868 (Description) (Barscreens/Tertiary Filters)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a Professional Services Contract in the amount of \$110,852 for design of the Wastewater Reclamation Plant (WWRP) Tertiary Filters Improvements Project with Carollo Engineers, Inc. The scope of work includes design, cost estimating, and permitting assistance.

Background: The existing tertiary filters (sand filters) are the original filters for the Wastewater Reclamation Plant. A decrease in filter efficiency has been experienced in the past 3-4 years, in combination with increased maintenance costs, resulting in a need for upgrading the tertiary filters. The tertiary filters are an essential part of the treatment process to meet A+ water quality.

In June 2018, Carollo Engineers, Inc. completed a Tertiary Filter Evaluation which compared two alternatives to making improvements to the tertiary filter process: (1) refurbish the four existing sand filters with new equipment, or (2) retrofit the existing sand filters for cloth media filtration technology. The assessment included both monetary (20-year life cycle cost) and non-monetary criteria.

Non-Monetary Criteria:

- Experience at similar facilities
- System effluent can meet ADEQ Class A+ reclaimed water turbidity requirement
- Ease of integration into the existing WWRP
- Technology flexible to meet anticipated future regulatory requirements
- Capability to handle process upset
- Operational reliability and confidence
- Impacts on other plant processes

Monetary Evaluation:

A summary of the capital costs and Operation and Maintenance (O&M) Costs for both alternatives is shown in the table below:

Alternative	2019 Capital Cost	Annual Operation	Annual Energy	Annual Maintenance	Total O&M Costs	Net Present Value
(1) Refurbish Sand Filters	\$1,800,000	\$5,000	\$2,000	\$37,000	\$44,000	\$2,600,000
(2) New cloth media filters	\$1,300,000	\$5,000	\$200	\$29,000	\$34,200	\$1,900,000

Assessment Results

The Tertiary Filter Evaluation determined that a retrofit of the existing sand filters for cloth media filtration technology was the most beneficial alternative for the City. When compared to refurbishing existing equipment, the alternative to switch to new cloth media filters provides the following benefits:

- A 28% reduction in capital costs
- A 25% reduction in life-cycle costs (includes capital cost, annual operation costs, annual energy costs, and annual maintenance costs)
- Anticipated increase in effluent quality (turbidity) and decreased replacement of injection well cartridge filters
- Longer media lifetime
- Smaller filtration footprint

Staff is recommending moving forward with alternative 2 to move to a new cloth media filtration system and approving the Professional Services Contract with Carollo Engineers, Inc. The contract will provide design services to produce plans and technical specifications for construction. It is estimated that design will be complete in 6 months.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving this Professional Services Contract will prevent staff from moving forward with improvements to the tertiary filtration process, which would result in continued increasing maintenance and labor costs for operating the existing sand filters. Additionally, there is a potential for negative impacts in meeting regulatory requirements for Class A+ reclaimed water.

MOTION

I move to: approve award of a Professional Services Contract to Carollo Engineers, Inc., for design services for the Wastewater Reclamation Plant Tertiary Filter Improvements Project in the amount not to exceed \$110,852, subject to approval of a written contract by the City Attorney's office.

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EXHIBIT A

TERTIARY FILTER IMPROVEMENTS WASTEWATER RECLAMATION PLANT CITY OF SEDONA, ARIZONA

SCOPE OF WORK

September 18, 2018

1.0 INTRODUCTION

The following Scope of Work describes the professional services to be performed by Carollo Engineers, Inc. (hereinafter referred to as “Carollo” or “CONSULTANT”) associated with the Sedona Wastewater Reclamation Plant (WWRP) Tertiary Filter Improvements Project (hereinafter referred to as the “Project”), as approved and executed by the City of Sedona (hereinafter referred to as the “CITY”). The purpose for the Project is to develop a detailed design to support construction of Tertiary Filter Improvements.

The CONSULTANT previously developed a Tertiary Filter Evaluation report (Carollo, June 2018) to evaluate filter improvement options. Retrofitting the existing traveling bridge sand filter basins with cloth media was recommended based on performance parameters and lowest life cycle costs.

2.0 SCOPE OF WORK

The CONSULTANT will develop a detailed design package for contractor selection and subsequent construction using the design/bid/build delivery method. CONSULTANT services during the Project include the following major tasks:

- 50% Design Development
- 90% Design Development (Agency Review Set)
- 100% Final Design Development (Bid-ready Set)
- Permitting Assistance
- Project Management

TASK 100 – DETAILED DESIGN DEVELOPMENT

The Detailed Design will consist of a multi-discipline design effort. No civil/site, landscaping, architectural, HVAC, fire protection, or plumbing discipline design is anticipated to be necessary and is therefore excluded from this scope of work. A preliminary drawing list is included as Attachment 1.

Detailed design will be developed in a series of packages, with intermediate submittals and quality reviews by the CITY and the Consultant as described below.

110 – Intermediate 50% Design Review Submittal Package

The 50 percent design review submittal will generally consist of the following:

- General Drawings – The General drawings will include title sheet with project location maps; preliminary drawing index; legends, symbols and abbreviations; mechanical and pipe identifiers; preliminary code classification information; preliminary design criteria; and preliminary plant hydraulic profile.
- Demolition Drawings – The Demolition drawings will identify demolition limits of the existing filter equipment and appurtenances, with general notes. Limits of demolition will be established through a combination of existing drawings and photos.
- Structural Drawings – Structural loads and framing will be completed, and foundation concepts will be identified. The Structural drawings will include general notes; structural design criteria; and preliminary structure foundation and top plans for the required facilities. Key sections or details will be included in this review submittal.
- Process / Mechanical Drawings – Major process equipment and piping layouts will be developed to the point where plan dimensions and equipment weights can be established. The Process / Mechanical drawings will include general notes; and preliminary area top and bottom plans. Main sections and details will be included in this review submittal.
- Electrical Drawings –The Electrical drawings will include general notes, legends and abbreviations; preliminary single line diagrams; and preliminary area power and control plans.
- Instrumentation and Controls Drawings – The I&C drawings will include general notes, legends and abbreviations; and final process and instrumentation diagrams (P&IDs).
- Technical Specifications –Preliminary specifications for key equipment and materials will be submitted for review. Draft control descriptions will also be prepared for comments by the Integrator and CITY staff. Specifications will be based on CSI Division 1-17.
- Equipment and Instrumentation List – A preliminary Equipment and Instrumentation List will be developed.
- Preliminary Opinion of Construction Cost—CONSULTANT will prepare and submit a preliminary opinion of construction cost for review and discussion. Cost estimate will be a Class IV cost estimate based on AACE Cost Engineering standards.
- Typical Details: Not included in the 50% submittal.

Deliverables:

- Drawings
- Technical Specifications
- Equipment and Instrumentation (List Only)
- Decision Log
- Opinion of Construction Cost

Up to five (5) hard copies of submittals (half-size drawings) will be provided to the CITY for review. Documents will also be delivered to CITY electronically (PDF). CITY shall provide a written log of comments for response by the CONSULTANT within 2 weeks following submittal, but prior to the Design Review Workshop.

Design Review Workshop:

- A 50 percent Design Review Workshop held 2 weeks after submittal. It is assumed the City's SCADA Integration Contractor shall attend the workshop to assist with coordination of Instrumentation and Control design issues.

120 – Agency Review Set (90%) Design Review Submittal Package

The CONSULTANT shall prepare 90 percent (Agency Review) submittal documents which will complete the design efforts initiated in the 50 percent submittal and will incorporate applicable revisions from the CONSULTANT's and CITY's comments on the review of the 50 percent submittal. The technical specifications will also include Project Specific Provisions, as provided by the CITY. CONSULTANT will provide a response to each comment in the 50 percent design submittal comments log with the 90 percent review submittal.

CONSULTANT will also updated the preliminary opinion of construction cost prepared as part of the 50 percent submittal for review and discussion. The updated cost estimate will be a Class IV cost estimate based on ACE Cost Engineering standards

Deliverables:

- 90% Review Drawings (incorporating Typical Details)
- Technical Specifications
- Decision Log
- 50% Design Comment Resolution Log
- Updated Opinion of Construction Cost

Up to five (5) hard copies of submittals (half-size drawings) will be provided to the CITY for review. Documents will also be delivered to CITY electronically (PDF). CITY shall provide a written log of comments for response by the CONSULTANT within 2 weeks following submittal, but prior to the Design Review Workshop.

Design Review Workshop:

- A 90 percent Design Review Workshop held via WebEx approximately 2 weeks after submittal. It is assumed the City's SCADA Integration Contractor shall attend the workshop to assist with coordination of Instrumentation and Control design issues.

130 – Final (100%) Bid-Ready

The CONSULTANT shall prepare 100 percent (final) bid-ready documents, which will include applicable updates from the Agency Review submittal, as well as applicable comments provided by CITY at the 90 percent comment resolution meeting, and other

applicable CITY Department and Agency Review comments. CONSULTANT will finalize, seal, and submit all design drawings and technical specifications in the appropriate format within thirty (30) days following receipt of all review comments provided by CITY and other review agencies.

Deliverables:

- Final Drawings and Specifications.
- Final Decision Log
- 90% Design Comment Resolution Log

Up to five (5) hard copies of submittals (half-size drawings) will be provided to the CITY. Documents will also be delivered to CITY electronically (PDF).The CITY shall distribute bid documents to interested bidders.

TASK 200 – PERMITTING ASSISTANCE

An amendment to the WWRP Aquifer Protection Permit (APP) will be required by ADEQ to permit the Project. The CITY will be responsible for preparing the permit application and submitting it to ADEQ. The CONSULTANT will provide all technical documentation to meet requirements of ADEQ (Design Report, design calculations, design criteria, etc.) to support the application. The CITY shall pay for all permit fees. Note that CONSULTANT’s level of effort is based on documentation associated with an “Other” Amendment, based on discussions with ADEQ. CONSULTANT shall participate remotely in a pre-application meeting with ADEQ and the CITY.

TASK 400 – PROJECT MANAGEMENT

CONSULTANT will perform various project management and monitoring activities throughout the Design Phase, as delineated in the following tasks and sub-tasks.

410 – Project Reporting and Invoicing

Develop monthly progress reports and invoices throughout the Design Phase that identify the following:

- Project progress versus established milestones
- Summary of coordination and/or information required, including responsible parties.
- Project logs documenting key decisions and action items throughout the Project duration.

Deliverables:

- Monthly Progress Reports
- Invoices
- Decision Log (Electronic format only)

420 – Project Design Schedule

Coordinate with the CITY PM as necessary to keep the Project schedule updated by providing applicable information and updates during the Design Phase.

430 – Design Coordination Meetings

Conduct bi-weekly project conference calls with CITY representatives during the Design Phase to keep the CITY informed of the project progress and obtain input and direction as required.

3.0 QUALITY MANAGEMENT (QM)

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

The CONSULTANT will also identify standards and legal requirements that may be applicable to the Project, such as design standards and local agency review requirements. These standards will be established early in the Project in order to facilitate effective implementation. The standards will be referenced while performing Project work to avoid deviation from the standards and help promote a quality product.

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

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

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

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

4.0 FEE

The man-hours and associated fee for the above scope of work is shown in Attachment 2, cost breakdown document (based on an hourly fee schedule with a not-to-exceed amount).

5.0 SCHEDULE

A preliminary schedule for this project is shown as Attachment 3. Approximate dates are based on a **9/17/18** notice to proceed (NTP). All dates are approximate and subject to revision based upon actual NTP.

6.0 PROJECT ASSUMPTIONS

1. Project will be procured using the Design, Bid, Build (DBB) project delivery method.
2. Based on the recommendations from the Tertiary Filter Evaluation report and discussion and direction by the CITY, the design development will focus on a cloth media filtration retrofit of the existing Filter Basins 1 and 2. Automatic Backwashing Filters 3 & 4 shall remain in place and shall not be modified by this Project.
3. The CITY plans to pre-negotiate pricing with the preferred equipment vendor for this project. The CONSULTANT's effort is based on designing around one specific manufacturer's equipment. Additional effort and associated fee would be required to address requirements of multiple equipment suppliers.
4. CONSULTANT will prepare Contract Documents necessary to construct a total of 4.6-mgd of tertiary filter capacity at the WWRP.
5. CITY will provide Division 0 Contract Documents and General Conditions. CONSULTANT will provide Division 1 Special Conditions. Technical specifications will be based on Carollo standard specifications using Division 1-17.
6. CONSULTANT will utilize existing survey, buried utility, and geotechnical information (provided by the CITY) for the Project. The CONSULTANT shall not be responsible for the accuracy of information provided by others. Potholing is not included as part of this fee, but should be completed by the contractor to verify the accuracy of the as-built information prior to construction.
7. The CITY shall provide as-built information to allow the CONSULTANT to develop CAD backgrounds for the filter facility and other backgrounds necessary to develop drawings.
8. It is assumed that improvements to the WWRP primary power supply are not required.
9. It is assumed that the City's Integration/SCADA Contractor will coordinate with the CONSULTANT during design and perform SCADA integration services for this Project.
10. Design Phase services are targeted to be completed within approximately 6 months of NTP. Schedule extensions out of the CONSULTANT's control may necessitate additional fee.
11. For any required City of Sedona or Yavapai County Permitting: CITY will coordinate with other CITY Departments for plan reviews and approvals, including all applicable permit applications.
12. CITY will prepare and submit the ADEQ APP Application for a permit amendment. CONSULTANT will provide all required technical information to support application. CITY will pay all permitting fees.
13. Bidding and construction phase services are excluded from this Scope of Work.

7.0 STANDARD OF CARE

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

8.0 COST ESTIMATING

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

ATTACHMENT 1: Preliminary Drawing List

PRELIMINARY DRAWING LIST

CITY OF SEDONA

PROJECT: TERTIARY FILTER IMPROVEMENTS

NO.	DWG. NO.	DRAWING TITLE
GENERAL - (G)		
1	G-01	COVER SHEET
2	G-02	DRAWING INDEX
3	G-03	DESIGN CRITERIA, CODE CLASSIFICATION
4	G-04	GENERAL NOTES, LEGEND, AND SYMBOLS
5	G-05	ABBREVIATIONS
6	G-06	PROCESS FLOW DIAGRAM
7	G-07	HYDRAULIC PROFILE
DEMOLITION - (D)		
8	D-01	FILTER DEMO PLANS 1
9	D-02	FILTER DEMO SECTIONS 1
STUCTURAL - (S)		
10	S-01	GENERAL NOTES, LEGEND, AND SYMBOLS
11	S-02	FILTER BOTTOM PLAN
12	S-03	FILTER TOP PLAN
13	S-04	FILTER SECTIONS AND DETAILS 1
14	S-05	TYPICAL DETAILS 1
15	S-06	TYPICAL DETAILS 2
PROCESS MECHANICAL - (M)		
16	M-01	GENERAL NOTES, LEGEND, AND SYMBOLS
17	M-02	FILTER 1 PLAN
18	M-03	FILTER 2 PLAN
19	M-04	FILTERS 1 - 2 SECTIONS 1
20	M-05	FILTERS 1 - 2 SECTIONS 2
21	M-06	TYPICAL DETAILS 1
22	M-07	TYPICAL DETAILS 2
ELECTRICAL - (E)		
23	E-01	LEGEND AND SYMBOLS 1
24	E-02	LEGEND AND SYMBOLS 2
25	E-03	ABBREVIATIONS
26	E-04	MCC REVISED ONE-LINE DIAGRAM
27	E-05	SITE PLAN
28	E-06	POWER, CONTROL AND GROUNDING PLAN
29	E-07	TYPICAL DETAILS
INSTRUMENTATION AND CONTROLS (N)		
30	N-01	SYMBOLS AND ABBREVIATIONS - 1
31	N-02	SYMBOLS AND ABBREVIATIONS - 2
32	N-03	CONTROL SYSTEM BLOCK DIAGRAM
33	N-04	FILTER NO. 1A P&ID
34	N-05	FILTER NO. 1B P&ID
35	N-06	FILTER NO. 2A P&ID
36	N-07	TYPICAL DETAILS

ATTACHMENT 2: Fee Estimate

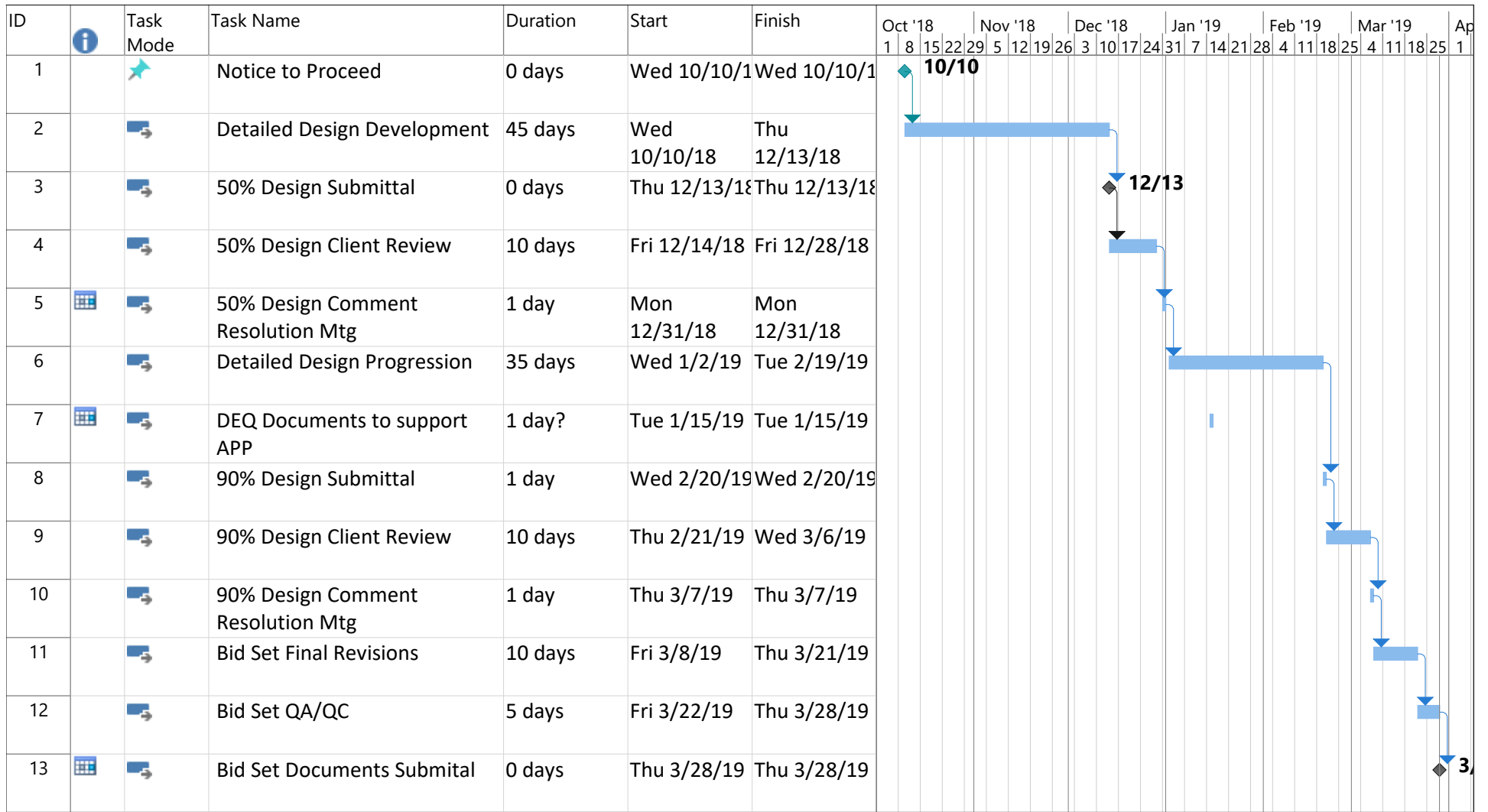
Attachment 2 to Exhibit A
CITY OF SEDONA



SEDONA WWRP
TERTIARY FILTER IMPROVEMENTS

Tasks	Tasks	Detailed Manhour Breakdown						Total Manhours	Total Cost	
		Project Manager/ Lead Engineer	Quality Manager	Project Engineer	Discipline Engineer	Asst. Prof.	CAD Designer			
		BDJ \$199.00	KB \$167.00	DG \$193.00	DM \$167.00	TR \$135.00	REA \$99.00			
100	Detailed Design Development	16	32	32	120	184	180	564	\$ 77,404	
110	50% Design	2	16	16	32	80	80	226	\$ 30,222	
120	90% Design	2	16	16	40	80	60	214	\$ 29,578	
130	Final Design/Bid Documents				24	24	40	88	\$ 11,208	
140	Design Phase Meeting/Workshops	12			24			36	\$ 6,396	
200	Permitting Assistance				16			16	\$ 2,672	
300	Project Management	24						24	\$ 4,776	
								0	\$ -	
Manhours/Cost		40	32	32	136	184	180	604	\$ 84,852	
Subconsultants										
	EI&C Design Consultant (EIC)									\$ 25,000
Expenses										
	- Travel and Subsistence									\$ 1,000
Total										\$ 110,852

ATTACHMENT 3: Preliminary Schedule



Project: Tert Filter Schedule_pro Date: Tue 9/18/18	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

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**CITY COUNCIL
AGENDA BILL**

**AB 2430
October 9, 2018
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of changes to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	September 25, 2018
Exhibits	A. Proposed Rule 5 Changes

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve changes to the Council Rules of Procedure.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: At the September 25th City Council meeting, two changes to Rule 5 of the City Council Rules of Procedure and Policies were agreed upon by a majority of City Council. This agenda item is for formal approval of the changes as shown on Exhibit A.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the amendments to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies as shown on Exhibit A.

RULE 5

CREATION OF COMMITTEES, BOARDS & COMMISSIONS

A. COMMITTEES, BOARDS AND COMMISSIONS

The Council may create Committees, Boards, and Commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify which are not inconsistent with the City Code. No member of the City Council including the Mayor shall be allowed to independently form an official City committee, subcommittee, task force, or other body however designated, without the prior approval of the City Council.

B. MEMBERSHIP AND SELECTION OF COMMISSION OR BOARD MEMBERS

1. Individuals applying for a Board or Commission must fill out and submit the City application form by the established deadline.
2. The ~~Council Liaison~~, the Mayor, Mayor's designee from City Council, and the Chair (or Vice Chair if the Chair is applying for reappointment) will interview applicants for commission seats and forward a recommendation for appointment to the Council.
3. If an existing Committee member is seeking re-appointment and is the sole applicant, he/she shall be interviewed, but the interview can be done in a summary fashion within the discretion of the reviewing body.
4. In situations where a replacement is being selected that will fill less than six (6) months of a remaining term, the reviewing body may recommend to the Council that the selected candidate be appointed to serve for the remaining term, plus the next full term for that position.
5. The recommendation will be placed in the Appointments Section of the next available Council agenda for approval.
6. Any Committee, Board, or Commission created shall cease to exist when abolished by a majority vote of the Council.

C. MEMBERSHIP AND SELECTION OF COUNCIL COMMITTEE MEMBERS

1. Council Committees may be formed and members appointed at the discretion of the Council or in the manner in which Boards and Commissions are formed.
2. Committees created through Council action are subject to the open meeting laws.
3. No Committee so appointed shall have powers other than advisory to the Council except as otherwise specified by ordinance, the City Code, or State Statute.

D. RESIDENCY REQUIREMENTS

1. Planning and Zoning Commission, ~~Board of Adjustment~~, and Personnel Board members shall be residents of the City of Sedona. The Historic Preservation Commission and any Committees it may appoint, may have a maximum of two members each who are not residents of the City of Sedona, but only if they have



**CITY COUNCIL
AGENDA BILL**

**AB 2428
October 9, 2018
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible direction regarding a request for comments from the City Council as a referral agency to Yavapai County regarding a proposal to change the zoning and zoning map for an approximately 172-acre parcel located west of Sedona for the development of a senior-oriented Manufactured Home and Recreational Vehicle Community known as Rojo Grande Sedona.

Department	Community Development
Time to Present	15 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. Letter of Intent, Maps, & Plans

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Review and provide comments on the Rojo Grande Sedona project.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On September 21, 2018, Yavapai Planning Department officials requested comment from the City of Sedona as a referral agency to Yavapai County, regarding a proposal to change the zoning and zoning map for an approximately 172-acre parcel located west of Sedona on the north side of State Route 89A (adjacent to Sedona Pines and Sedona Shadows). The project, Rojo Grande Sedona, proposes to rezone from its current zoning of Residential; Single-Family; Rural with a 2-acre minimum lot size (RCU-2A) and Residential; Single-Family 70,000 square feet minimum lot size (R1L-70) to Planned Area Development (PAD). The PAD zoning, as proposed, would facilitate a “senior-oriented Manufactured Home and Recreational Vehicle Community” with 628 manufactured home sites and 60 recreational vehicle (RV) sites. Equity LifeStyle Properties (ELS), the applicant developer, currently owns and manages the adjacent Sedona Shadows.

The proposed development is located on the site of the former El Rojo Grande Ranch which is approximately 2.5 miles west of Sedona’s jurisdictional boundary in unincorporated Yavapai County. The proposed development would have full turning movement access onto State Route 89A at the intersection with Red Moon Drive. Red Moon Drive is the shared full

turning movement access point to State Route 89A for Sedona Shadows, Sedona Pines, and any future development at El Rojo Grande.

The development is proposed to be age-qualified with all the 688 home sites (manufactured and RV) being leased to residents. The development will potentially include amenities such as an entry check-in station, office, pool, clubhouse/meeting area, and courts for activities such as pickleball. In addition, the existing stable and equestrian-related facilities, maintenance and storage buildings, and existing three residential structures comprising the original ranch are being explored for possible repurposing.

As a referral agency, the City Council is being asked to provide its comments regarding the proposed Rojo Grande Sedona development. Due to the proximity of the development to the City, the County process seeks input from those groups and agencies which may be directly impacted by this development proposal. While the proposed development is not located within the City's jurisdictional boundaries, it could be anticipated that the City will see impacts of a new development situated approximately 2.5 miles to the west of Sedona in area with no services (e.g. gas stations, grocery store, pharmacy, etc.). The following are several areas to consider regarding potential impacts on Sedona:

- Traffic/trip generation impacts from Rojo Grande Sedona residents seeking services
 - Traffic control needs at State Route 89A intersection
 - Traffic impacts on West Sedona
- Proposed land use location, intensity, and appropriateness
 - Appropriateness of zoning change to increase density
 - The proposed density is approximately an eight-fold increase in dwelling unit density (1DU/2 acres to 4 DUs/acre)
 - Other land uses which may be more appropriate
- Economic development impacts
 - How an age-qualified development may affect city goals and/or prevent other opportunities
- Infrastructure impacts
 - Roads
 - Parks
 - Trails
- Provision of emergency services
 - Increased people in city on a daily basis
 - Possible burden for Sedona PD to provide emergency response during instances when Sherriff's officers are not proximate
- Environmental/waste water impacts

City staff will take any comments generated by the Council and forward them on to County planners for inclusion in the materials provided to the County Commissioners.

Department Review:

Community Development

In general, property should develop in accordance with all adopted plans and zoning designations pertaining to a property within a jurisdiction. Adopted plans and zoning regulations pertaining to a property provide assurances to property owners in the vicinity and the larger community that certain development patterns are appropriate and acceptable on a particular property. Any changes to the adopted plans and zoning designations on a property

should be substantiated and support a new shared vision for a particular property. Changes to the existing zoning and thus the development intensity should be evaluated to gauge the appropriateness of the proposed development in a particular location.

Review of the proposed development raises several areas of concern regarding impacts upon the City. Those areas include:

- The impact to Sedona's daily traffic volumes
 - The lack of proximate services for the proposed residents resulting in increased vehicular trips
- The proposal does not positively support any of the Six Major Outcomes in the Community Plan
 - Commitment to Environmental Protection
 - Housing Diversity
 - Community Gathering Places
 - Economic Diversity
 - Reduced Traffic
 - Access to Oak Creek
- An approximately 8-fold increase in density is a change which would typically be accompanied by elements in the proposal which result in a positive impact on a community and neighborhood.
 - Age-qualified housing development does not address the need for increased available work force house for Sedona.

Police Department

It could be anticipated that from time to time Sedona officers will need to respond to the development in the event that officers from the sheriff's department are not in close proximity or need back-up assistance. If assistance were needed and Sedona had adequate staffing, 1 or 2 officers might respond.

It could be anticipated that residents of this proposed development would seek services and entertainment in Sedona. The increase in daily traffic within Sedona would be expected to increase the number of calls for services (e.g. auto accidents) to dispatch.

Economic Development

The diversification of Sedona's economy is a priority for Sedona. This includes growing and attracting sustainable industry sectors within Sedona. To do this, workforce is key.

Routinely, Sedona businesses state the biggest impediment to business and economic development is lack of workforce. Further, Sedona businesses have identified attainable housing as the biggest impediment to attracting and maintaining a local and regional workforce.

Recently, the Verde Valley Regional Economic Organization completed its strategic plan. The aging population, lack of housing diversity, and lack of housing affordability is identified as a major challenge to Sedona and the region's workforce. This limits Sedona's and the region's ability to attract talent and capitalize on opportunities to diversity and sustain the regional economy.

The proposed Rojo Grande housing project outside of Sedona does not contribute to local economic development goals to attract and maintain a workforce to help diversify our economy.

Public Works

It appears the traffic impact analysis anticipated does not extend to the City of Sedona. Several areas within the City of Sedona should be included and evaluated for traffic impact:

- a. The Foothills South intersection with SR89A. Concern that this level of additional traffic may result in a signal being warranted.
- b. Upper Red Rock Loop Road Eastbound right turn lane capacity is often exceeded during the AM peak hours, concern that this level of additional traffic may necessitate the need for improvements.
- c. Consider impacts to the congested areas of the City as identified in the Sedona Transportation Master Plan. For example, Uptown SB SR89A, the Coffee Pot and SR89A intersection, the Rodeo Road and SR89A intersection, Cook’s Hill NB SR89A, and NB SR 179.

Results of the analyses, and if and how they may necessitate improvements, should be considered in conjunction with the City’s Engineering Department.

The development proposal requires construction traversing the highway right-of-way that contains the City’s sewer force main. This is critical infrastructure for the City of Sedona, and it will be imperative that any future construction/development within this area be coordinated through the Wastewater Department and developed in a way that would not compromise this critical infrastructure.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and direction only.

Rojo Grande Sedona

LETTER OF INTENT

(Project Narrative)

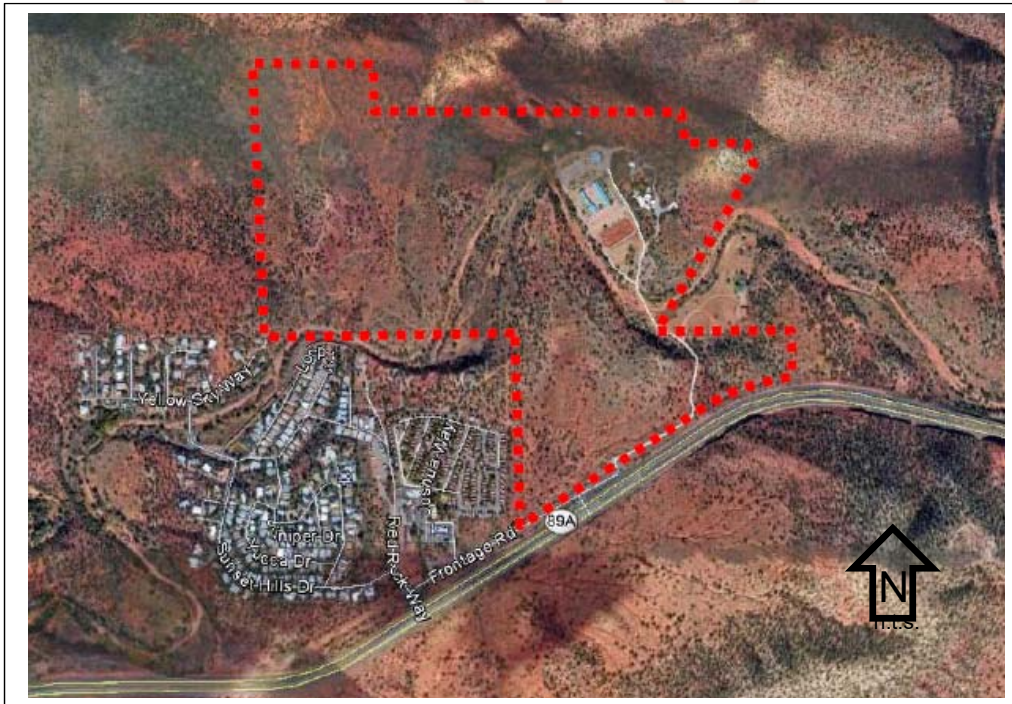
related to a request for a

Zone Change / Zoning Map Change

(from RCU-2A & R1L-70 to PAD)

Related to approximately 172 acres located west of Sedona,
on the north side of State Route 89A,
in an unincorporated area of Yavapai County
(APN's 408-29-001F, 001H, 001J & 276A)

LOCATION MAP



Application #: _____

Date Submitted: **September 19, 2018**

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INTRODUCTION AND HISTORY:

Rojo Grande Sedona is a proposed senior-oriented Manufactured Home and Recreational Vehicle Community proposed by Equity LifeStyle Properties (“ELS”) on approximately 172 acres located approximately six miles west of downtown Sedona, on the north side of State Route 89A, within an unincorporated area of Yavapai County.

ELS currently owns and manages the existing Sedona Shadows Manufactured Home Community which is located directly to the southwest of Rojo Grande Sedona. Although Rojo Grande Sedona and Sedona Shadows share a similar customer base and characteristics, Rojo Grande Sedona will be developed as a stand-alone community, complete with its own and separate access and amenities.

The site for Rojo Grande Sedona is the site of the former El Rojo Grande Ranch, which was first developed by the Wrigley family (of chewing gum fame) and later by the Hills family (of coffee fame). The site is bounded on the north, west and east by the Coconino National Forest.

The site has its own access from SR 89A, and contains many scenic corridors and vistas which will be maintained (to the extent possible) and beautiful existing amenities which will remain and be utilized (also to the extent possible) for the Rojo Grande Sedona project.



Equity LifeStyle Properties is a leading owner and operator of manufactured home communities, RV resorts and campgrounds in North America. The company offers housing options and vacation opportunities to meet a variety of customer needs. Residents and guests enjoy beautiful communities, resorts and campgrounds in some of the most desirable housing markets and vacation destinations in the country. Equity LifeStyle Properties, Inc. is a self-administered, self-managed real estate investment trust (REIT) headquartered in Chicago. ELS is one of the nation's largest real estate networks with 410 properties containing 153,549 sites in 32 states and British Columbia. ELS is committed to providing its residents an attractive and affordable lifestyle. For more information, please see <https://equitylifestyleproperties.com/>.

PURPOSE OF REQUEST:

The purpose of this request is to rezone (change the zoning map of) the Rojo Grande Sedona site as a Planned Area Development (“PAD”), and to provide for the uses, development standards and other criteria that are proposed for Rojo Grande Sedona.

Project Description:

Rojo Grande Sedona is proposed as a 172-acre master-planned Manufactured Home Community, consisting of up to approximately four (4) dwelling units per acre or 688 sites composed of up to 628 manufactured home sites and 60 Recreational Vehicle sites.

While other typical Manufactured Home Communities usually provide significantly more density, as it relates to units per acre, Rojo Grande Sedona offers a unique opportunity to take a sensitive development approach with a plan that preserves nearly half the site as open space. The preservation of large washes, unique topography and natural vegetation, along with the strategic placement of future homesites and streets, will both protect and “frame” scenic views of surrounding mountains and distinctive natural features, which are all considered amenities that help sustain the community and the quality of life it offers.

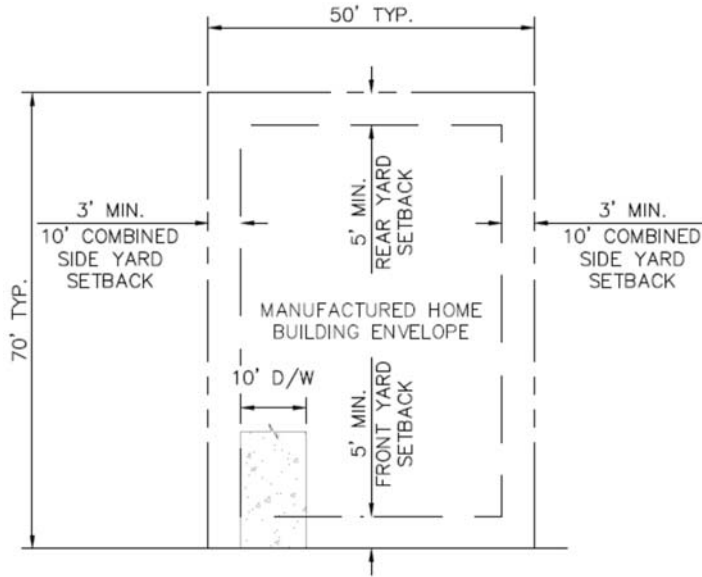
The spaces for the individual Manufactured Homes and Recreational Vehicles will be available for lease (not for individual ownership), with the underlying land owned by the applicant, including all amenities, buildings, recreational areas, interior roadways and open space. The types of amenities are not yet fully known, but may include an entrance (check-in) station, an office, pool, clubhouse/meeting area, and areas for activities such as pickleball.

Rojo Grande Sedona is presently proposed to be age-qualified, as is Sedona Shadows.™

A number of the existing buildings are particularly of high-quality, and include stables and other equestrian-related facilities, maintenance and storage buildings (including those used for utilities), a picnic area, an outdoor amphitheater area, and three residential buildings (main home, guest quarters and caretaker’s quarters). All of these and other existing structures are being evaluated for their ability to be adaptively reused/repurposed within Rojo Grande Sedona. It is the goal of this development to utilize these structures as much as possible.

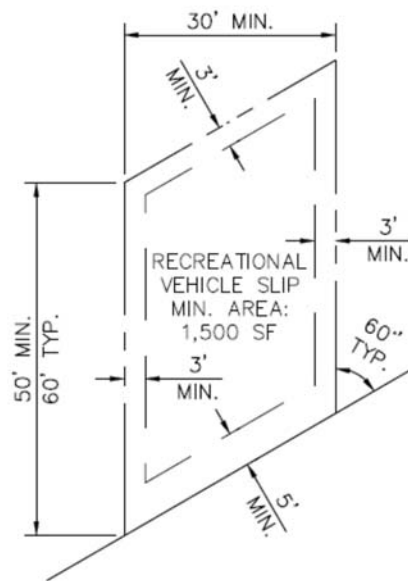
Typical space sizes for manufactured homes will be approximately, but not limited to, 50 feet wide and 70 feet deep. This larger space size is needed as today’s resident is seeking to place larger manufactured homes (including two section homes), along with Arizona rooms, patios, carports and even garages. At this time, it has not been determined whether the manufactured homes will be sold for placement on a leased space, placed on a space and then leased, or residents will be able to bring in their own manufactured home. In any event, homes brought into the community will have to meet standards such as age, type, design, etc. in order to maintain the desired quality and aesthetic of the community. All Manufactured Homes will be required to be compliant with HUD’s Manufactured Home Construction and Safety Standards. No park models will be allowed.

A typical manufactured home space and the related setbacks (between spaces) is as follows:



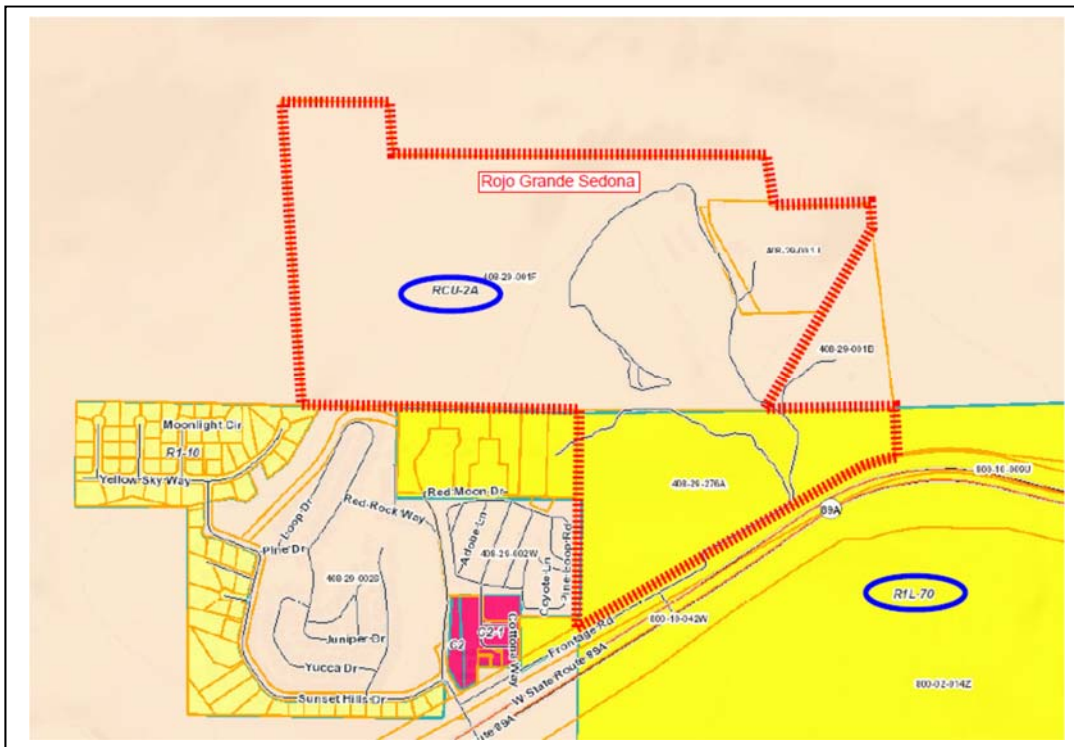
Typical space sizes for recreational vehicles will be approximately 30 feet wide and from 50 feet to 80 feet deep. This larger and deeper RV space size is needed in order to accommodate the larger RV's that are being used today, some of which (motorhomes) are towing a vehicle, storage trailer or other item and need the additional depth. The added width will also accommodate RV's with slide-outs. As with manufactured homes, minimum standards regarding RV types will be established (such as no truck campers or tents). Presently, there is not a minimum or maximum stay proposed for a recreational vehicle.

A typical recreational vehicle space and the related setbacks (between spaces) is as follows:



Zone Change / Zoning Map Change:

The site is presently zoned both RCU-2A and R1L-70 as indicated below in this excerpt of the Yavapai County Zoning Map:



This application seeks to rezone (change the zoning map for the subject site) from the existing RCU-2A and R1L-70 zoning designations to PAD in order to develop Rojo Grande Sedona.

The Yavapai County Planning and Zoning Ordinance defines the RCU-2A zoning district as “Residential; Single-Family; Rural,” with a minimum lot size per dwelling of 2 acres, and defines the R1L-70 zoning district as “Residential; Single Family Limited to site built structures only,” with a minimum lot size per dwelling of 70,000 square feet. PAD is defined as “Planned Area Development.”

The Yavapai County Planning and Zoning Ordinance (Section 440) notes that a PAD is intended to provide for various types and combinations of land uses through the adoption of a development plan, establish planning and development control parameters while allowing flexibility to permit final detailed planning at the time of actual development, to permit flexibility in design, placement of buildings, use of open spaces, etc., encourage and permit unified planning to achieve a compatible mixture and variety of land uses within the PAD District and with the existing and anticipated development in the surrounding area, to accomplish the purpose of zoning and other regulations to an equivalent or higher degree than where such regulations are designed to control development on individual lots, and to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety, creative design, and a better environment. The Zoning Ordinance further states that PAD Districts may be established where tracts suitable in location, area, and character for the uses

and structures proposed will be planned and developed on a unified basis. Suitability of tracts for the development proposed shall be determined with reference to the General Plan and to the existing and prospective character of surrounding development.

The PAD is primarily designed for use as an overlay along with the more standard type of zoning. For Rojo Grande Sedona, the Yavapai County Planning and Zoning Ordinance does not have comparable zoning districts. Therefore, this Letter of Intent (Project Narrative) will serve to guide the overall uses and development standards of Rojo Grande Sedona.

Where applicable, the General Provisions (Chapter 5) of the Zoning Ordinance will be noted, such as those within Section 555 (“Mobile, MFG Home & RV Parks (Travel Trailer)”).

This Letter of Intent (Project Narrative) and the related exhibits, plans, diagrams and documents demonstrate how the Rojo Grande Sedona project complies with the PAD guidelines as noted above and in the Yavapai County Planning and Zoning Ordinance.

Conceptual Site Plan:

A Conceptual Site Plan is included with this PAD rezoning request and indicates the approximate locations for Manufactured Home and Recreational Vehicle Spaces, as well as approximate locations for internal roadways, amenities and new buildings and uses. Existing uses and buildings that are planned to be repurposed are also indicated.

A copy of the Conceptual Site Plan, dated August 2018, is included with this submittal.

A Final Site Plan, generally consistent with the one included with this PAD rezoning submittal, will be provided at the time of submittal of any permits for development of Phase 1 of Rojo Grande Sedona.

Development Standards:

The Yavapai County Planning and Zoning Ordinance prescribes a number of development standards that all PADs must adhere to. These include the following, which will be maintained or exceeded by the Rojo Grande Sedona project:

- Maximum Lot Coverage (building coverage) of 50%.
- A minimum of 25% open space. Rojo Grande Sedona proposes open space in excess of 46%. This represents an 86% increase in required open space within the community, which will consist of natural areas and active and passive recreational areas.

Section 555 of the Zoning Ordinance notes a requirement of a 20-foot minimum landscaped perimeter setback, and a 50-foot setback when a Recreational Vehicle is adjacent to residential uses. Rojo Grande Sedona will ensure that these minimum landscaped perimeter setbacks are

preserved and that the landscaping of this setback/buffer area will be the natural and existing vegetation of the area, to the extent possible.

In addition, the Rojo Grande Sedona project, as allowed under the requested PAD zoning district, proposes the following development standards:

- A minimum of two (2) off-street parking spaces will be provided for each Manufactured Home space. Said parking spaces may be arranged in a tandem design.
- Guest automobile parking will be provided at a minimum ratio of one (1) parking space for each five (5) home spaces, and are conveniently spaced throughout the development.
- No perimeter walls or site screening are proposed at this time. Existing fencing adjacent to the Coconino National Forest will remain, as well as the decorative fencing on the south border of the property along the frontage road and SR 89A.
- In support of the Dark Sky quality of the Sedona area, no street lights are proposed in the community. Pedestrian scale lighting will be provided in and around amenity areas.
- Detached signs are proposed as monument-style signs, and will conform with Yavapai County requirements. Additional sign details will be provided at a later time.

Proposed Uses:

The proposed uses of Rojo Grande Sedona are as noted above: a Manufactured Home and Recreational Vehicle community, along with supporting and related accessory uses and structures as noted within this Letter of Intent (Project Narrative). During the Manufactured Homes sales period, ELS will place up to 3 new homes to be connected to utilities and used as a model home sales center, which will welcome prospective residents to explore model homes and provide office space for sales staff. During the Manufactured Home sales period, ELS can temporarily utilize the Manufactured Home sites in the south portion of Phase 1 (approximately 130 sites) as Recreational Vehicle sites. If in the future ELS would like to convert any or all of the Recreational Vehicle sites to Manufactured Home sites, that is permissible.

SITE CONDITIONS:

As noted in the Introduction, the site for Rojo Grande Sedona is the site of the former El Rojo Grande Ranch, which is bounded on the north, west and east by the Coconino National Forest. To the south the site is bounded by State Route 89A and manufactured homes. To the southwest are several manufactured home-oriented communities, including Sedona Shadows (owned and operated by ELS), Sunset Hills (manufactured homes on individually-owned lots), and Sedona Pines (a park model rental/timeshare community). There is also a restaurant (“Sedona Pines Bistro”), a bed and breakfast, and a Sedona-Red Rock Fire District fire station.

Exhibits A1 and A2 provide aerial photographs and context for the site and adjacent uses.

The site itself consists of moderately vegetated rolling hills and a large wash which generally runs east-west through the site (“Dry Creek Wash”). There are also several magnificent red rock outcroppings which are prominent from the site.

Existing improvements on the site consist of stables and other equestrian-related facilities, maintenance and storage buildings (including those used for utilities), a picnic area, an outdoor amphitheater area, and three residences (main home, guest quarters and caretaker’s quarters). As noted previously, all of these and other existing structures are being evaluated for their ability to be adaptively reused/repurposed within Rojo Grande Sedona where possible and practical.

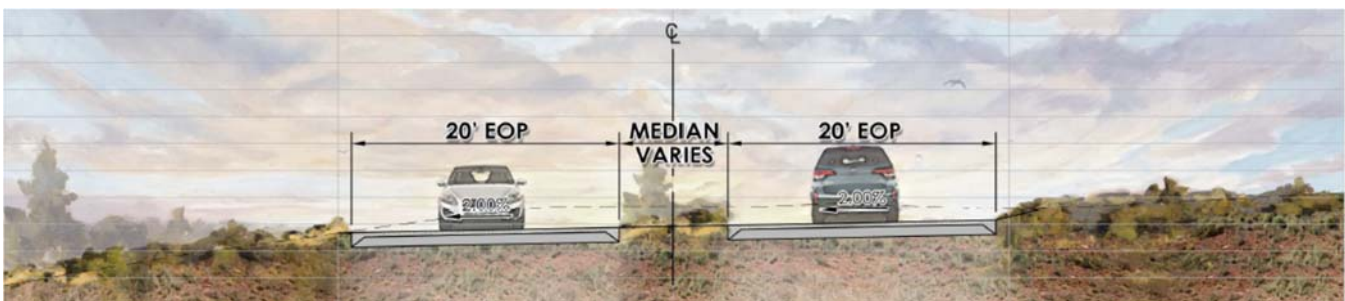
ACCESS AND CIRCULATION:

The property presently has direct access to State Route 89A near milepost 367.4. The existing access is limited to right-in/right-out, with an existing full access located approximately ¼-mile to the west at the intersection of SR 89A and Red Moon Drive. A frontage road also connects these two access points.

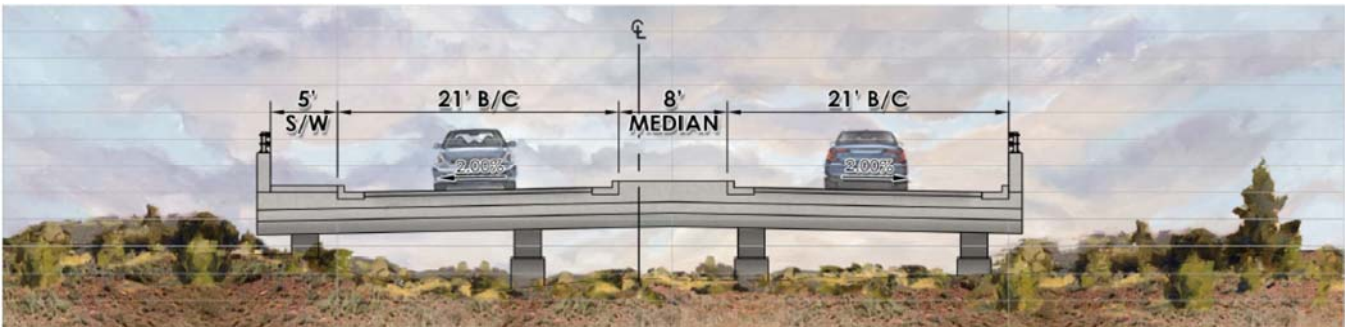
SR 89A is under the jurisdiction of the Arizona Department of Transportation (“ADOT”), and we are working with ADOT to determine how best to address access for Rojo Grande Sedona while not impeding and improving the existing access at SR 89A and Red Moon Drive. The initial results of the traffic analysis indicate the additional traffic generated by the development would facilitate the addition of traffic signal control to serve traffic generated by both the existing and proposed residential developments. The final geometry and location of traffic signal control will be reviewed and coordinated with ADOT as part of the review of the traffic study.

A Traffic Impact Analysis and Signal Warrant Study have been prepared for the project and will be submitted to ADOT for review.

From 89A, a privately-maintained two-way divided roadway allows for access into the site. As noted in the cross section below, each lane is proposed with a minimum 20-foot wide paved section, with a landscaped median of varying width.

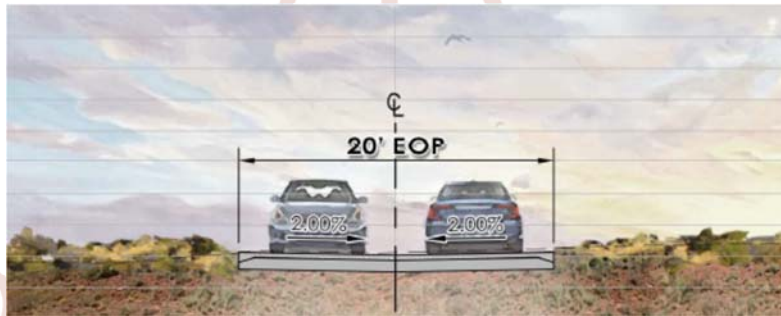


The existing crossing over Dry Creek Wash will be improved and be of a similar design to the main internal roadway noted above, but with vertical curb, still providing for a minimum 20-foot wide paved section, with a landscape median of varying width, as noted on the following page.



Divided roadways, as indicated above, are designed to achieve dual points of access as requested by the Sedona Fire District (sought for any development with 30 units or more). These roadway cross-sections may change pending further discussions with the Fire District.

Internal roadways will consist of private two-way drives that are approximately 20 feet wide and paved, as noted below, with sufficient width for persons to walk or ride a bike. These roadways are private, and will be maintained by the community.



Further, an internal, low impact, community-type foot trail is proposed within Rojo Grande Sedona for use by residents.

CONFORMANCE WITH THE YAVAPAI COUNTY COMPREHENSIVE PLAN:

The Yavapai County Comprehensive Plan, as last adopted on September 17, 2012, indicates that the Rojo Grande Sedona site is designated as a “Rural Area.”

Rural Areas are defined in the Yavapai County Comprehensive Plan as “outlying rural areas between cities and unincorporated communities...” and that “These sparsely populated rural lands also have the potential for future master-planned communities that will provide the infrastructure to support any proposed increases in residential density or non-residential activities.”

As a master-planned manufactured home community, Rojo Grande Sedona provides its own infrastructure and conforms with the “Rural Area” land use designation.

The site for Rojo Grande Sedona is outside of the planning area of the City of Sedona, which is the nearest municipality to the Rojo Grande Sedona site.

RELATIONSHIP TO SURROUNDING PROPERTIES:

Rojo Grande Sedona is located on the north side of State Route 89A in an unincorporated area of Yavapai County, approximately six miles west of downtown Sedona. The use/ownership and zoning of the surrounding properties are as follows:

North: Coconino National Forest, zoned RCU-2A.

West: Coconino National Forest, zoned RCU-2A.

East: Coconino National Forest and a single-family residence, zoned RCU-2A.

South: Sunset Hills, a manufactured home subdivision, zoned R1-10; Sedona Shadows, a manufactured home rental community and Sedona Pines, a park model rental/timeshare community, both zoned RCU-2A, and seven (7) single-family residential lots (unsubdivided), all zoned R1L-70.

As noted above, Exhibits A1 and A2 provide aerial photographs and context for the site and adjacent uses.

DEVELOPMENT SCHEDULE:

Rojo Grande Sedona is proposed to be developed as two (2) phases, with the initial phase being the Manufactured Home spaces nearest SR 89A, the Recreational Vehicle spaces, internal drives associated with these phases and certain amenities (to be defined). The second phase (or additional phases) will develop as market conditions warrant.

Pursuant to Section 440 of the Yavapai County Planning and Zoning Ordinance, development of the first phase is to occur within four (4) years after approval of the PAD by the Yavapai County Board of Supervisors.

COMMUNITY FACILITIES AND SERVICES:

Rojo Grande Sedona proposes its own community facilities and services, such as a clubhouse/meeting space(s).

PUBLIC UTILITIES AND SERVICES:

Police protection will be provided by the Yavapai County Sheriff's Office. Fire protection will be provided by the Sedona Fire District.

Water service is presently provided by an onsite well and storage tank system. The existing well has been evaluated by Southwest Groundwater Consultants (SGC) and they have determined that the aquifer and existing well can physically provide the project demands for water supply.

It is likely that the well will be modified with a new pump, motor, piping, controls, and associated equipment to produce 300 gallons per minute. A Hydrologic Study in support of an Application for a Certificate of Water Adequacy to the Arizona Department of Water Resources (ADWR) will be prepared based on the testing results conducted by SGC. Water produced from the well is likely to exceed the drinking water standard for arsenic, and therefore, treatment may be required. The water service and treatment will be maintained and operated by a private provider and permitted with the Arizona Department of Environmental Quality (ADEQ). The formation of a water service provider or the establishment of a service agreement with an existing water service provider will be necessary for the project.

A new storage tank and booster pump site will be necessary to adequately supply average day plus fire flow demands for the proposed development. An approximate 200,000-gallon tank and booster pump site is proposed for each phase of the project. Final storage tank sizes, treatment, and booster pump design will be provided as final design occurs.

Wastewater service is presently provided by an onsite septic tank and system serving the property. The Rojo Grande Sedona development proposes a wastewater treatment plant that will be sized and modular in nature to expand treatment capacity as phase 1 and phase 2 development occurs. The options considered for onsite treatment will be activated sludge and membrane bioreactor (MBR) facilities. MBR treatment systems combine the biology of an activated sludge process with a membrane filtration system to provide effluent quality that meets or exceeds state regulatory requirements for reuse. Membranes are an advanced treatment technology that removes solids and some nutrients more efficiently than conventional and are a viable option for this project. The design and permitting for wastewater treatment and facility design will be with the ADEQ as the project proposes design flows in excess of 24,000 gallons per day. The collection system to serve the development will be reviewed by the Yavapai County Environmental Unit through the existing delegation agreement with ADEQ. The proposed wastewater treatment and system will be maintained and operated by a certified private provider. The formation of a wastewater service provider or the establishment of a service agreement with an existing wastewater service provider will be necessary for the project.

Electric service is provided by APS (Arizona Public Service). Telecommunications services (phone, cable, internet) are available from a number of sources, and will be at the discretion of the residents.

Refuse collection will be provided by a private company.

As an age-qualified development, Rojo Grande Sedona will have no impact on area schools.

The Rojo Grande Sedona project contains a floodway and flood fringe for the Dry Creek Wash that traverses the property. With the exception of access roads crossing the Dry Creek Wash, the Rojo Grande Sedona development maintains the Dry Creek corridor and proposes development areas outside of the mapped floodplain. The construction of any proposed Dry Creek Wash crossing will have special restrictions and will be designed to meet the criteria for emergency access and FEMA special flood hazard area requirements. The area is part of a current Oak Creek remapping project and base flood elevation calculations are anticipated to be available as soon as October, once Yavapai County Flood Control District submits to FEMA.

Rojo Grande Sedona will meet the drainage requirements of Yavapai County. Due to the proximity of the project to Dry Creek Wash, detention may not be required. At a minimum, the retention proposed will meet the water pollution prevention requirements and retain the first half-inch of stormwater run-off impacting the developed area. Where basins will be proposed throughout the development, non-geometric designs will be provided to encourage more natural and aesthetically pleasing stormwater storage methods and stormwater quality.

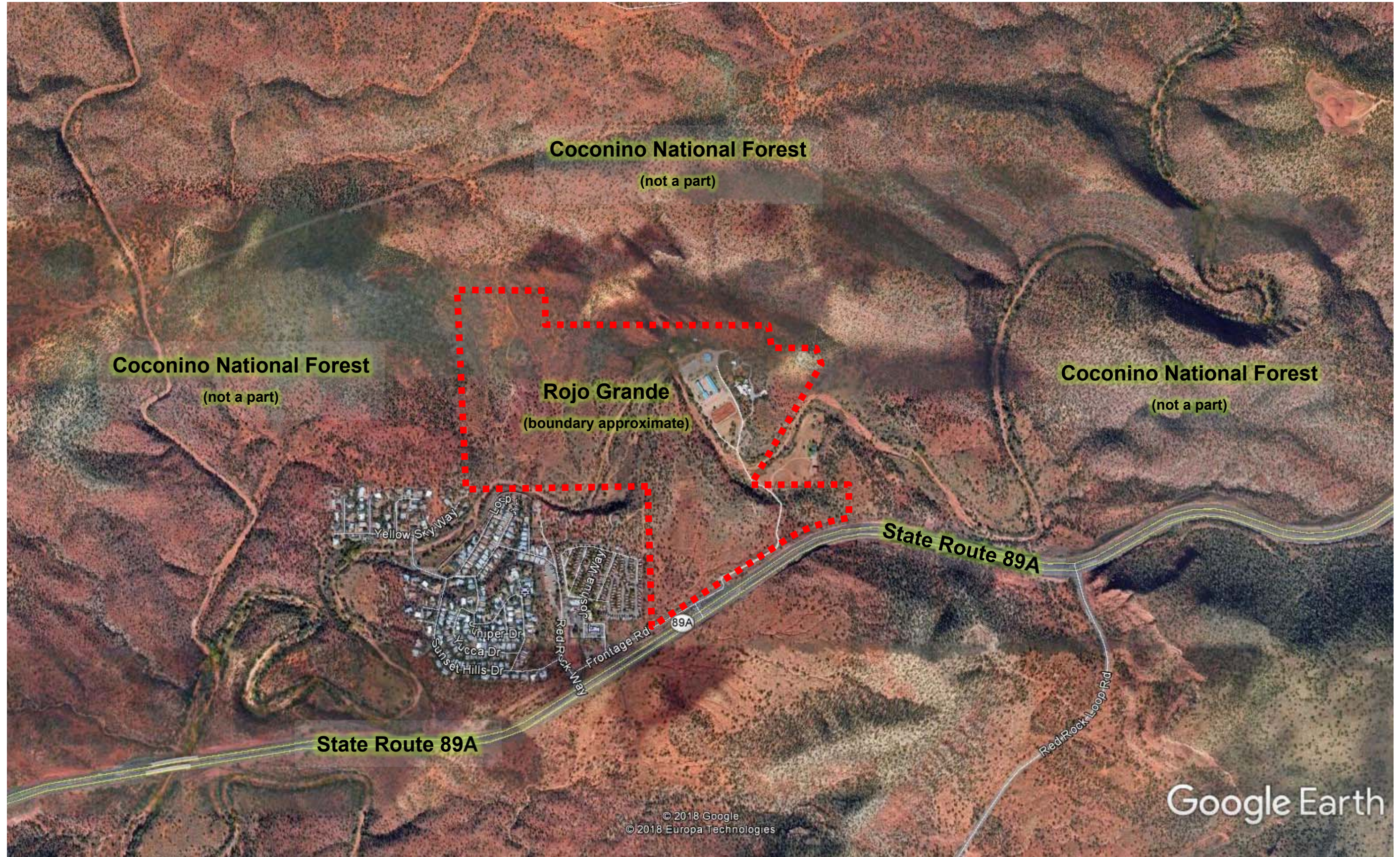
Several smaller washes in magnitude traverse the property. Where possible, the proposed development maintains many of these washes with established open space corridors throughout the development. Maintaining a natural and limited structural design approach for watercourse management is intended for the development to minimize disturbance of existing washes. Where alterations or conveyance improvements are recommended, the project will be subject to the requirements as outlined in the Drainage Design Manual for Yavapai County.



Letter of Intent
for
Rojo Grande Sedona
Exhibit A1

Aerial Photograph and Context Exhibit of the Rojo Grande Sedona site

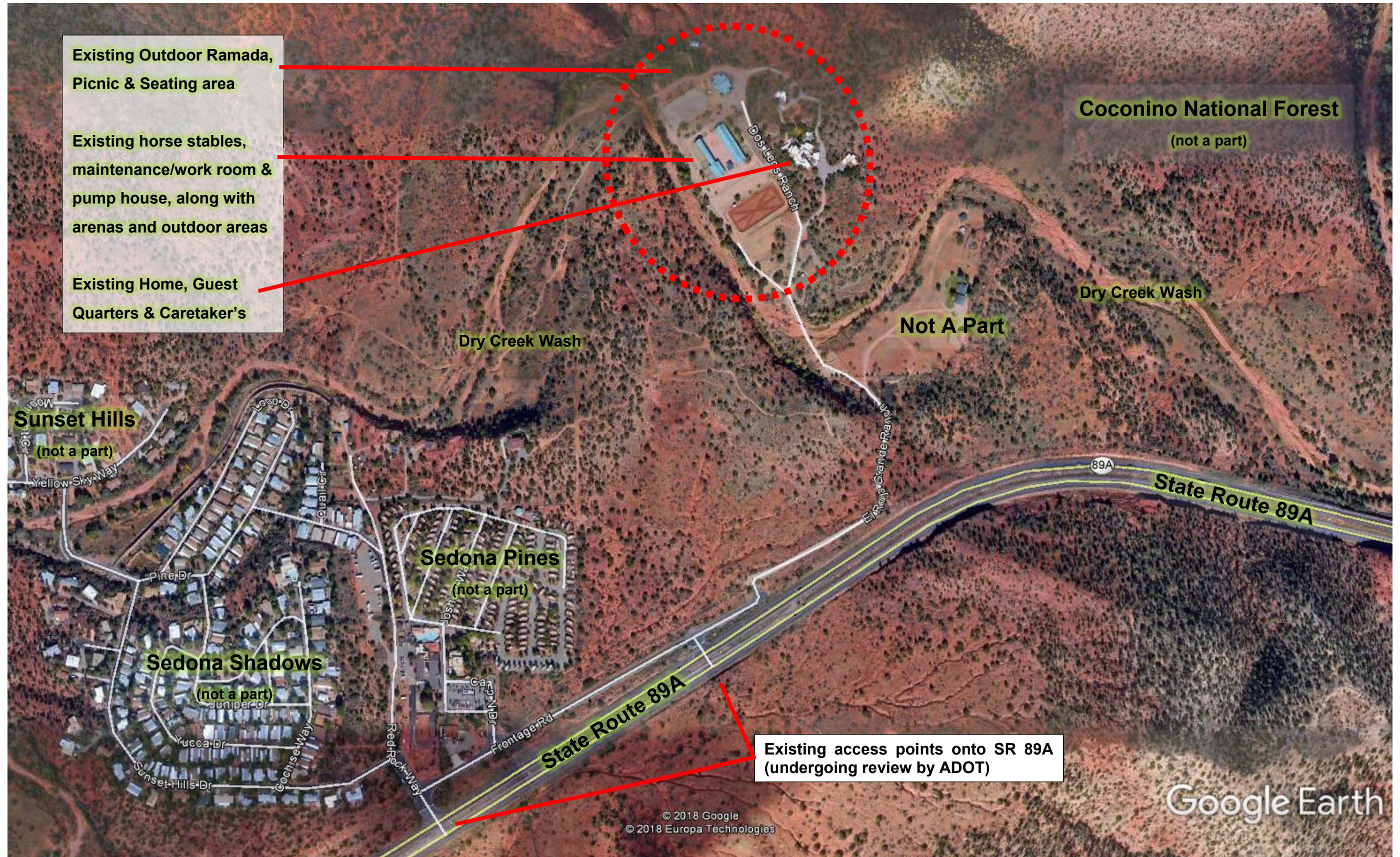
Rojo Grande – Aerial Photo



Letter of Intent
for
Rojo Grande Sedona
Exhibit A2

Context Exhibit and Aerial Photograph of the Rojo Grande Sedona site,
including adjacent developments and uses

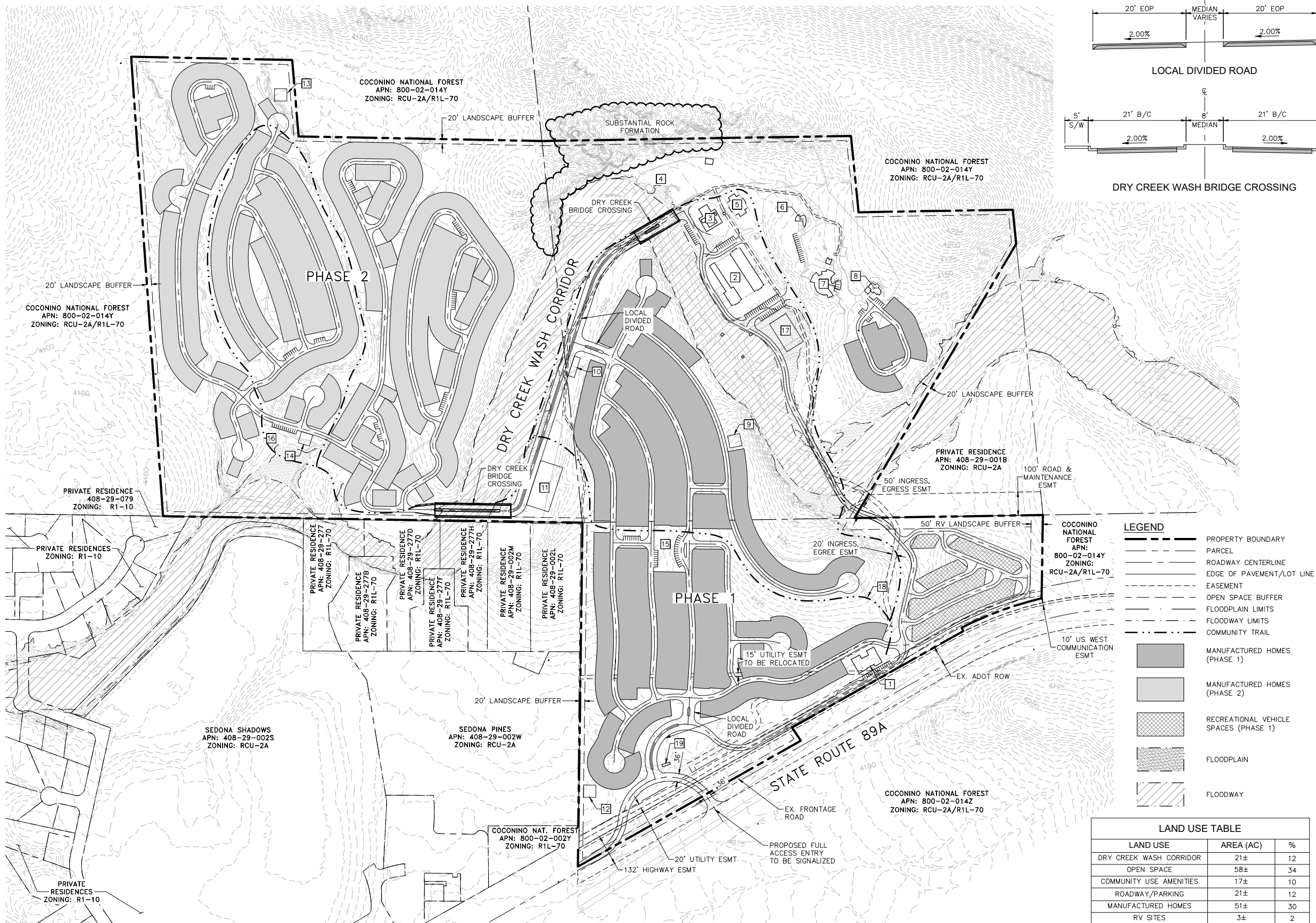
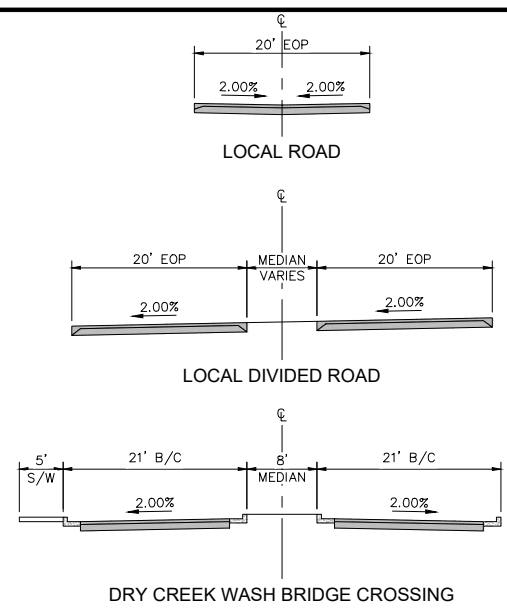
Rojo Grande – Context Plan



CONCEPTUAL SITE PLAN FOR ROJO GRANDE SEDONA

APN: 408-29-001F, 001H, 001J & 276A

UTILITIES LIST	
WATER	ONSITE WELL
WASTEWATER	ONSITE WWTP
POWER	APS
FIRE	SEDONA FIRE DISTRICT
REFUSE	PRIVATE



- BUILDINGS/FACILITIES LIST:**
- 1 PROPOSED RV REGISTRATION & CLUBHOUSE
 - 2 EXISTING STABLES TO BE REPURPOSED FOR COMMUNITY USE
 - 3 PROPOSED POOL FACILITY
 - 4 EXISTING PICNIC/STAGE OPEN SPACE AMENITY TO REMAIN
 - 5 EXISTING BARN TO BE REPURPOSED FOR COMMUNITY USE
 - 6 EXISTING GUEST CASITA TO BE REPURPOSED FOR COMMUNITY USE
 - 7 EXISTING MAIN RESIDENCE TO BE REPURPOSED FOR COMMUNITY USE
 - 8 EXISTING CARETAKER'S QUARTERS TO BE REPURPOSED FOR COMMUNITY USE
 - 9 PROPOSED PHASE 1 WATER STORAGE AND TREATMENT
 - 10 EXISTING WELL SITE TO REMAIN
 - 11 PROPOSED WASTEWATER TREATMENT FACILITY
 - 12 PROPOSED PHASE 1 LIFT STATION
 - 13 PROPOSED PHASE 2 WATER STORAGE AND TREATMENT
 - 14 PROPOSED PHASE 2 LIFT STATION
 - 15 PROPOSED PHASE 1 OPEN SPACE AMENITY
 - 16 PROPOSED PHASE 2 OPEN SPACE AMENITY
 - 17 PROPOSED RECREATIONAL SPORT COURTS
 - 18 PROPOSED FOOT/HIKING TRAIL
 - 19 PROPOSED ENTRY MONUMENT

PROJECT DESCRIPTION
SECTION, TOWNSHIP, RANGE: 17/18/19/20, 17N, 5E
APN: 408-29-001F, 001H, 001J & 276A
PARCEL TOTAL AREA: 171.11 ACRES
EXISTING ZONING: RCU-2A, R1L-70
PROPOSED ZONING: PAD
EXISTING LAND USE: SINGLE-FAMILY RESIDENTIAL
PROPOSED LAND USE: MANUFACTURED HOME (MH) & RECREATIONAL VEHICLE (RV)

TOTAL YIELD: 628 MH, 60 RV
DENSITY: 4.02 DU/AC

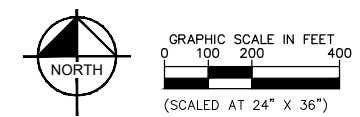
GUEST PARKING REQUIRED: 1 SPACES PER 5 MH UNITS
688 UNITS/5 = 138 SPACES
GUEST PARKING PROVIDED: 140 SPACES
PARKING DIMENSIONS: 9' WIDTH BY 20' LENGTH
PAVEMENT MATERIAL: ASPHALT

LEGEND

	PROPERTY BOUNDARY
	PARCEL
	ROADWAY CENTERLINE
	EDGE OF PAVEMENT/LOT LINE
	EASEMENT
	OPEN SPACE BUFFER
	FLOODPLAIN LIMITS
	FLOODWAY LIMITS
	COMMUNITY TRAIL
	MANUFACTURED HOMES (PHASE 1)
	MANUFACTURED HOMES (PHASE 2)
	RECREATIONAL VEHICLE SPACES (PHASE 1)
	FLOODPLAIN
	FLOODWAY

LAND USE TABLE

LAND USE	AREA (AC)	%
DRY CREEK WASH CORRIDOR	21±	12
OPEN SPACE	58±	34
COMMUNITY USE AMENITIES	17±	10
ROADWAY/PARKING	21±	12
MANUFACTURED HOMES	51±	30
RV SITES	3±	2



**ROJO GRANDE SEDONA
CONCEPTUAL SITE PLAN**

YAVAPAI COUNTY, AZ

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE
MESA, ARIZONA 85210 (480)-207-2666

DESIGNED	DRAWN	CHECKED
EEH	EEH	JMB
SCALE (H): 1"=200' (24" X 36")		
SCALE (V): N/A		
DATE:	AUGUST 2018	
PROJECT NO.	19198812	
DWG. NAME	SP.dwg	
SHEET NO.		1

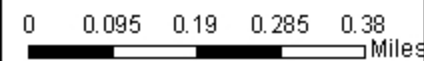
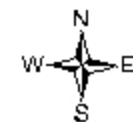
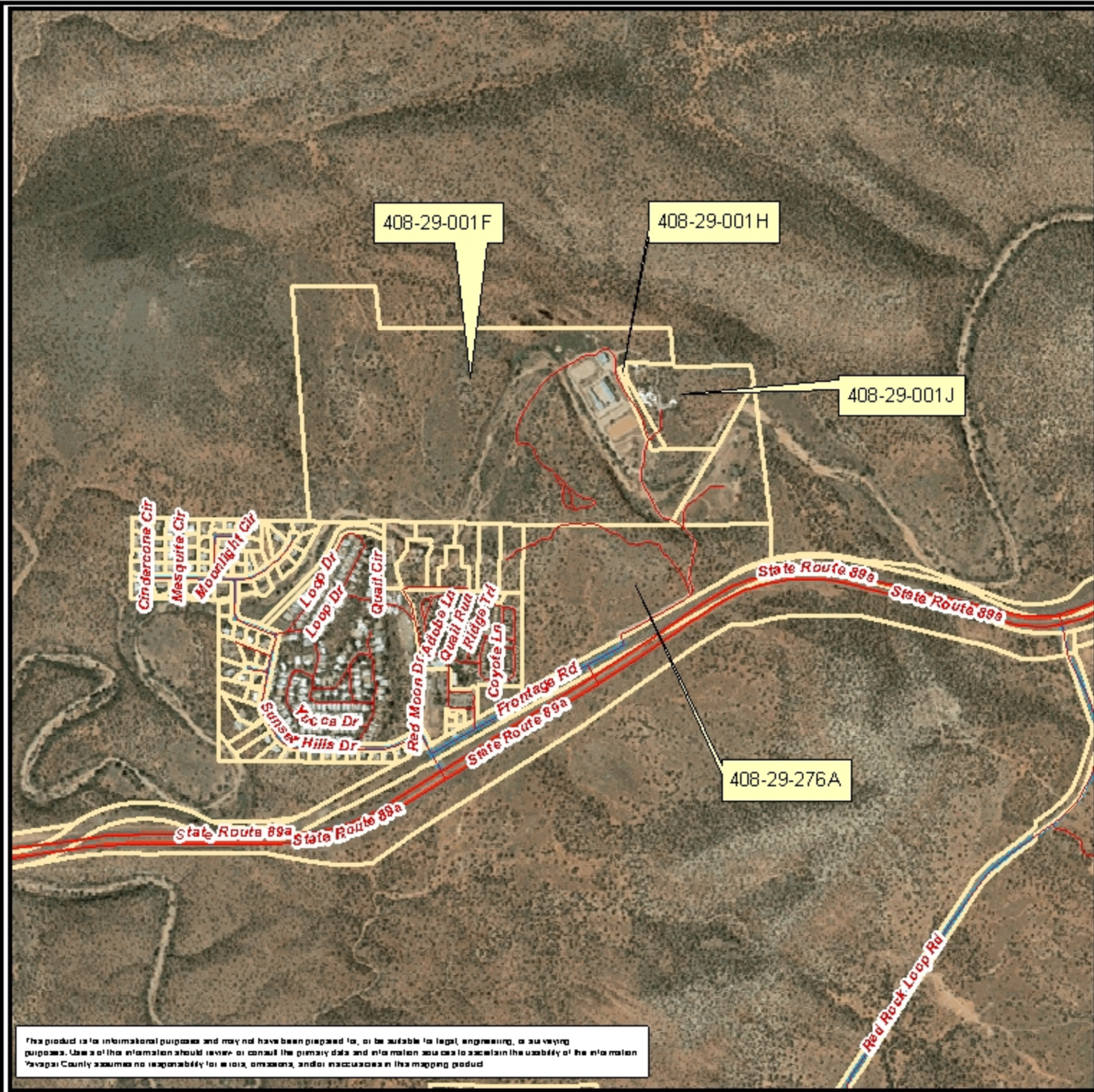
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Area Imagery

Legend

- Road Centerlines
- <all other values>
- Interstate Highways
- State Highways
- Old Highways
- Parcels
- Paved Maintained
- Unpaved Maintained
- Natural Forest Service Co-Op



1 inch = 0.22 miles
 Date: 9/21/2018
 User ID: c07606

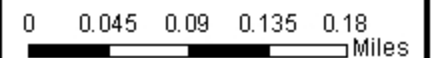
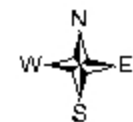
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Property Imagery

Legend

- Road Centerlines
- <all other values>
- Interstate Highways
- State Highways
- Old Highways
- Parcels
- Paved Maintained
- Unpaved Maintained
- Natural Forest Service Co-Op



1 inch = 0.11 miles
 Date: 9/21/2018
 User ID: c07606



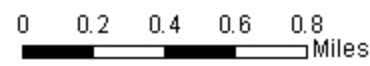
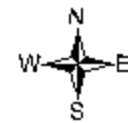
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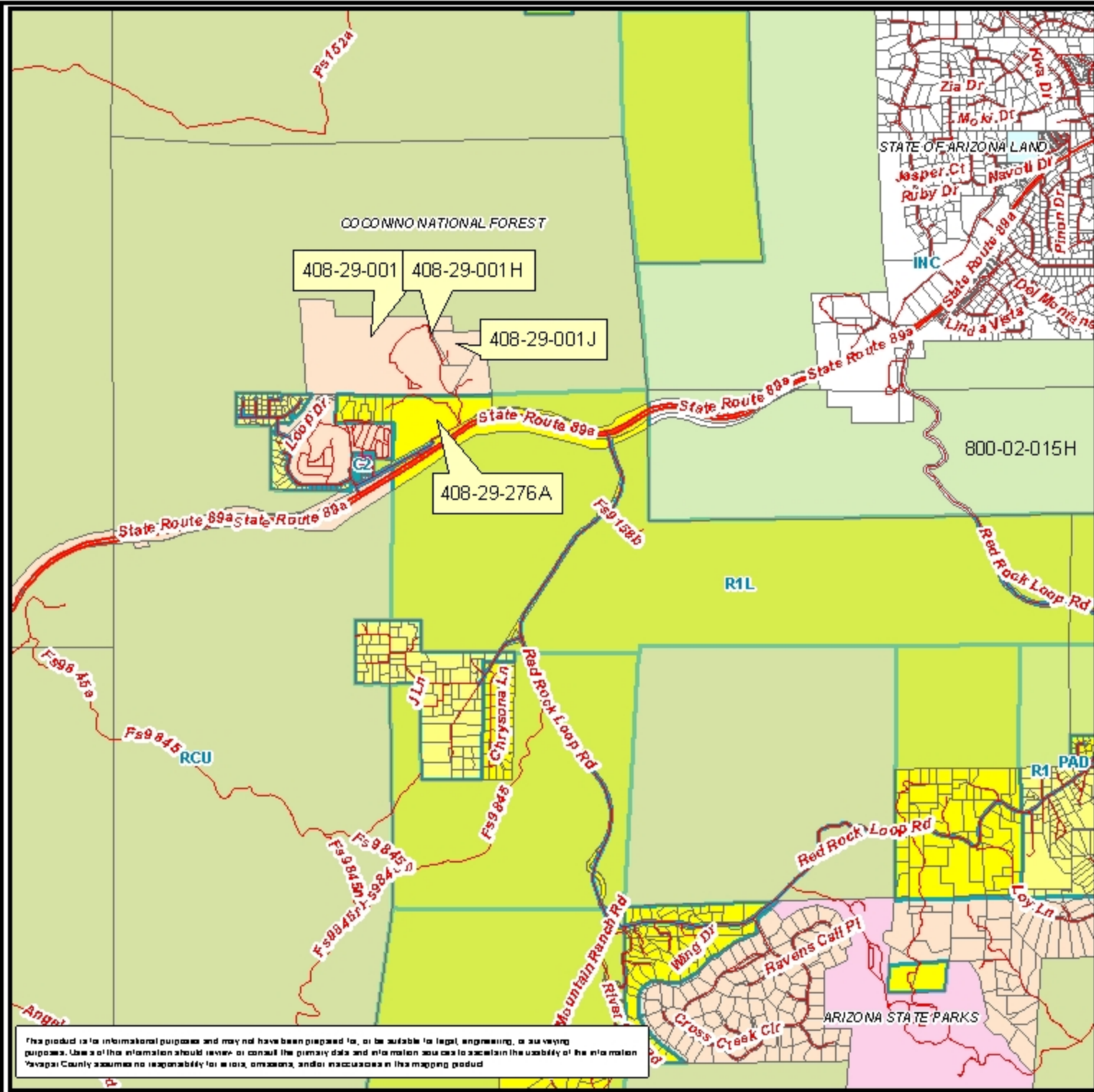
Area Map

Legend

- Road Centerlines
- <all other values>
- Interstate Highways
- State Highways
- Old Highways
- Parcels
- Paved Maintained
- Unpaved Maintained
- Natural Forest Service Co-Op
- R1L
- R1
- RCU
- C2
- PAD
- Arizona State Parks
- Coconino National Forest
- State of Arizona Land



1 inch = 0.54 miles
 Date: 9/21/2018
 User ID: c07606



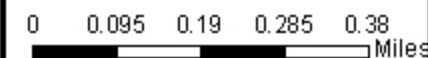
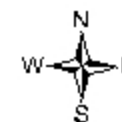
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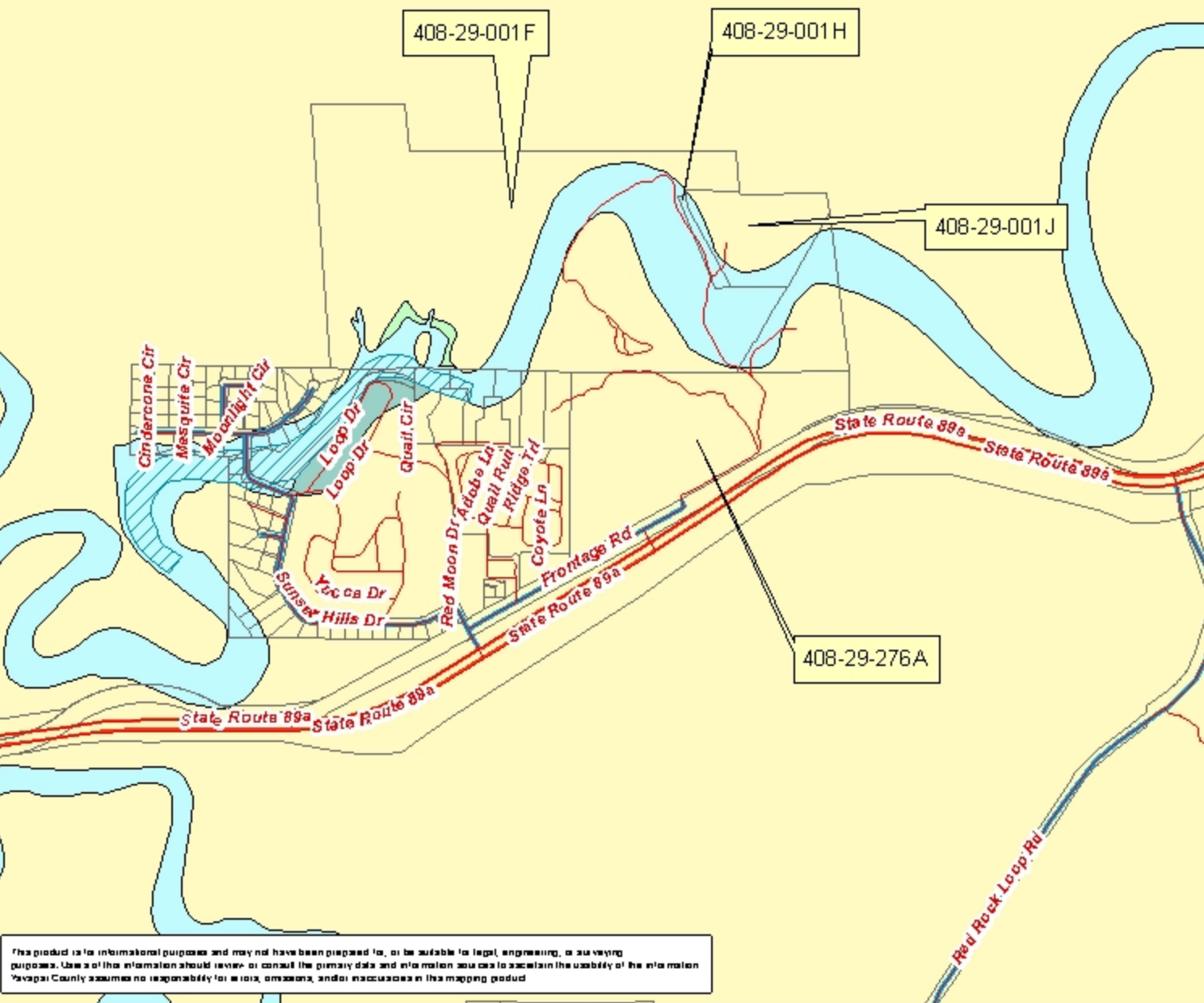
Flood Map

Legend

- Road Centerlines
- <all other values>
- Interstate Highways
- State Highways
- Old Highways
- Parcels
- Paved Maintained
- Unpaved Maintained
- Natural Forest Service Co-Op
- Zone AE
- Zone A
- Zone AE Floodway
- Zone Shaded X
- Zone Unshaded X
- Zone X Levee



1 inch = 0.22 miles
 Date: 9/21/2018
 User ID: c07606



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**CITY COUNCIL
AGENDA BILL**

**AB 2429
October 9, 2018
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction regarding the 30th anniversary of the incorporation of the City of Sedona on January 4, 1988.

Department	City Council
Time to Present	N/A
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	N/A

City Attorney Approval	Reviewed 10/01/18 RLP	Expenditure Required	\$ TBD
City Manager's Recommendation	Discussion only.	Amount Budgeted	\$ TBD
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Vice Mayor Martinez, with the support of Councilor Lamkin, requested this item to discuss a possible celebration of the 30th anniversary of the incorporation of Sedona which occurred on January 4, 1988.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.