

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, OCTOBER 22, 2019

NOTES:

- Public Forum: Comments are generally limited to **3 minutes**.
- Consent Items: Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - October 8, 2019 City Council Special Meeting - Executive Session.
- Minutes - October 8, 2019 City Council Regular Meeting.
- Minutes - October 9, 2019 City Council Special Meeting.
- Approval of Proclamation, Friends of the Forest Day, November 2, 2019.
- AB 2531 Approval of a Resolution and Development Agreement between the City of Sedona and Axys Capital Total Return Fund, LLC for the acquisition of permanent right-of-way on Coconino County Assessor Parcel Nos: 401-08-006 and 401-14-075 in support of the Sedona In Motion, Uptown Roadway Improvements Project.
- AB 2533 Approval of award of a professional services contract to Elliot D. Pollack and Company, in an amount not-to-exceed \$101,820 to conduct an affordable housing needs assessment and to develop a five-year affordable housing action plan.
- AB 2534 Approval of a Professional Services Contract for design services for the Forest Road Connection Project with Kimley-Horn and Associates, Inc in the approximate amount of \$338,190.

4. APPOINTMENTS

- AB 2535 **Discussion/possible action** regarding appointment of Susan Kayler as Magistrate Judge and approval of a two-year contract.

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

- New employee introductions & recognition of staff accomplishments.

8. REGULAR BUSINESS

- AB 2378 **Discussion/possible direction** regarding the Sedona in Motion transportation program.
- Reports/discussion** regarding Council assignments.
- Discussion/possible action** regarding 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 materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Special City Council Meeting - Executive Session
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, October 8, 2019, 2:00 p.m.

1. Call to Order

Mayor Moriarty called the meeting to order at 2:00 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff in attendance: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Robert Pickels, Jr., Assistant City Attorney Shelley Cutts, City Clerk Susan Irvine.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 2:01 p.m. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

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

- a. **Discussion/consultation with legal counsel to consider the City's position and instruct the City Attorney regarding the matter of City of Sedona vs. Son Silver West Gallery, Inc., et al., Coconino County Civil Case No. CV201900022. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(3) & (4).**
- b. **Return to open session. Discussion/possible action on executive session items.**

Reconvened in open session at 4:07 p.m.

No action taken.

4. Adjournment

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

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 8, 2019.

Susan L. Irvine, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 8, 2019, 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 Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Assistant City Attorney Shelley Cutts, Engineering Supervisor Stephen Craver, Senior Planner Cari Meyer, Senior Planner Mike Raber, Chief of Police Charles Husted, Arts & Culture Coordinator Nancy Lattanzi, Deputy City Clerk Cherise Fullbright, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

A video of the City's Vision was played.

Nancy Lattanzi introduced Betsy Klein who founded "Plan B to Save Wolves" in 2016 in Sedona. Under her leadership, the foundation has quickly expanded in both scope and reach becoming nationally recognized as an extremely effective grassroots animal advocacy organization. Ms. Klein presented a PowerPoint on her latest project "The Call of the Wild Mural" which is an international collaborative public art installation in support of the Endangered Species Act.

3. Consent Items

- a. **Minutes – September 24, 2019 City Council Special Meeting – Executive Session.**
- b. **Minutes – September 24, 2019 City Council Regular Meeting.**
- c. **Minutes – September 25, 2019 City Council Special Meeting – Executive Session.**
- d. **Approval of Proclamation, Sedona Kindness Day, November 13, 2019.**
- e. **AB 2532 Approval of an award of a Job Order Contract extension with Cactus Asphalt, Inc. in an amount not-to-exceed \$1,000,000 for street maintenance projects during Fiscal Year 2020.**

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

4. Appointments – None.

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

Councilor Jablow advised that the City's Fix-It Clinic will be held on Saturday, October 12th, at The Hub at Posse Grounds Park from 10:00 a.m. to 1:00 p.m. Vice Mayor Martinez

stated that the 2018 update to the Land Development Code received an award from the Arizona Chapter of the American Planning Association. The Verde Lynx has expanded their hours and now runs until 10:30 p.m., arrives in Cottonwood around 11:15 p.m., and provides a connector shuttle which will take people home. Pumpkin Splash is on October 19th and Trick-or-treat in Uptown is on October 31st. On November 5th, there will be a Pumpkin Drop and Compositing event at Posse Grounds Park. More information on all events can be found on the City's website. Mayor Moriarty advised that the Sedona Winefest was very successful last weekend.

6. Public Forum

Madelyn Clair, Sedona, spoke about Soldier's Pass Road and suggested that narrowing the road would likely result in a reduction in the speed of traffic. She also thought that people would not walk and mile back on forth to go for a hike. She requested that the City investigate the narrowing of the road before construction of a path and parking area.

7. Proclamations, Recognitions, and Awards

a. Presentation of Proclamation, Sedona Kindness Day, November 13, 2019.

Mayor Moriarty read the Proclamation and presented it to Jawn McKinley. Ms. McKinley thanked the Council for their recognition, encouraged everyone to practice acts of kindness, and reviewed some of their upcoming events.

8. Regular Business

a. AB 2528 Public hearing/discussion/possible action on approval of a Resolution and Ordinance amending the text of the Sedona Land Development Code (LDC). The proposed text amendments include typographical and clerical corrections, changes for clarity, elimination of redundancies and other more substantive revisions to better reflect the intent of the LDC and goals of the Sedona Community Plan - Case Number PZ 19-00009 (LDC Revisions).

Presentation by Mike Raber, Cari Meyer, Karen Osburn, Robert Pickels, Jr., and Justin Clifton.

Questions from Council.

Opened the public hearing at 6:01 p.m.

The following spoke regarding this item: Luke Sefton, Sedona.

Closed the public hearing and brought back to Council at 6:04 p.m.

Further questions and comments from Council.

Break at 6:18 p.m. Reconvened at 6:22 p.m.

Motion: Councilor Chisholm moved to approve Resolution 2019-19, establishing as a public record, "Exhibit A – Sedona LDC Corrections/Clarification/Other revisions – October 8, 2019" with revisions as discussed by Council. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

Motion: After 1st reading, Councilor Chisholm moved to approve Ordinance 2019-06, consistent with the approval criteria in Section 8.6.C.4. of the LDC, amending the LDC, adopting by reference that document known as “Exhibit A – Sedona LDC Corrections/Clarification/Other Revisions – October 8, 2019”, providing for a savings clause and repealing all ordinances or parts of ordinances or code provisions in conflict herewith with the appropriate revisions. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

- b. Reports/discussion regarding Council assignments – None.**
- c. Discussion/possible action regarding future meeting/agenda items.**

Mayor Moriarty advised that there is a meeting tomorrow at 3:00 p.m. in the Vultee Conference Room.

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 6:26 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 8, 2019.

Susan L. Irvine, CMC, City Clerk

Date

Action Minutes
Special City Council Joint Meeting
with Historic Preservation Commission
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Wednesday, October 9, 2019, 3:00 p.m.

Due to an equipment malfunction, there is no recording for this meeting. Minutes are based on staff notes taken during the meeting.

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

Mayor Moriarty called the meeting to order at 3:01 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Historic Preservation Commissioners Present: Chair Brynn Burkee-Unger, Vice-Chair Jack Fiene, Commissioner Kurt Gehlbach, Commissioner Allyson Holmes, Commissioner Derek Pfaff, Commissioner Steve Segner. Commissioner James Curry was absent and excused.

Staff in attendance: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Robert Pickels, Jr., Deputy City Clerk Cherise Fullbright, City Clerk Susan Irvine.

3. Special Business – Joint Meeting with Historic Preservation Commission

a. Update on Historic Preservation Commission (HPC) Work

i. Recognition Program

Chair Unger advised that some buildings do not meet the criteria for historic designation, but property owners would still like recognition. The HPC worked to come up with the criteria for the recognition program. The first property to be recognized was the Sedona Arts Center. There is a plan to add the recognized properties to a walking tour to tie them together. There will likely be one or two properties recognized each year due to the time required to document the properties prior to recognition.

ii. Annual event

Chair Unger stated that this year's event honored the Sedona Arts Center as the first recognized property. This event is held annually, and the plan is to continue to hold an event every May.

iii. Uptown walking tour app/brochure

Chair Unger stated that the creation of a new tour starting with a brochure and then expanding into an online walking tour with access through the Chamber of Commerce and/or City websites and possible development of an app in the future.

There are plaques installed along the walking tour and more may be added.

iv. New process for Certificate of No Effect

Chair Unger explained that the HPC added a process for a Certificate of No Effect which allows the historic landmarked property owners to more easily do repairs and minor work without the need for a full HPC meeting. This only requires assessment by a member of the HPC and City staff who can perform the inspection and issue the Certificate within a few days. There are still instances where the level of work requires the entire HPC to meet and review the application for the Certificate.

b. Update on Conference

- i. Each commissioner will explain the importance to them of this conference and how it helps them perform their service as members of the HPC.**

Commissioners attend the annual conference for training and continuing education on historic preservation. Chair Unger stated that the Certified Local Government (CLG) training is an important component of the Conference, and new topics are introduced each year. Commissioner Segner has attended classes on transfer of historic designation and repair of adobe structures. He also learned that people visit towns with an expectation of seeing historic sites. Vice Chair Fiene learned about the economic benefits of historic structures and preservation and that small historic spaces should not be overlooked. Commissioner Holmes attended a session about native plants and landscape preservation. Commissioner Gehlbach stated that the networking and sharing of information and ideas is one of the best parts of the Conference. The HPC felt that it was important for planning staff members to attend the Conference as well.

c. Landmark Program Incentives

- i. City provision of small grants**

Chair Unger advised that, in the past, the City provided a small grants program for incentives to landmark historic buildings or to repair or restore buildings. The HPC is interested in resurrecting this program, but it would need an overhaul to work. Commissioner Segner felt that money should be set aside, but funds should only be available under special circumstances with review and approval by the HPC.

By majority consensus, Council agreed that the HPC should examine resurrecting the City's small grants program with research into what other City's do prior to bringing this back to Council for consideration.

- ii. Preservation economics**

Vice Chair Fiene stated that older buildings, whether landmarks or recognized, lead to tourism and increased values of properties. Commissioner Segner suggested that the City should move the Brewer Road Park up in the capital plan, develop a historic plan with signage, and get people to use it by locating an attraction, such as the farmer's market, to bring people to the Park. This would help to make this a core area, and it could also become part of the walking tour.

iii. Fee waivers

Chair Unger stated that this would be considered as part of the grants program.

iv. Assessments of new landmarks

Chair Unger stated that review of properties that fulfill the requirements for landmark designation changes every year with properties reaching the 50-year age mark.

d. Grant Seeking

i. Reinstitution of CLG grants

This grant, from the federal government, has been reinstated. Commissioners would like to examine possibilities for applying for this funding and bring it back to Council for consideration.

ii. New grant seeking

Chair Unger asked if the HPC could assist the City in acquiring grants for historic preservation projects. They could review grants that have been made to other cities to complete landmark projects and investigate other possibilities.

By majority consensus, Council felt that examining grant seeking opportunities was an amenable idea which should be researched by the HPC and brought back to Council.

4. Discussion/possible action regarding future meetings/agenda items - None.

5. 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 regarding matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Discussion/possible action regarding executive session items.**

No Executive Session was held.

6. Adjournment

Mayor Moriarty adjourned the meeting at 4:46 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 9, 2019.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Craig Swanson
Contact Phone Number	928-274-0027
Contact Mailing Address	55 Wild Horse Mesa Dr, Sedona 86351
Contact Email Address	president@fosedona.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Friends of the Forest 25th Anniversary
Website Address (if applicable)	www.friendsoftheforestsedona.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Scott Jablow Bill Chisholm
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	November 2, 2019
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.	Friends of the Forest would be honored if the Mayor would present the Proclamation at our Annual Membership Meeting, to be held on Saturday November 2, 2019 at the Forest Service Beaver Creek Work Center, south of the Village of Oak Creek, off of Forest Road 618.

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

Friends of the Forest was founded in Sedona in 1994, and has the following mission: "Friends of the Forest is a nonprofit, nonpolitical organization, with membership open to all who are dedicated to maintaining, protecting, and restoring the scenic beauty of our National Forest lands in the Sedona area for the enjoyment and use of present and future generations. By building a partnership with the Red Rock Ranger District of the Coconino National Forest, Friends of the Forest volunteers help fill the gap between needs and resources. We provide teamwork and financial resources to assist the Forest Service in its day-to-day operations."

Over past the 25 years, Friends of the Forest members have volunteered approximately 500,000 hours of work effort, under the direction of the Forest Service, to support the Red Rock District. This work has including tasks such as: trail maintenance and construction, graffiti removal, staffing the Visitor Center, serving as docents at our cultural heritage sites, documenting our cultural heritage, patrolling our trails, sponsoring and putting on educational events and nature walks, assisting the Wildlife Biologist conduct studies, measuring and sampling our air and water, and assisting the Forest Service in a myriad of ways.

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

The mission and the achievements of Friends of the Forest align closely with the City's visions to Vision to be a community that nurtures connections between people, encourages healthy and active lifestyles, and supports a diverse and prosperous economy, with priority given to the protection of the environment. Friends of the Forest is made up of active community volunteers who work in teams to ensure that one of our most precious resources, our National Forest land, is well maintained and as accessible as practical to both residents and visitors.

Our Annual Membership Meeting is an opportunity for us to celebrate the successes of the past year. We recognize members who have been particularly active and have contributed to the organization. We always publicize this meeting to current and prospective members, and we communicate the results of the meeting in our monthly column in the Red Rock News.

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
Friends of the Forest Day, November 2, 2019

WHEREAS, Friends of the Forest is a nonprofit, nonpolitical organization, with membership open to all who are dedicated to maintaining, protecting, and restoring the scenic beauty of our National Forest lands in the Sedona area for the enjoyment and use of present and future generations; and

WHEREAS, Friends of the Forest is celebrating 25 years of service to the community; and

WHEREAS, Friends of the Forest volunteers have worked tirelessly in partnership with the Red Rock Ranger District of the Coconino National Forest to help fill the gap between needs and resources; and

WHEREAS, Friends of the Forest volunteers welcome visitors to Sedona at the Visitor Center, help maintain Sedona's trail system, remove graffiti that mars the beauty of Sedona, educate visitors on our cultural heritage and on the flora and fauna of Sedona, monitor the quality of our air and water, patrol our trails, support the rangers who patrol our wild and scenic rivers, and monitor the health of our wildlife, fish, and rare plants; and

WHEREAS, members of Friends of the Forest have volunteered approximately 500,000 hours over the past 25 years to assist the Red Rock District of the Coconino National Forest; and

WHEREAS, Sedona is honored and proud to have "The Friends" as one of its residents.

NOW THEREFORE I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim November 2, 2019 as Friends of the Forest Day in Sedona, Arizona.

Issued this 22nd day of October, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2531
October 22, 2019
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Resolution and Development Agreement between the City of Sedona and Axys Capital Total Return Fund, LLC for the acquisition of permanent right-of-way on Coconino County Assessor Parcel Nos: 401-08-006 and 401-14-075 in support of the Sedona In Motion, Uptown Roadway Improvements Project.

Department	Public Works Department
Time to Present	N/A
Total Time for Item	
Other Council Meetings	March 27, 2018, June 13, 2018, August 15, 2018, December 11, 2018, February 12, 2019, May 29, 2019
Exhibits	A. Agreement B. Resolution C. Developable Land Map

City Attorney Approval	10/14/2019 SDC	Expenditure Required	\$ TBD
City Manager's Recommendation	Approve the Resolution and Development Agreement.	Amount Budgeted	\$ TBD
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: As part of the Uptown Roadway Improvements Project, land acquisition is necessary for the northern roundabout, as well as the Schnebly Road connector. The two parcels where land acquisition is necessary are 401-08-006 and 401-14-075, both owned by Axys Capital Total Return Fund LLC (Axys).

Staff has been in discussions with Axys since before design began on the Uptown project. Formal negotiations could not take place until design was nearly complete, and the location of the roundabout and Schnebly Road connector were finalized. Staff's position was that the improvements provided substantial value to the subject properties, and that future development of the parcels would necessitate similar improvements. Therefore, staff was requesting dedication of the land at no cost to the City. While Axys agreed that the roundabout provided significant value, they felt the Schnebly Road connector had a negative effect on the developability of parcel 401-14-075. To mitigate the effect to that parcel, approximately 10,245

sq. ft. of excess right-of-way is proposed to be conveyed to Axys. The net dedicated land area from Axys to the City is approximately 10,043 sq. ft. The map attached to Exhibit A shows the approximate exchange areas.

Axys has been willing to work with the City to accomplish the goals of the project but desired to have some mechanism that would recognize the value of dedicated land. Through a series of negotiations, both parties agreed to the concept of utilizing development impact fee credits pursuant to City Code § 14.05.100. A credit to development impact fees is ideal because the City has a standard practice of issuing credits where a developer makes the kinds of improvements that would otherwise be made by the City using development impact fees anyway. The only possible limitation to this approach is that it is not clear what development will ultimately be approved on the site. While the entitlements suggest some robust development is possible, development impact fees are based on actual development, not development potential. In the event the development does not generate transportation related development impact fees sufficient to cover the entire \$221,549 property cost, the City may have to transfer discretionary funds to cover the balance of development impact fees. Based on the recent appraisal of the Axys properties and the developable land areas depicted in Exhibit C, the value calculations are below:

Value Per Square Foot of Developable Land Calculation

North-side Developable Area: 84,068 sf
Creek-side Developable Area: 261,832 sf
Total Developable Area: 345,900 sf
Appraisal Value of all Parcels: \$7,630,000
Value Per Square Foot of Developable Land: \$22.06/sf

Value of Axys to Sedona Dedications

Net Dedicated Land Area: 10,043 sf
Value of Net Dedicated Land Area: \$221,549

The agreement contemplates that Axys will therefore be issued a development impact fee credit in the approximate amount of \$221,549.

While awaiting the approval of this agreement, Axys has granted the City and its contractor right-of-entry to access their properties for the purpose of beginning to construct the northern roundabout. Per the agreement, the right-of-way dedication will be recorded by the end of November 2019.

Community Plan Consistent: Yes - No - Not Applicable

The Sedona In Motion program in general supports the six Vision Themes of the Sedona Community Plan.

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time.
- Community Connections: Supports community connections through its emphases on public participation and involvement during design development and indirectly by improving mobility between gathering place in Uptown Sedona.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle and pedestrian safety.
- Walkability: Reduces vehicle and pedestrian conflicts improving walkability and safety.
- Economic Diversity: Improves local resident and visitor access through multimodal transportation options and connections.

- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage. Projects will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona.

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

Alternative(s): Not approving the development agreement could result in not being able to complete the northern roundabout and Schnebly Road connector, or at a minimum could substantially delay completion of the project.

MOTION

I move to: approve Resolution 2019-_____, authorizing a Development Agreement between the City of Sedona and Axys Capital Total Return Fund, LLC for the acquisition of permanent right-of-way on Coconino County Assessor Parcel Nos: 401-08-006 and 401-14-075 in support of the Sedona In Motion, Uptown Roadway Improvements Project.

WHEN RECORDED, RETURN TO:

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

**DEVELOPMENT AGREEMENT
(Axys Capital Total Return Fund LLC)**

This Development Agreement (“*Agreement*”) is entered into as of the _____ day of _____, 2019 (the “*Effective Date*”), by and between the **CITY OF SEDONA, ARIZONA**, an Arizona municipal corporation (the “*City*”) and **AXYS CAPITAL TOTAL RETURN FUND LLC**, a Delaware limited liability company (“*Axys*”).

RECITALS

A. Axys owns the real property located in Sedona, Arizona commonly referred to as: APN 401-08-002A, 006; APN 401-09-001A, 001-B, 001C; APN 401-13-059; APN 401-14-015, 016, 017, 064, 065, 075, 163, and 164.

B. The City is engaged in the Uptown Roadway Improvements phase of the Sedona In Motion Project (SIM), which includes the construction of a new roundabout on SR.89A and a neighborhood connection via a new roadway, to be known as the Schnebly Extension, from 89A at the point of the new roundabout.

C. As part of the construction of the new roundabout on SR 89A and the Schnebly Extension, the City requires the acquisition of permanent right-of-way on parcels 401-08-006 and 401-14-075.

D. Arizona Revised States (“ARS”) Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in a municipality to enter into a development agreement pertaining to any matter relating to the use of such real property, including applicable land use rules, regulations and official policies; permitted land uses; density and intensity of land use; phasing of development and duration of the development agreement; and development fees.

E. The City desires to release its rights in certain real property and other valuable consideration to Axys in exchange for the dedication by Axys of its real property necessary for the completion of the 89A roundabout and Schnebly Extension portion of the Uptown Roadway Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein the parties, intending to be legally bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as follows:

1. **Recitals.** The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. **Covenants of Axys.** Axys agrees as follows:
 - (a) To dedicate and convey to the City permanent right-of-way on parcels 401-08-006 and 401-14-075, as depicted and described in Exhibit 1 to this Agreement (hereinafter referred to as the “Axys to Sedona Dedication”).
 - (b) To record the dedication and conveyance no later than November 30, 2019.

3. **Covenants of City.** City agrees as follows.
 - (a) To convey to Axys an approximately 10,000 square feet area of existing City right-of-way (hereinafter referred to as the “Sedona to Axys Dedication”) as depicted and described in Exhibit 1 to this Agreement.
 - (b) To record the conveyance simultaneous to the recordation of the Axys to Sedona Dedication.
 - (c) To provide Axys with developer reimbursement (hereinafter referred to as “Impact Fee Credits”), pursuant to Sedona City Code Section 14.05.100, equal to the value of the Net Dedicated Land Area as calculated by subtracting the recorded area of the Sedona to Axys Dedication from the recorded area of the Axys to Sedona Dedication.¹
 - (d) That the value of the Net Dedicated Land Area will be based on the most recent appraisal obtained and provided to City by Axys calculated by dividing the total appraised value of all Axys parcels identified herein, as listed in the appraisal, by the total area of Developable Land, and multiplying the result by the Net Dedicated Land Area.²
 - (e) That the Impact Fee Credits:
 - a. May be applied in part or in whole to any of the parcels owned, as of the date hereof, by Axys that are also identified in this Agreement (hereinafter referred to as the “Axys Parcels”), at Axys’ discretion, and;
 - b. Shall never expire; and,
 - c. May be transferred to any future owner or owners of any of the Axys Parcels, at Axys’ discretion.

¹ The Net Dedicated Land Area is estimated to be approximately 10,043 square feet.

² Developable Land shall be defined as all parcels of land included in the appraisal which are, or can be zoned for developments which would increase the market value of the parcel or parcels.

5. **Miscellaneous.**

- 5.1. **Notice.** Unless otherwise specifically provided in this Agreement, all notices, demands or other communication to be given shall be in writing and shall be deemed to have been duly delivered upon personal delivery by overnight carrier, or email transmission:

To City:
City of Sedona
Attn: J. Andy Dickey, Director of Public Works / City Engineer
102 Roadrunner Drive
Sedona Arizona 86336
SCraver@sedonaaz.gov

To Axys:
Axys Capital Total Return Fund LLC
Attn: Christopher Hamm, Manager
520 N State Route 89A
Sedona, Arizona 86336
chris.hamm@axysgroup.com

With a copy to:
Arcus Private Capital Solutions
Attn: Andrew Martin
4915 E Baseline Rd., Suite 105
Gilbert, AZ 85234
amartin@arcuscapital.com

Either party may change the notice recipient, address or email by giving written notice to the other party as provided above.

- 5.2. **Amendments.** This Agreement may be amended only by a mutual written agreement fully executed by the parties.
- 5.3. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona.
- 5.4. **Waiver.** No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition.
- 5.5. **Severability.** If 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 force and effect to the fullest extent permissible by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- 5.6. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference as though fully set forth in this Agreement. The exhibits are as follows:

Exhibit 1: Dedication and conveyance of the “Axys to Sedona Dedication,” and the “Sedona to Axys Dedication.”

Legal Descriptions and exhibits for the purposes of recording the dedication and conveyance will be prepared after execution of this Agreement.

- 5.7. Entire Agreement. This Agreement and the referenced exhibits and collateral materials constitute the entire agreement between the parties pertaining to the subject matter and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, oral or written, are superseded and merged in this Agreement.
- 5.8. Counterparts. This Agreement may be executed in multiple counterparts.
- 5.9. Consents and Approvals. City and Axys shall at all times act reasonably and in good faith with respect to any and all matters which require either party to review, consent or approve any act or other matter pertaining to the subject matter of this Agreement.
- 5.10. Mutual Benefits. City and Axys agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to both parties as a result of the performance of this Agreement, and that this Agreement is entered into in reliance upon the actual benefits afforded each of the parties.
- 5.11. Conflict of Interest. No member, official or employee of City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511.
- 5.12. Enforcement by Either Party. This Agreement shall be enforceable by either party notwithstanding any change in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building ordinance adopted by City which substantially changes, alters or amends the applicability of said plans or ordinances to the Agreement.

- 5.13. Cumulative Remedies. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.
- 5.14. Attorneys' Fees. In any arbitration, quasi-judicial or administrative proceedings or any other action in any court of competent jurisdiction, brought by either party to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all reasonable costs, expenses in connection with such action.
- 5.15. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns; provided, however, anything herein or elsewhere to the contrary notwithstanding, the Impact Fee Credits are not appurtenant to and do not run with the land, do not inure to the benefit of successors or assigns and do not automatically transfer with a conveyance of the Axys Parcels or portions thereof and shall only be transferred by express written assignment by Axys
- 5.16. No Third-Party Beneficiaries and No Partnership. This Agreement is made and entered into for the sole protection and benefit of the parties. No person other than the parties and their successors in interest shall have any right of action based upon any provision of this Agreement. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.
- 5.17. Effective Date, Term and Recordation. This Agreement will be effective ("***Effective Date***") upon execution by the undersigned parties and recordation in accordance with ARS Section 9-500.05.
- 5.18. Time of the Essence. Time is of the essence in this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY:
CITY OF SEDONA, ARIZONA, an Arizona municipal corporation

By: _____
Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

STATE OF ARIZONA
County of Yavapai

On this _____ day of _____, 2019, before me personally appeared Sandra J. Moriarty, the Mayor of the CITY OF SEDONA, ARIZONA, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

[Affix notary seal here]

Notary Public

AXYS:
AXYS CAPITAL TOTAL RETURN FUND LLC, A DELAWARE
LIMITED LIABILITY COMPANY

BY: _____
CHRISTOPHER HAMM, MANAGER

STATE OF ARIZONA
County of Yavapai

On this _____ day of _____, 2019, before me personally appeared Christopher Hamm, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

Site Plan

See following page

OWNER: IRA SERVICES TRUST
CUSTODIAN WILSON
ALAN DEAN
APN: 401-14-006

OWNER: AXYS CAPITAL
TOTAL RETURN FUND LLC
APN: 401-14-015, 401-14-016,
401-14-017, 401-14-064,
401-14-065, 401-14-075

OWNER: AXYS CAPITAL
TOTAL RETURN FUND LLC
APN: 401-08-006

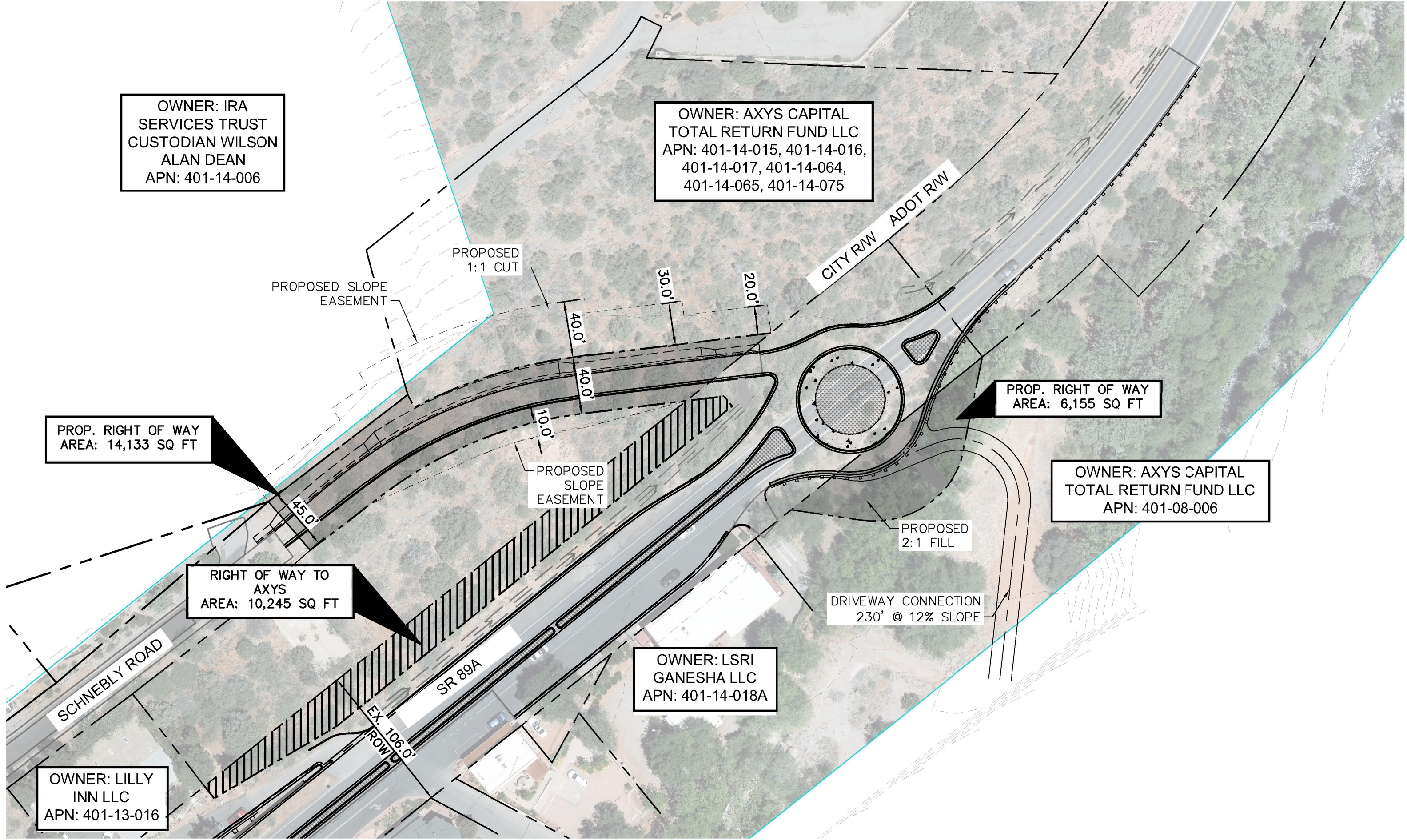
OWNER: LSRI
GANESHA LLC
APN: 401-14-018A

OWNER: LILLY
INN LLC
APN: 401-13-016

RIGHT OF WAY TO
AXYS
AREA: 10,245 SQ FT

PROP. RIGHT OF WAY
AREA: 14,133 SQ FT

PROP. RIGHT OF WAY
AREA: 6,155 SQ FT



RESOLUTION NO. 2019-__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH AXYS CAPITAL TOTAL RETURN FUND, LLC, FOR THE UPTOWN ROADWAY IMPROVEMENTS PHASE OF THE SEDONA IN MOTION (SIM) PROJECT.

WHEREAS; the City of Sedona ("City") and Axys Capital Total Return Fund, LLC, an Arizona limited liability corporation, intend to enter into a development agreement for the Uptown Roadway Improvements phase of the Sedona In Motion Project (SIM). The project includes the construction of a new roundabout on SR 89A and a neighborhood connection via a new roadway, to be known as the Schnebly Extension, from 89A at the point of the new roundabout, and part of the construction of the new roundabout on SR 89A and the Schnebly Extension requires that the City acquire permanent right-of-way on parcels 401-08-006 and 401-14-075.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT the City of Sedona, through its Mayor and Council, hereby finds that the development agreement is allowable pursuant to A.R.S. § 9-500.05, and approves of the agreement, authorizing the signature by the Mayor and recording by law.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 22nd day of October, 2019.

Sandra J. Moriarty, Mayor

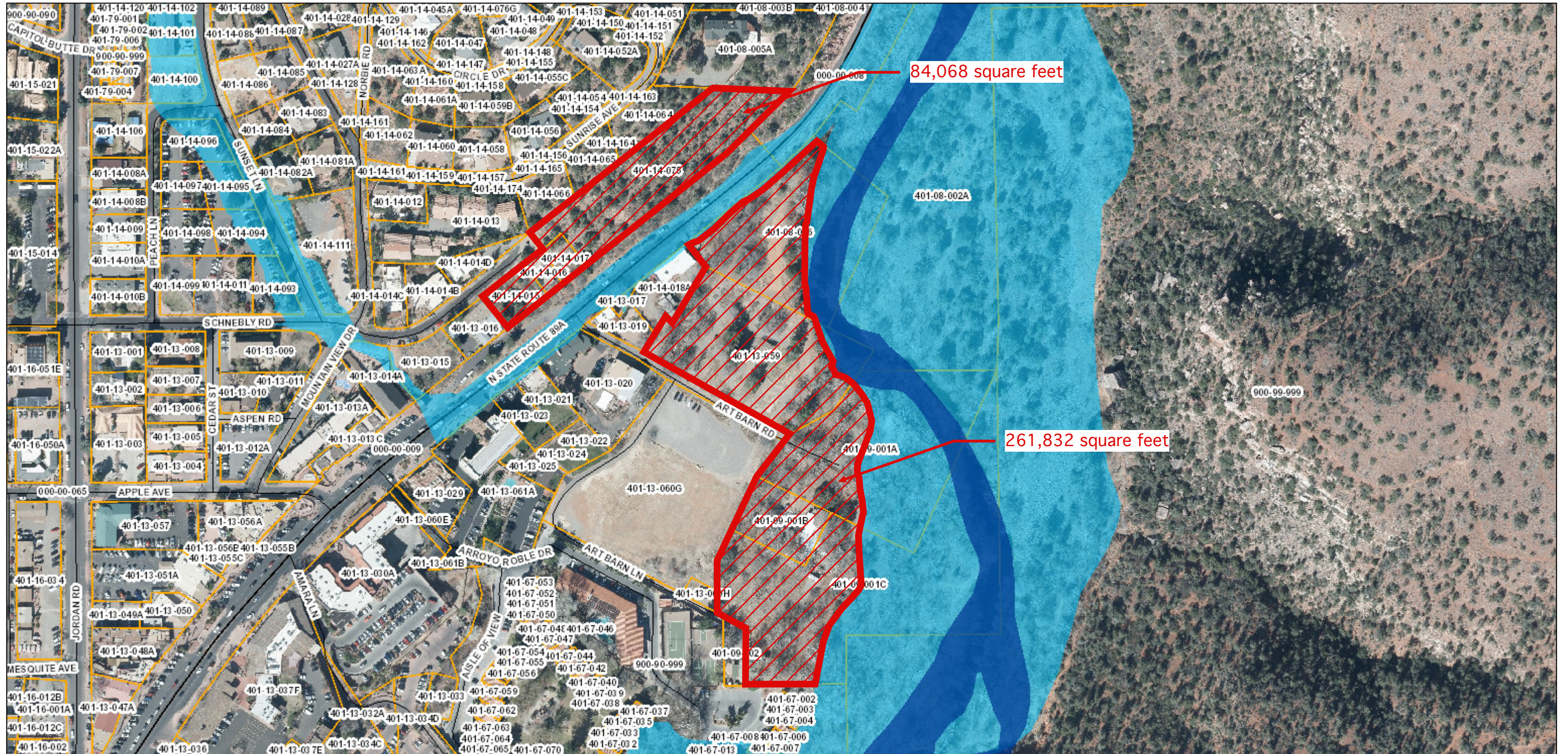
ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

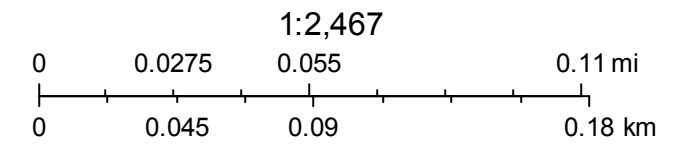
Robert L. Pickels, Jr., City Attorney

City of Sedona



October 1, 2019

- OAK CREEK
- COUNTY LINE
- CITY PARKS
- ▨ Flood Way
- 100yr Flood Plain
- State Route 179 & 89A
- Street Centerline
- PARCEL BOUNDARY





**CITY COUNCIL
AGENDA BILL**

**AB 2533
October 22, 2019
Consent Items**

Agenda Item: 3f

Proposed Action & Subject: Approval of award of a professional services contract to Elliot D. Pollack and Company, in an amount not-to-exceed \$101,820 to conduct an affordable housing needs assessment and to develop a five-year affordable housing action plan.

Department	City Manager's Office
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Contract and Scope of Services B. RFP Document

City Attorney Approval	10/14/2019 SDC	Expenditure Required	
			\$ 101,820
City Manager's Recommendation	Approve a professional services contract with Elliot D. Pollack and Company to perform an affordable housing needs assessment and action plan.	Amount Budgeted	
			\$ 2,000,000
		Account No. (Description)	12-5246-01-6761 (Affordable Housing Contingency)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: For the last several years, the Sedona City Council has identified the need for workforce housing as one of its highest policy priorities. Sedona's Community Plan identifies housing diversity as one of six major outcomes to achieve by 2020. That outcome specifically calls for housing types that, "provide options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers."

To better understand current housing conditions, where gaps exist, and to identify ways to address housing needs, proposals were solicited from qualified firms to conduct a comprehensive Housing Needs Assessment and develop a 5-year Housing Action Plan for the City. The Housing Needs Assessment is intended to provide an in-depth analysis of the current as well as the future needs for affordable, workforce and other housing options primarily of current and future community households, reported incrementally in relation to the Area Median Income (AMI). A Housing Action Plan will identify 1, 3, and 5-year quantifiable recommendations to bridge those identified gaps. The RFP asked consultants to propose how they might analyze current housing conditions, identify housing needs, and identify evidenced-

based and creative strategies across the housing continuum both regulatory and non-regulatory that look to address the current, short-term, and long-term needs of the community. Given that the options may be vast, needs varied, and resources limited, priorities will need to be identified and recommendations will need to be made accordingly to address priorities. This analysis will provide a rational basis for resource allocation deciding when, why, and how the City should participate in creating, supporting and/or funding affordable and other housing developments.

Consultant Selection Process

- The City issued a request for proposals for professional services (Exhibit B) on June 9, 2019.
- Proposals were due by July 17, 2019 and nine responses were received.
- A committee including four members of city staff, a citizen volunteer, and the CEO of Northern Arizona Housing Solutions (a Flagstaff based affordable housing non-profit), reviewed and rated the proposals and selected the top four firms, and invited them to participate in interviews.
- The committee then conducted interviews and examined qualifications, experience, project approach, and available resources.
- References were checked for the top-rated firm.

Elliot D. Pollack and Company, in conjunction with Sheila Harris Consulting, received the highest overall score in both the initial evaluation and interview processes. Staff recommends award of a professional services contract in an amount not to exceed \$101,820.

The anticipated timeframe for the planning process is approximately 8 months. A schedule, budget breakdown, full scope of work, and professional services contract draft is included as Exhibit A. The original RFP is included as Exhibit B.

The communities of the Verde Valley and Yavapai County have had conceptual level conversations about expanding certain scope of work services to get broader perspectives about the housing needs of other Verde Valley communities. The scope of work already includes assessing the housing *inventory* of the region but only articulates housing *demand* for Sedona. It is the demand analysis and certain generalizable components of the action plan that are most likely to be expanded elsewhere in the Verde Valley. Any costs for these expanded services would be borne by whatever Verde Valley partner may choose to participate. While this expansion could cause some delays in the schedule, staff sees value in expanding analysis throughout the valley given that housing issues and solutions are regional.

Community Plan Consistent: Yes - No - Not Applicable

One of the six major outcomes identified in the Community Plan is Housing Diversity. The future visioning in the Plan calls for Sedona to have fostered the building of different housing types to provide more options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers. The intent, as identified in the Plan, is that housing diversity has attracted more young people, families, and professionals, to become a vital part of our community life.

Chapter 3. Land Use, Housing, and Growth (page 23 of Sedona Community Plan) identifies the following key issues:

- Need for greater housing diversity and affordability.
- Need for preservation and renewal of older neighborhoods.

- Need for a range of housing choices for seniors

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could consider revising the scope and/or not pursuing this effort.

MOTION

I move to: approve award of a professional services contract to Elliot D. Pollack and Company in an amount not to exceed \$101,820 to conduct an affordable housing needs assessment and to develop a five-year affordable housing action plan.

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

This contract is made and entered into on this 22nd day of October, 2019, by and between the City of Sedona ("CITY") and Elliot D. Pollack and Company.

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with an affordable housing needs assessment and development of a five-year affordable housing action plan, as set forth in **Exhibit A** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$101,820**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. Subject to Arizona Public Records Law, correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
 6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are

prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.

7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for

any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of CONSULTANT who uses an automobile in providing services to CITY under this contract.

4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
 - D. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
 - E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
 12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written

notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.

13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:
 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist

CITY in regard to any such inspections.

- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**), unless CONSULTANT is incorporated under the laws of the State of Arizona.
 - H. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Karen Osburn, Assistant City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Rick Merritt, President
Elliot D. Pollack and Company
7505 E. 6th Ave, Ste 100
Scottsdale, AZ 85251

24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

Justin Clifton, City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT FIRM NAME

By: _____

Title: _____

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

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

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

Exhibit A - Scope of Work for Housing Needs Assessment & Five-Year Affordable Housing Action Plan City of Sedona

Prepared by Elliott D. Pollack & Company

Approach

Elliott D. Pollack & Company in association with Sheila D. Harris Consulting will prepare the Housing Needs Assessment and Five-Year Affordable Housing Action Plan for the City of Sedona. We understand that the purpose of the Study is to develop a context and foundation that will define the housing affordability issue for Sedona and provide recommendations and strategies to bridge the housing gap.

Data from the American Community Survey demonstrates that many Sedona households are cost-burdened by housing, spending more than 30% of their income on housing. According to the ACS, 38% of all homeowners and 58% of all renters spend more than 30% of income on housing. Nearly 2,300 households in Sedona or 43% of all households fall into the cost-burdened category or “housing gap”. These estimates are higher than the Coconino County average which show that 33% of all households across the County are cost-burdened. Affordable workforce housing is an issue that must be addressed in Sedona in order to provide for the employment needs of the community and its economic vitality.

Affordability Gap City of Sedona				
	Total Units	Spending 30%+ of Income	% Spending 30%+ of Income	Spending Less Than 30%
Owner-Occupied Units				
By Household Income				
Less than \$20,000:	454	437	96%	17
\$20,000 to \$34,999:	378	232	61%	146
\$35,000 to \$49,999:	430	253	59%	177
\$50,000 to \$74,999:	814	260	32%	554
\$75,000 or more:	1,709	270	16%	1,439
Zero or negative income	41	-	0%	-
Total Units	3,826	1,452	38%	2,333
Renter-Occupied Units				
By Household Income				
Less than \$20,000:	392	392	100%	-
\$20,000 to \$34,999:	150	113	75%	37
\$35,000 to \$49,999:	237	189	80%	48
\$50,000 to \$74,999:	271	89	33%	182
\$75,000 or more:	189	24	13%	165
Zero or negative income	53	-	0%	-
No cash rent	102	-	0	102
Total Units	1,394	807	58%	534
Total Housing Gap	5,220	2,259	43%	2,867
Source: 2013-2017 American Community Survey 5-Year Estimates				

Our analysis will focus on both a local and regional approach to addressing housing challenges. While Sedona needs to address its individual needs, the neighboring communities of the Verde Valley may also be able to contribute in some respects to the solution. Cottonwood, for instance, is only a 15 to 20-minute

commute from Sedona. These communities likely are already providing an outlet for more affordable housing options.

As part of our analysis, we will collect and evaluate all available housing data for the City of Sedona and the surrounding region. This data will include the obvious documents and sources available from the City such as the Developer Incentive Guidelines for Affordable Housing as well as U.S. Census data and the American Community Survey. These data sources will be supplemented by interviews and discussions with City department heads and members of a Housing Assessment Advisory Committee that will be established to oversee the Study. The collection of data from the above City and other sources will allow for a comprehensive evaluation of housing trends and future opportunities.

The Project Team will use its experience and resources to develop a comprehensive Housing Needs Assessment which provides:

- A planning tool to determine housing needs and the gap between need and available units.
- A framework with recommendations for the addressing the affordability gap.
- A comprehensive implementation strategy to guide the City in bridging the housing gap.

Scope of Work

The following scope of work is suggested for development of the Housing Needs Assessment, following from the scope of services in the RFP.

Task 1 – Data Collection and Analysis

This task will involve research and collection of all available housing data. We will include in this task analysis of nearby communities including Oak Creek, Cottonwood, Clarkdale, Camp Verde and unincorporated areas of Yavapai and Coconino counties. This data collection and analysis task will focus on:

- **Demographic Analysis:** The most recent demographic data for the City and surrounding region will be collected and evaluated in terms of household income, family and household size, age, tenure (renter and owner), and education levels. The various income levels of households relative to the Area Median Income will be identified including extremely low, low and moderate-income as well as those with incomes above 80% of AMI. Housing cost burden, as noted in the chart on the previous page, will be analyzed for the Sedona region and nearby communities.
- **Forecasts:** Forecasts of population and employment growth for the region surrounding Sedona will be collected and evaluated. The future demand for housing in the region will be determined over the next 10 to 20 years based on the relationship between housing production and growth.

Task 2 – Economic Analysis

There is indisputable relationship between the economy of a region and its housing character and condition. A more robust and diversified economy will produce higher wages, allowing residents to improve their quality of life and living environment. The EDPCo Project Team will evaluate the economic health of the Sedona region through available economic data that includes occupations, wage levels, employment and unemployment trends, commuting patterns, major employers and forecasts for employment growth. The Sedona employment base will be compared to Arizona's economy through a location quotient analysis.

An important component of this analysis is commuting trends. Census data provides a variety of information on commuting patterns that will assist in determining where employees might commute from for work in Sedona.

Task 3 – Outreach

An important element of identifying housing demand and need is interaction with the community. The EDPCo Project Team will:

- Meet with an Advisory Committee that will provide input to the study. Membership in the Committee will be arranged by the City. Three meetings with the Advisory Committee will be held including the following:
 - A kick-off meeting to review the scope of the study and generate initial input.
 - A mid-point update on initial findings.
 - A final presentation on the findings and recommendations of the study.
- Attend a meeting in Cottonwood on October 9 regarding housing issues within the Verde Valley.
- Provide a mid-point progress report on the study to the City Council (to coincide with the mid-point Advisory Committee meeting).
- Conduct focus group meetings with employer stakeholders. We anticipate that the meetings would be held on one day and would be organized by group by industry type (hospitality, retail and restaurants, school district, critical service employers, etc.).
- Conduct a public meeting at the end of the study timeline that would review the results of the study and recommended action plan.
- Provide regularly scheduled monthly update conference calls with City staff.
- Conduct an online survey of employees that will address issues such as where workers live, commute times, availability of rental units, affordability, household income, length of employment in Sedona, seasonality, and similar topics. In order to conduct the survey, we will need the cooperation of employers, the City, Chamber of Commerce, and other local organizations to encourage their employees to participate in the online survey.

Deliverable: The EDPCo Project Team will prepare the online survey, collect and analyze the responses, and issue a report of findings for public distribution.

Task 4 – Housing Market Demand & Gap Analysis

The housing market analysis task consists of two subtasks that evaluate the rental and ownership markets. Our initial effort is to collect all available housing information from the American Community Survey (ACS) and the U.S. Census. Data for specific geographic areas of the Sedona region may be limited due to population size and not fully available from the Census.

The EDPCo Project Team will evaluate the Sedona region’s housing stock of multi-family units, single family homes and mobile home units from the standpoint of vacancy rates, values and rents, age and similar data. The data will be presented region-wide as well as disaggregated by sub-areas or communities as data permits. In addition to Sedona, these sub-areas will likely include Cottonwood, Camp Verde, Oak Creek, Clarkdale and other unincorporated areas of importance. Historical trends in the housing stock over the past ten years will be identified and evaluated including housing permit activity as available. Within this task, we will conduct an inventory of any federal or state-supported housing projects or units in the Sedona region.

Census data is typically not an accurate indicator of housing values and rents. We propose to request a download of housing data from the county assessors of Coconino and Yavapai counties to have a better understanding of the type and age of housing in Sedona and the surrounding communities. In addition, we will conduct an inventory of major apartment complexes in the Sedona region. This will be supplemented with an inventory of vacation rental units in the region as well.

The analysis of the rental market will focus on the character of the inventory:

- Type of units
- Rents
- Vacancies
- Units in the pipeline
- Market-rate and subsidized units
- Overcrowding
- Lack of plumbing facilities
- Cost burden
- Other factors that may be derived from the American Community Survey of the U.S. Census and the inventory of rental units prepared by EDPCo.

Similar to the analysis of the rental market, the evaluation of the owner-occupied market will focus on the character of the inventory:

- Type of units
- Values
- Vacancies
- Units or subdivision in the pipeline
- Overcrowding
- Lack of plumbing facilities
- Cost burden
- Other factors that may be derived from the American Community Survey of the U.S. Census and the assessor data collected from Yavapai and Coconino counties.

EDPCo will conduct a gap analysis as part of the Housing Needs Assessment. The “gap” is the difference between the number of households within each income range and the number of housing units affordable to those households. The “gap” typically occurs at the lower end of the income range where there are more households than affordable units.

Our analysis will depend on housing price information from the Yavapai and Coconino assessor’s offices and the Multiple Listing Service. For ownership housing, the analysis will take into account the distribution of the sales price of housing units compared to the incomes of persons. Similar analysis will be conducted for rental housing based on available data from the U.S. Census and other sources. The analysis will result in determining:

- **Existing Housing Need:** Based on available data, existing housing needs will be identified including housing cost-burden, overcrowding, and lack of plumbing facilities.
- **Projected Housing Need:** Based on forecasted population growth, an estimate will be developed on future demand for housing and the need for a mix of unit types to address the housing cost burden and other factors affecting affordability. Estimates will be developed on the incomes needed to afford ownership and rental housing in the community, specifically addressing

workforce housing for those households with incomes between 80% and 120% of area median income and housing for low and moderate-income households.

An Existing Conditions and Housing Gap Assessment report will be prepared summarizing the findings and conclusions on the Sedona regional housing market. Conclusions will be provided by geographic sub-area or community. The Assessment will address:

- Housing availability by rents and values with particular focus on low and moderate-income households.
- Historical trends in rents and values.
- Income-qualifying standards for homeownership at various income ranges, including a focus on critical personnel such as firefighters, police, and teachers.
- The demand for housing over the next ten years based on population and employment forecasts.
- The “gap” between the housing needs of the population and available housing units.

Deliverable: An Existing Conditions and Housing Gap Assessment report on the initial findings and conclusions of the status of the housing market in Sedona and the surrounding Verde Valley region. A presentation in Sedona will be made to the Advisory Committee.

Task 5 – Review Land Use and Policy Documents

The City of Sedona’s land use controls, impact fees, and development review procedures will be evaluated to identify any restrictions or barriers that may affect the development of affordable housing. The City has made significant efforts to address the affordable housing issue by proposing text amendments for multi-family housing to the Community Plan as well as developing incentives and guidelines for affordable housing. In this task, we will also evaluate parcels in the City that may be suitable for higher density housing, taking into account zoning, parcel size, availability of infrastructure and transit, proximity to retail shopping, and other factors. Land and lot prices, the rising cost of construction including labor, land availability and similar factors all affect the availability of land for affordable units. We will also review the City’s density standards for multi-family and affordable housing. The result of this task is to identify barriers to housing development that could be modified.

Task 6 – Identification of Major Housing Issues

The purpose of this task is to summarize the major housing issues facing Sedona resulting from the preceding analysis. The number and scope of the issues is unknown but will include the gap in affordable housing due to high the high housing cost burden. Beyond the affordable issue, other issues may include:

- The impact of short-term vacation rental units being taken out of the market.
- The availability of housing for seasonal workers.
- The availability of housing for critical service employees.
- Commuting distance for employees due to the lack of housing in Sedona.
- Barriers to affordable housing development.
- The adequacy of affordable housing within the Sedona region that fulfills the need for housing directly in Sedona.

Task 7 – Case Study Comparative Analysis

Research will be conducted on tourist-based communities facing similar housing affordability conditions, how they approached the problem, and lessons learned. Housing affordability is a primary theme for most tourism-dependent economies. Our analysis will focus on identifying the primary strategies that may be transferable to Sedona.

Task 8 – Five-Year Action Plan

Based on the preceding analysis and evaluation, current housing trends and conditions will be identified and enumerated. Strengths and weaknesses of the housing market will be noted; findings and conclusions will be outlined. Reputable forecasts will be used to estimate the demand for housing within Sedona over the next five years.

The Action Plan will take into account previous work undertaken by the City to address the housing affordability issue (amendments to the Community Plan and adoption of affordable housing incentives) and provide:

- Recommendations to address the housing gap for workforce and low and moderate-income households, some of which may be derived from the case study analysis.
- Strategies to guide City policy to remove barriers where necessary and adopt programmatic changes.

Implementation Strategies will consider public, non-profit, and market-rate opportunities for the development of affordable housing. Those opportunities may include:

- Local or County programs and agencies that are available to address the affordable housing issue and, in particular, workforce housing.
- Federal programs that can provide funding for housing and redevelopment purposes (HOME, CDBG).
- State programs available from the Arizona Department of Housing including the Home Plus Mortgage Loan Program, Pathway to Purchase Down Payment Assistance Program and Low-Income Housing Tax Credit Program.
- Multi-Family Mortgage Revenue Bonds available from the Arizona Industrial Development Authority.
- Other funding sources and partners such as non-profit agencies that may assist in the development of affordable housing and/or provide counseling on housing and household budgeting.
- Identifying developers who may show interest in developing affordable housing.
- Identifying potential funding sources for both operational and capital (development) purposes.

The strategies will also consider direct actions the City can undertake to address the affordability gap. These actions may include:

- Identifying sites that may be suitable for affordable housing development.
- Identifying revenue sources that could be used to address the affordability issue and how they might be deployed.
- Identifying incentives the City may promote to generate new housing development.
- Modifying city codes, policies, and adopted plans to promote affordable units.

The Implementation Strategy will prioritize actions to be taken by the City over the five-year action plan.

Deliverables: Preparation of Draft and Final Report

A draft report will be submitted to the City staff for review and comment. Upon completion of the review, a final report will be issued.

A presentation of the final report will be made to the Advisory Committee and to the City Council.

Schedule

The timeline for the study is eight months. Three meetings with the Advisory Committee are planned in addition to City Council updates and a public meeting to be held at completion of the study. Following is a summary of planned meetings.

- A kick-off meeting with the Advisory Committee will be held to review the scope of the study and generate initial input. Some initial housing data collected in the early phase of the study may be presented for discussion purposes.
- A mid-point update will be held with the Advisory Committee on initial findings including a summary report on the housing market and gap and results of the employee survey. A City Council update will be provided at that time as well.
- A final presentation on the findings, recommendations, and five-year Action Plan will be made to the Advisory Committee. A City Council presentation will also be provided at the end of the study.
- A public meeting will be held prior to delivery of the final report to outline the findings of the study and Action Plan.

Project Schedule																																	
Housing Needs Assessment & Five-Year Housing Action Plan																																	
City of Sedona																																	
Tasks	Week	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Data Collection & Analysis		■																															
Task 2: Economic Analysis						■																											
Task 3: Outreach (Survey)										■																							
Stakeholder Focus Group																																	
Task 4: Housing Market Demand & Gap Analysis										■																							
Task 5: Review Land Use & Policy Documents														■																			
Task 6: Identification of Major Housing Issues																		■															
Task 7: Case Study Comparative Analysis																						■											
Task 8: Five-Year Action Plan																										■							
Deliverable																																	
Final Report																																	
Meeting With Advisory Committee																																	
City Council Update																																	
Public Meeting																																	
Stakeholder Focus Group																																	

**Professional Fee
Housing Needs Assessment & Five-Year Housing Action Plan
City of Sedona**

	Elliott D. Pollack and Company			Sheila Harris Consulting	Total Hours	Total Fees	% of Total Fees
	Project Manager	Senior Economist	Statistician	Housing Economist			
Responsibility							
Team Member	Merritt	Court	Velazquez	Harris			
Hourly Rate	\$180	\$135	\$95	\$150			
Tasks							
Task 1: Data Collection & Analysis	8	16	40	4	68	\$8,000	8.0%
Task 2: Economic Analysis	8	16	24	-	48	\$5,880	5.9%
Task 3: Outreach							
Advisory Committee Meetings	24	20	-	24	68	\$10,620	10.6%
Attendance at October 9 Housing Meeting	6	6	-	-	12	\$1,890	1.9%
Stakeholder Focus Groups	8	8	-	8	24	\$3,720	3.7%
Public Meeting	6	6	-	6	18	\$2,790	2.8%
Employee Survey (Lump Sum)	-	-	-	-	-	\$10,000	10.0%
Task 4: Housing Market Demand & Gap Analysis	28	32	16	8	84	\$12,080	12.1%
Task 5: Review Land Use & Policy Documents	20	20	-	16	56	\$8,700	8.7%
Task 6: Identification of Major Housing Issues	20	20	16	24	80	\$11,420	11.4%
Task 7: Case Study Comparative Analysis	32	16	-	8	56	\$9,120	9.1%
Task 8: Five-Year Action Plan	42	24	-	32	98	\$15,600	15.6%
Total Hours	202	184	96	130	612		
Total Fees	\$36,360	\$24,840	\$9,120	\$19,500		\$99,820	100%
Reimbursable Budget (Travel)						\$2,000	
Total Professional Fee						\$101,820	

REQUEST FOR PROPOSALS

PROJECT NO. CD19-02

2019 HOUSING NEEDS ASSESSMENT AND 5-YEAR AFFORDABLE HOUSING ACTION PLAN

Issued June 4, 2019

Proposals due by July 17, 2019 at 5:00 p.m.

DELIVER TO:
Karen Osburn
Assistant City Manager/
Community Development Director
102 Roadrunner Drive
Sedona, AZ 86336
928-203-5067

REQUEST FOR PROPOSALS

**CITY OF SEDONA
Sedona, Arizona 86336**

PROJECT # CD19-02

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PART I

REQUEST FOR PROPOSALS (RFP)

PURPOSE

The City of Sedona, AZ is soliciting proposals from qualified firms to conduct a comprehensive Housing Needs Assessment and develop a 5-year Housing Action Plan. The Housing Needs Assessment will provide an in-depth analysis of the current as well as the future needs for affordable, workforce and other housing options primarily of current and future community households, reported incrementally in relation to the Area Median Income (AMI). A Housing Action Plan will identify 1, 3, and 5-year quantifiable recommendations to bridge those identified gaps. The consultant will analyze current housing conditions, identify housing needs and identify evidenced-based and creative strategies across the housing continuum both regulatory and non-regulatory that look to address the current, short-term and long-term needs of the community. Given that the options may be vast, needs varied, and resources limited, priorities will need to be identified and recommendations will need to be made accordingly to address priorities. This analysis will provide a rational basis for resource allocation deciding when, why, and how the City should participate in creating, supporting and/or funding affordable and other housing developments.

BACKGROUND

The City of Sedona, AZ serves a population of approximately 10,000 full-time residents, and 3 million visitors each year. Renowned for its majestic red rocks, Sedona has become an international destination for outdoor adventure, arts and culture, and health and wellness. While tourism is vital to the economic sustainability of the region, the rapid growth in visitation has led to quality of life concerns, including the lack of availability of affordable housing for locals. While the robust tourist economy necessitates a sizeable workforce, those are primarily lower paying jobs. The full-time resident population is made up of primarily retirees, with a median age of 57.

Sedona's cost of living index for 2018 was over 50% higher than the US average, primarily due to the cost of housing. At the end of the first quarter of 2019 the median single-family home cost in Sedona was \$562,500, more than double the Arizona median cost. With a local median area income for a four-person household of approximately \$56,000 annually, homes at these prices are unattainable for the majority of the local workforce. Renting does not appear to be a more viable option. While we lack comprehensive data on rental pricing, review of rental listings show very little product available (28 total units citywide ranging from \$1,550 to \$4,500/month), let alone at or below \$1,200 per month which is what that same family could afford if they spent 35% of their gross income on housing assuming modest utilities expenses. The lack of availability of rental housing has been exacerbated by the passage of state legislation preempting the City from prohibiting short term vacation rentals. Since the new law was enacted in 2017, Sedona has seen a proliferation of short-term rental activity in and around the community, driving inventory down and prices up.

High land prices and construction costs make the creation of diverse or affordable housing units increasingly difficult. Recent surveys of local employers found availability of qualified

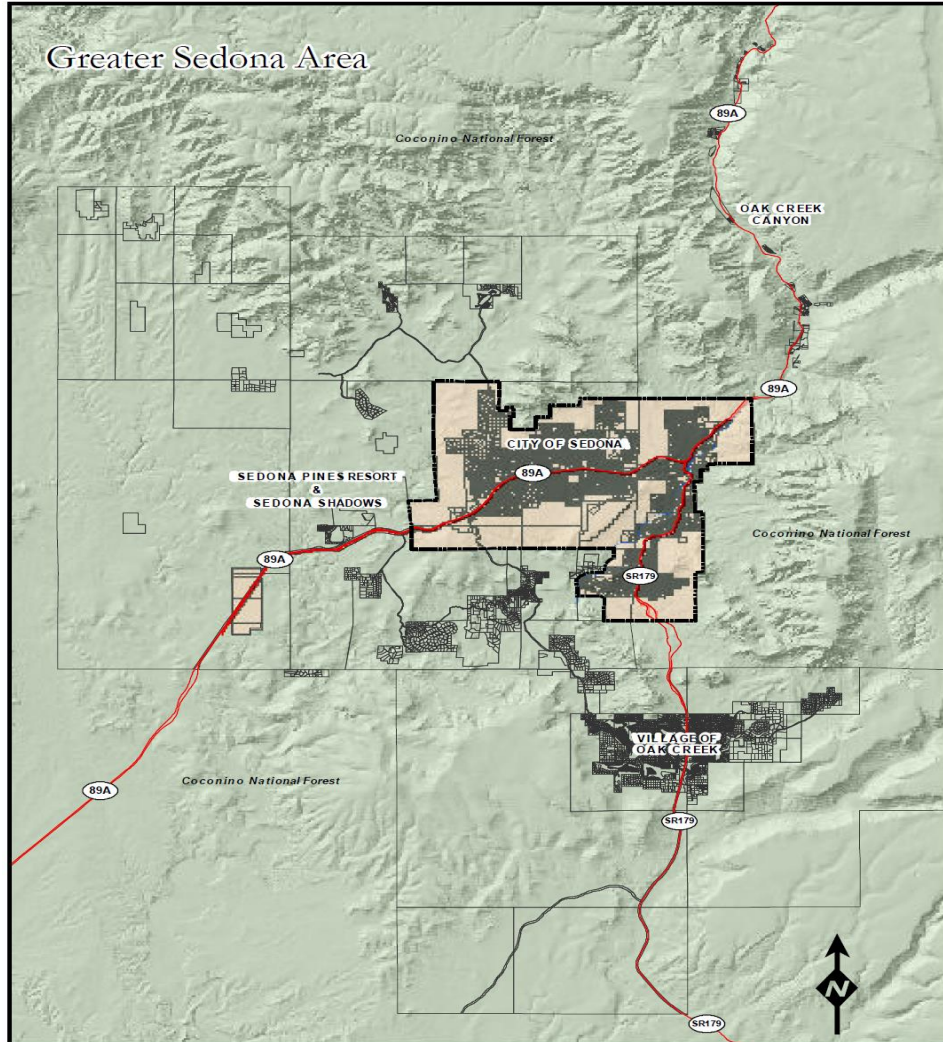
workforce as the largest obstacle to business success and availability of affordable housing as the biggest impediment to attracting that workforce.

For the last several years the Sedona City Council has identified the need for workforce housing as one of its highest policy priorities. Sedona’s Community Plan identifies housing diversity as one of six major outcomes to achieve by 2020. That outcome specifically calls for housing types that, “provide options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers.”

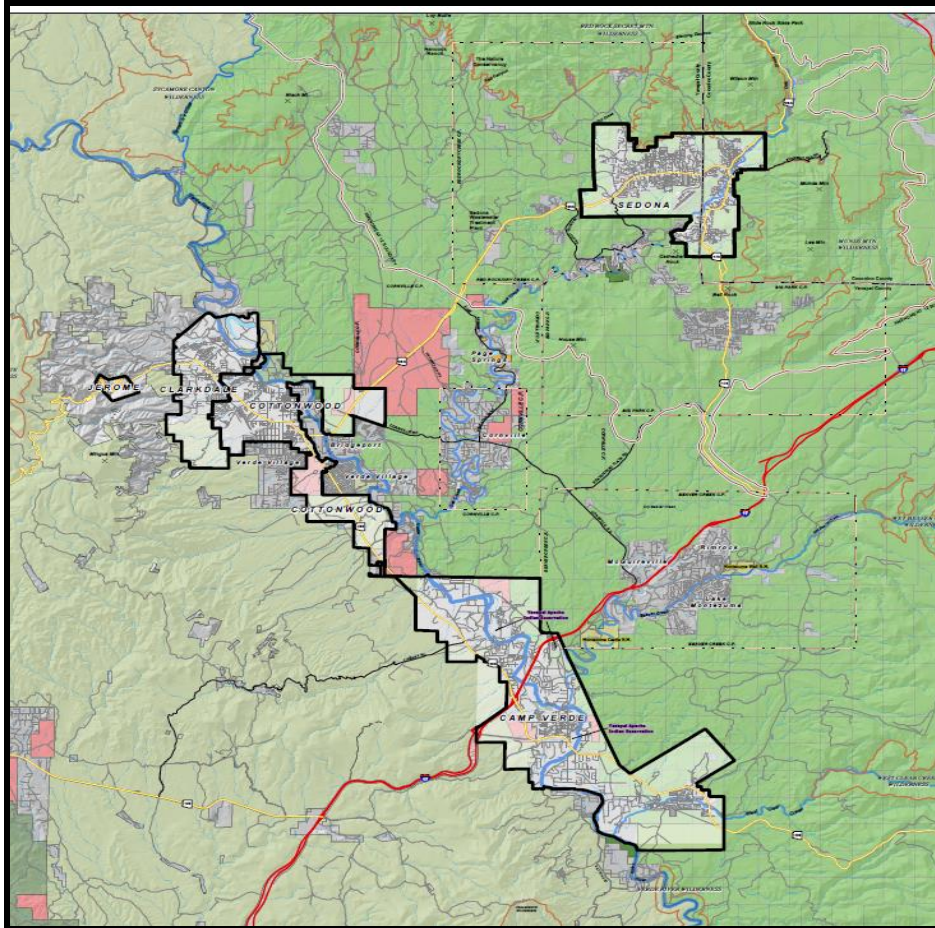
STUDY AREA

The primary study area encompasses the City of Sedona, but will likely need to include at least a cursory analysis of the regional housing market in recognition of the regional laborscape. This would likely include neighboring communities of Village of Oak Creek, City of Cottonwood, Towns of Clarkdale and Camp Verde, and surrounding unincorporated areas as many people commute from these areas to the City of Sedona for work.

Greater Sedona



Sedona and Verde Valley



SCOPE OF SERVICES

This Scope of Services was prepared to provide an overview of needs and guidance to consultants. This list is not intended to be a comprehensive itemization of plan components or areas needed to conduct a comprehensive assessment and develop recommendations. The City is relying on the consultant's professional expertise in analyzing any and all pertinent factors and is open to additional strategies and approaches to meet the overall goals of identifying affordable housing needs for this area, and developing housing solutions. The consultant may also propose collecting additional information which he/she deems relevant in defining the local housing marketing and local housing need. Certain of the following scope items may only require a cursory review during this process in order to effectively draw conclusions and inform recommendations while others may require more extensive analysis during this study process. The successful consultant will work with the City to refine the scope and develop the most appropriate program of work to achieve desired outcomes.

Objectives

1. To define the gap between the current housing options and the number and type of housing units needed by households in the overall community, understand

needs, prioritize areas of need.

2. Develop recommendations to address the gap between the necessary number of housing units to provide for the local workforce and households below an income level able to compete in the open real estate market for housing.
3. Recommend strategies to guide future decisions regarding removal of regulatory barriers, resource allocation and local policy and programmatic changes, implementation of which will result in bridging current and future housing gaps identified in the Needs Assessment.

Consultant shall prepare a demographic profile of the City of Sedona to include the following:

Housing costs and demand data will be prepared for surrounding communities to the extent necessary to draw conclusions sufficient to inform the Affordable Housing Action Plan.

Population Demographics –

- Income, including source of households, with a breakdown of renters and owners earning < 30% of the AMI (extremely low income), 31% -50% of the AMI (low income) 50% to 80% of the AMI (moderate income), 81% to 120% of AMI (middle income) and 120% to 200% of AMI;
- Percentage of household income spent on housing costs per aforementioned income band;
- Number of households with children, number of adults, seniors and those with a disability;
- Comparison of age with income, with a breakdown of renters and owners
- Number of single, two-income and more income households. This would include the average number of jobs held in each household and/or by adults.

Employment and Transportation -

- Analysis of jobs and wages – types of jobs and typical wages, as well as incomes necessary to afford market-rate housing at different levels;
- Determine employee needs, including seasonal workers;
- Percent of those who commute from outside of city for employment, destination of employment, miles traveled and income of out-of-community households;
- Survey of local employees to determine impact of housing cost and availability on long-term employment sustainability and residency;
-

Housing Costs & Estimated Demand

- Existing market supply for market rate and affordable housing including general trends in rents by bedroom configuration and location;
- Current rental and vacancy rates by number of bedrooms and market location

- Planned rental projects in the area and significant rental/ownership developments in the pipeline;
- Trends in sales prices by unit type, location and age of property;
- Includes a projection of current and projected demand for rental and ownership housing in the study area;
- Estimate potential job creation/growth;
- An analysis of gaps in the existing housing supply and the existing and projected quantifiable demand for specific housing types (e.g. units of rental housing, entry-level for sale housing, etc.); based on income levels, age categories, employment types, etc.
- Preferences households may have when seeking housing, including location considerations, amenities and size/price of unit;
- An estimate of households who would like to purchase a home, the amount available for a down payment and factors that have inhibited them in seeking a home to buy;
- Specific information about very-low, low, moderate and middle-income households, including a description of the household type(s), amount they pay for housing (as percentage of income), length of time in the area and employment patterns;
- Identify key population and housing demographic data to be measured including current and future unmet housing needs;
- Impact of seasonal housing on the business community and the community at large. Include how many units are needed, future trends type and price.

Housing Issues

- An estimate of the number of households burdened by high housing costs, including those who are burdened and earn very low, low, moderate and middle incomes;
- An estimate of sub-standard dwelling units in need of rehabilitation/replacement;
- Estimated impact of seasonal workers on limited housing stock/availability;
- Determine if the short-term vacation rental market is impacting the availability of long-term housing and to what extent;
- Number of housing units needed, both rental and for sale, to fill the current and future needs based on bedroom size, price point, corresponding income levels and age categories.

Solutions, Recommendations, and Implementation Strategies

- Quantifiable number of units needed both rental and ownership housing stock to fill unmet needs, by bedroom size and price point;
- Operating subsidy required to create housing for income groups earning 0 to 30% of AMI, 31% to 50% of AMI, 51% to 80% of AMI, 81% to 120% of AMI, and 121% of

AMI

- Options to address the housing needs in the study area;
- Identify existing barriers (regulatory and otherwise) to production of affordable housing opportunities;
- Recommend policy changes and updates to promote affordable housing opportunities;
- Identify potential solutions for policy makers, non-profit organizations and the private sector to consider addressing identified housing needs and problems;
- Identify potential developers, both for and non-profit who have the capacity to develop affordable housing;
- Review the City's zoning code and future land use map and make recommendations for updates to support the development of future affordable housing identifying areas where opportunities may exist to develop new housing;
- Suggest and prioritize strategies, including potential partnerships with local employers, neighboring jurisdictions, non-profits, and/or private developers, for the creation and implementation of housing programs and development of properties to meet the gaps identified in the study;
- Identify potential revenue funding sources for operational subsidies for housing programs and revenue stream for the production of units to meet area's unmet housing needs;
- Identify incentives and alternatives to promote creation of affordable housing;
- Identify any additional resources, legal or otherwise, necessary to implement recommendations;
- Identify potential opportunities to rehabilitate or repurpose existing buildings to address housing needs and demand.

Scope of Work is a general list of objectives anticipated to be required of the awarded respondent. The City of Sedona requests that the consultant add to, subtract from, and further define and develop this scope as necessary to achieve the overall objective.

RESOURCE DOCUMENTS

The following documents provide data that may be useful to prospective proposers. They can be accessed [here](#).

2018 Yavapai College Sedona Community Profile
2018 Yavapai College Sedona Economic Overview
2018 Chamber of Commerce Affordable Housing Survey
Developer Incentives Guidelines for Affordable Housing (DIGAH)
2017 HUD Market Study (for Cottonwood multifamily project)
Housing Market Statistics Report (March 2004 to 2019)
2017 City of Sedona Multifamily Housing Report
2018 Yavapai College Environmental Scan

Those respondents which are determined to be best qualified to undertake the services required under this Request for Proposals may be invited to make a presentation to the City. Further information may be provided to the prospective respondents after the initial selection.

SUBMITTAL REQUIREMENTS:

Seven (7) copies of the respondent's proposal, and one (1) electronic copy, will be received by the City until 5:00 p.m., PST on, **July 17 2019**, at the office of the City Manager Attn: Karen Osburn; City of Sedona; 102 Roadrunner Drive; Sedona, Arizona 86336. The outside of the envelope must bear the notation:

PROJECT #CD19-02
2019 HOUSING NEEDS ASSESSMENT AND 5-YEAR AFFORDABLE HOUSING
ACTION PLAN
July 17, 2019, 5:00 P.M.

The Proposal must contain, but is not limited to the following information in the format outlined below:

1. **Letter of Introduction.** Describe your firm's areas of expertise and other information that helps to characterize the firm. Describe your overall understanding of the project. Provide the name, title, address, and telephone number of the primary contact. The letter must be signed by the firm's authorized representative.
2. **Project Manager's Experience.** Identify the project manager who will be responsible for this project. List the *project manager's* relevant experience and similar work including references.
3. **Personnel.** If there is a project team, include name and office location of key personnel. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience. List key projects the project team has worked on in the past 5 years that are of similar type and magnitude to this RFP.
4. **Project Approach / Scope.** Develop and describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe how the firm will be able to collect or verify field data in a timely fashion. Describe particular challenges which you foresee this project presenting and your approach for addressing these challenges. Describe your approach to public involvement and innovation.
5. **Examples of Similar Work.** Include a list of similar projects listing the Owner, the Owner's contact person, address and phone number.
6. **Resumes of Key Staff.**
7. **Proposed budget.** A total, not to exceed, cost estimate for the project must be submitted. The cost shall be based on the number of hours of work provided and

“out of pocket expenses” (e.g. travel and lodging) and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City. Such estimate shall provide the following information:

- The number of hours to be provided by each person assigned to the proposed work by the firm’s organizational levels.
- The proposed hourly rate for billing shall be included for each person.
- The number of hours of work, cost and percent of total cost shall be itemized for each major work element of the proposal.
- An itemized estimate of “out-of-pocket expenses” must be included.
- Method of billing must be disclosed.
- An acknowledgement that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, must be communicated by the consultant and agreed to by the City prior to the performance of that task/work request.

8. Proposed work schedule.

9. **Other.** Relevant information the consultant wishes to include that is not listed above.

CITY’S REPRESENTATIVE

Karen Osburn, Assistant City Manager/Director of Community Development
102 Roadrunner Dr.
Sedona, AZ 86336
Office: 928-203-5067
KOsburn@SedonaAZ.gov

INSTRUCTIONS TO RESPONDENTS

1. INSTRUCTIONS TO RESPONDENTS

There are 18 total pages in this Request for Proposals. It is the respondent’s responsibility to ensure that all pages are included. If any pages are missing, immediately request a copy of the missing page(s) by e-mailing your request to Karen Osburn, Assistant City Manager at Kosburn@SedonaAZ.gov , RFP Project #CD 19-02.

Any and all explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals or any part thereof may be requested in writing via email to Karen Osburn, Assistant City Manager at Kosburn@SedonaAZ.gov.

2. LATE PROPOSALS AND MODIFICATIONS

Proposals and modifications thereof received after the exact time of closing of which is **5:00 p.m., July 17, 2019** will not be considered.

3. WITHDRAWAL OF PROPOSAL

Unless otherwise specified, Proposals may be withdrawn by written request, received from respondent prior to the time set for closing.

4. INTENT OF THE CITY

The objective of this Request for Proposals is to provide sufficient information to enable qualified respondents to submit written Proposals. This Request for Proposals is not a contractual offer or commitment to purchase services. Contents of this Request for Proposals and respondent's Proposal will be used for establishment of final contractual obligation. It is to be understood that this Request for Proposals and the respondent's submittal may be attached or included by reference in an agreement between the City and successful respondent. Proposals shall be valid for a period of not less than 60 days.

5. BASIS FOR SELECTION

This Request for Proposals will be evaluated utilizing the criteria listed below. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

Relevant Experience & Project Manager Experience

- What experience with similar projects does the team have?
- What projects has the project manager led?
- Does the consultant have a good record of developing similar projects that have been implemented, and how closely does the outcome match their recommendations?
- What performance data is available to demonstrate project success?

Project Approach / Scope

- Are the minimum elements addressed?
- Do additional tasks suggested by the consultant tend to improve the quality of the end product?
- How well does the proposed scope assure accomplishment of an effective parking management program?
- How well is the project approach explained and justified?

Public Relations & Public Outreach Experience

- How much experience does the consultant/team show in working with public committees?

Cost

- The cost will be weighed in relation to other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City and the overall level of expertise of the specific firm's personnel proposed to do the work for the City.

Qualified Personnel

- How many members of the team have worked together on previous similar projects?
- What local knowledge is evident in the team make-up?
- Does the team meet the objectives of the project?
- Are the primary consultant and sub-consultant complimentary in skill sets?
- How well does the team understand the concept/goal of this project?

6. REQUIRED INSURANCE

Insurance requirements are listed in Section 10 of the attached sample Professional Services Agreement.

7. SELECTION

Selected firms submitting proposals will be invited to give an oral presentation explaining their proposal. It is anticipated that interviews will be for the top two to three consultants, if necessary. A selection team will provide a recommendation to City Council. The City Council will consider approval of a contract with the selected consultant.

The City reserves the right to accept or reject any and all responses, in part or in whole, and to accept responses which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the City. The City further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

Part II

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

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

1.
 - A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$_____. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task.
3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. However, in that CONSULTANT is doing business within the Sedona City limits, CONSULTANT will be required to obtain an annual Sedona Business License for every year that the CONSULTANT does business with Sedona or within the City limits.
5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions

shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.

6. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and the Arizona Department of Transportation and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. **PROFESSIONAL RESPONSIBILITY.** CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. **COMPLIANCE WITH LAW.** It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subconsultant in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. **INSURANCE.**
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.

4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other

payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.

13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONSULTANT. CONSULTANT is an independent consultant. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached Exhibit "A," Request for Proposals published in connection herewith, Bid Schedule, Additive Bid Items, if any, General Conditions, Special Conditions, Addenda, if any, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, consultants and subconsultants shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subconsultants will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Consultant Immigration Warranty").
 - B. A breach of the Consultant Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any consultant or subconsultant

employee who works on this contract to ensure that the consultant or subconsultant is complying with the Consultant Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.

- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subconsultants to ensure compliance with Consultant's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verifications performed.
 - E. Neither CONSULTANT nor any subconsultant shall be deemed to have materially breached the Consultant Immigration Warranty if CONSULTANT or any subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subconsultants who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may **create a substantial interest, or the appearance of a substantial interest** in conflict with the timely performance of the work **or ultimate outcome** of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether

such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

- 23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: _____

- 24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

CONSULTANT

City Manager

By: _____
Title: _____

ATTEST:

City Clerk

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

APPROVED AS TO LEGAL FORM:

City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2534
October 22, 2019
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of a Professional Services Contract for design services for the Forest Road Connection Project with Kimley-Horn and Associates, Inc in the approximate amount of \$338,190.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	May 29, 2019
Exhibits	A. Professional Services Contract – Forest Road Connection

City Attorney Approval	10/14/2019 SDC	Expenditure Required	\$ 338,190
City Manager's Recommendation	Approve a professional services agreement with Kimley Horn for the Forest Rd. connection project.	Amount Budgeted	\$ 86,864
		Account No. 22-5320-89-6888 (Description) Forest Road Connection (SIM-05B)	\$ 283,536
		Account No. 48-5320-89-6872 (Description) Forest Road Connection (SIM-05B)	
		Finance Approval <input checked="" type="checkbox"/>	

SUMMARY STATEMENT

Staff is requesting approval of a professional services contract with Kimley-Horn and Associates, Inc in the amount of \$338,190 for the design of the Forest Road Connection. Design development of the project will be consistent with Alignment Option 1 and include multi-modal provisions for bicycles and pedestrians as directed by Council (May 29, 2019 Council work session) and as defined in the Feasibility Study by Southwestern Environmental Consultants, Inc (letter report dated May 15, 2019).

Background:

SIM-5B Forest Road Connection

This project is associated with the Sedona Transportation Master Plan (TMP) – Strategy 5, Major Roadway Connections. As one of three components for Strategy 5, the Forest Road Connection project will extend Forest Road from its current terminus (dead end), located just west of the Sedona Fire District site at 431 Forest Road, to connect with SR 89A approximately 500 feet west of the Brewer Road roundabout. This connection will improve accessibility and resiliency of the transportation network to serve destinations or points of interest between the Uptown Sedona neighborhoods and areas of west Sedona.

A feasibility study was undertaken to assess alignment options for the extension of Forest Road between its current terminus and SR 89A. The feasibility study, initiated on December 21, 2017 was completed in May of 2019 and was accompanied by a comprehensive and protracted public outreach program by staff.

The feasibility study identified two alignment options for the extension of Forest Road together with variations in the level of improvements of each to support either a basic and minimal roadway section, principally for vehicle use, or a more fully developed roadway section, supporting multi-modal use inclusive of vehicles, bicycles, and pedestrians.

At the May 29, 2019 Council Work Session, staff provided an update of the SIM transportation program with a focus on the Forest Road Connection project and the findings of the Feasibility Study. Following that presentation, Council directed Staff to pursue the Option 1 alignment and to include multi-modal provisions for bicycles and pedestrians.

Consistent with Council direction, staff initiated the development of a scope of work and Request for Qualification (RFQ) in order to solicit qualifications from engineering consultants for design of the Forest Road Connection. Staff, following the statutory process associated with A.R.S. § 34-603, issued public notice on August 14th and 21st of 2019 relating the City’s interest in the procurement of professional services for the design of the Forest Road Connection Project. Staff received a total of two submittals in response to the publication of the RFQ, which closed on September 5, 2019. The two respondents were:

- 1) WSP USA Inc; and
- 2) Kimley-Horn and Associates.

Following the close of the solicitation a selection committee, established for the purpose of evaluating respondents to the RFQ, determined both candidates had submitted valid responses and possessed the prerequisite qualifications for the project. Accordingly, both respondents were invited to participate in the interview process leading to final selection. Interviews for purpose of determining the most qualified consultant were conducted by the selection committee on September 23, 2019. The following criteria and weighting were utilized by the selection committee in its evaluation of the interviewees:

CRITERIA	WEIGHT
Project Manager's and Team's Experience	25%
Unique Challenges	20%
Project Approach and Innovation	20%

Strategies to Manage Project Peripherals	15%
Public Outreach Support	10%
Communications	10%

The final scoring and ranking of interviewees by the selection committee was as follows:

Consultant	Score	Ranking
Kimley-Horn	8.3750	1
WSP	7.6750	2

Based upon the ranking of the selection committee identifying Kimley-Horn as the most qualified consultant, staff initiated negotiations with Kimley-Horn which concluded with a mutually satisfactory scope of work and fee for the project. A draft professional services contract and corresponding scope of work in an amount not to exceed \$338,190 is included in Exhibit A. Note that the fee amount excludes the Allowances identified in the scope of work valued at \$71,070.

The services contemplated with the allowance are not currently necessary. The allowance is negotiated and included separate from the base price in the event they become necessary as the design unfolds. An allowance related to the design and permitting of public sanitary sewers is provided to support extension of these facilities within the new Forest Road Connection as sufficient support and interest by the benefitted properties is identified by staff. Of further note, staff anticipates completing the design, permitting, and construction oversight for the extension of public sanitary sewers utilizing in-house resources, thus saving on the design cost associated with this potential allowance.

Community Plan Consistent: Yes - No - Not Applicable

The Sedona In Motion program in general supports the six Vision Themes of the Sedona Community Plan.

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time.
- Community Connections: Supports community connections through its emphases on public participation and involvement during design development and indirectly by improving mobility between gathering place in Uptown Sedona.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle and pedestrian safety.
- Walkability: Reduces vehicle and pedestrian conflicts improving walkability and safety.
- Economic Diversity: Improves local resident and visitor access through multimodal transportation options and connections.
- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage. Project will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

Council could elect to not approve the contract for professional design services; however, this action would have the effect of either delaying, or preventing the project from be carried out resulting in continued deficiency of the transportation network in this area of Sedona.

MOTION

I move to: approve award of a professional services contract for the Forest Road Connection project to Kimley-Horn and Associates Inc. in an amount not-to-exceed \$338,190 subject to approval of a written contract by the City Attorney's office.

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

This contract is made and entered into on this ____ day of _____, 20 _____, by and between the City of Sedona ("CITY") and Kimley-Horn and Associates, Inc ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with Forest Road Connection project, as set forth in **Exhibit A** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$338,190**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. Subject to Arizona Public Records Law, correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.

6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of CONSULTANT who uses an automobile in providing services to CITY under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
- D. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. **TERMINATION.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. **VENUE.** This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.
16. **ENTIRE AGREEMENT.** This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
18. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**
 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor

employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.

- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**), unless CONSULTANT is incorporated under the laws of the State of Arizona.
 - H. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, all expenses of such legal action or collection, including witness

fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager or City Department Head
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Kimley-Horn and Associates
201 N Montezuma, Suite 206
Prescott, AZ 86301

24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

Kimley- Horn & Associates, Inc
CONSULTANT FIRM NAME

City Manager or City Department Head

By: _____

Title: _____

ATTEST:

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

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

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

EXHIBIT A



October 10, 2019

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

Re: **Scope and Fee for Professional Services
Forest Road Connection**

Dear Mr. Welch:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Sedona (City) to provide Professional Design Services for the Forest Road Connection.

Our proposal is divided into the following sections:

Exhibit A – Scope of Work

Exhibit B – Fee and Expenses

Exhibit C – Subconsultant Backup Information.

Exhibit D – Project Schedule

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

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

Andrew Baird, P.E.
Project Manager

EXHIBIT A
Scope of Work

**EXHIBIT A
CITY OF SEDONA
FOREST ROAD CONNECTION**

**SCOPE OF SERVICES
October 10, 2019**

This project consists of the extension of Forest Road to SR 89A to improve safety and connectivity in the Uptown area of Sedona (approximately 1700’).

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

- **Scoping Phase** will consist of performing data collection, control/topographic survey, determination of existing right-of-way, utility impacts, geotechnical evaluation, environmental impacts, landscaping and overall evaluation/alternative development of the recommended improvements including but not limited to:
 1. Alignment Selection
 2. Pedestrian and Bike Path Determination
 3. Intersection Design at SR 89A
 4. Public/Private Utility Extensions
 5. Retaining Wall and Earthwork Design
 6. Landscape and Irrigation Improvements
 7. Drainage Systems
 8. Stakeholder Coordination (Residents, ADOT, Utilities)
 9. Geotechnical Investigation and Report

Completion of this phase will consist of a memorandum and concept exhibits with recommended alternatives for each improvement with associated costs and benefits. The Report will be reviewed by City Staff prior to a Public Meeting and moving forward into Final Design

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

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

- a. Kimley-Horn will research and evaluate existing City and private utility information (e.g. as-builts, quarter section maps, GIS) regarding existing facilities such as roadway, drainage, traffic, and utilities. The City will provide available as-builts and other related existing data.
- b. Kimley-Horn will request an Arizona Blue Stake ticket to identify existing utilities within the project limits and request existing utility information.

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

- a. Kimley-Horn will prepare a survey request and coordinate with SWI for control and topographic survey services.
- b. Kimley-Horn will review for control and topographic survey data as well as right-of-way information provided by SWI.

1.3 - Concept Design/Alternative Evaluation

- a. Kimley-Horn will conduct a review of residential access and future development to ensure that each affected parcel within the project limits is accessible or developable. This information will be used to facilitate discussions with adjacent property owners.
- b. Kimley-Horn will develop alternatives for the recommended roadway improvements. An alternative analysis table will be utilized to present the different features of each alternative to assist the City in decision making. The alternatives will be evaluated against right of way impacts, utilities, storm water management, aesthetics, adjacent properties, maintenance, etc.
- c. Kimley-Horn will coordinate directly with the Utility companies to include relocation and extension alignments in the concept plans for development of final design documents.
- d. Kimley-Horn will prepare concept design drawings of project improvements utilizing GIS base layer data provided by the City of Sedona in the absence of topo survey and right of way mapping.
- e. Kimley-Horn develop preliminary costs associated with each alternative, which will be used to prepare the Design Alternative Memorandum

1.4 - Project Management/Meetings

- a. Kimley-Horn will attend the following meetings as a part of this phase of the project:
 - i. Design Concept Review Meeting
 - ii. Public Meeting
 - iii. Property Owner Meetings
 - iv. ADOT Meeting

- b. Kimley-Horn will provide Visualization/Renderings to support Public Outreach. This will include illustrative models at different perspectives (aerial, street view, etc.) using Autocad, Sketch Up and Lumion. This task includes up to 5 different visualizations/renderings for use during this phase and the final design phase.
- c. Kimley-Horn will prepare a summary of comments after each meeting.

PHASE 2 – FINAL DESIGN PHASE

2.1 – Roadway Design

- a. Kimley-Horn will design approximately 1,800 feet of the Forest Road Connection from Forest Road to SR 89A. Roadway improvements will include a bi-directional two-lane roadway with bike lanes, sidewalks or a shared use path.
- b. Kimley-Horn will establish a roadway construction centerline based on existing survey monuments.
- c. Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - Legend & Notes (1 Sheet)
 - Typical Sections (2 Sheets)
 - Miscellaneous Details Sheet (2 Sheets)
 - Geometric Control (1 Sheet)
 - Forest Roadway Plan & Profile (20 Scale) (5 Sheets)
 - SR 89A Plan & Profile (20 Scale) (2 Sheets)
 - Pathway Plans/Details (2 Sheet)
 - Drainage Details (2 Sheets)
 - Intersection Grading/Staking Plans (2 Sheets)
- d. Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities. Earthwork cut/fills will be coordinated directly with the Geotechnical Engineer to determine optimum design of retaining walls or stabilized cut slopes.
- e. Roadway plans will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.2 – Drainage Design

- a. Kimley-Horn will prepare a Drainage Design Memorandum to document the roadway impacts on drainage conveyance. A Draft Drainage Design Memorandum will be submitted with each of the milestone submittals (60%, 90% and 100%)
- b. The Rational Method will be used to calculate runoff for the proposed on-site and off-site improvements

- c. Drainage System modifications/reconstruction will be shown on the Roadway Plan/Profile Sheets. Anticipated drainage improvements include pipe culverts and roadside swales.
- d. Proposed culverts under Forest Road will be sized per the City of Sedona design standards. Off-site hydrology will be limited to the contributing area of the new Forest Road improvements.
- e. Kimley-Horn will coordinate drainage design with ADOT.

2.3 – Signing/Pavement Marking Design and Construction Sequencing Plans

- a. Kimley-Horn will prepare signing and pavement marking plans for Forest Road and SR89A. It is assumed the signing and pavement marking design will be in accordance with MUTCD, MAG standards and ADOT.
- b. Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:
 - Signing and Marking General Notes Sheet (2 Sheets)
 - Forest Road Signing and Marking Plan Sheets (4 Sheets)
 - SR 89A Signing and Marking (2 Sheets)
- c. Signage/Pavement Marking Design will be submitted with each of the milestone submittals (60%, 90%, and 100%)

2.4 – Structures Design

- a. It is anticipated from the conceptual design that retaining walls will be required at three (3) locations along Forest Rd totaling approximately 1,200 LF.
- b. Kimley-Horn will prepare calculations for the proposed retaining wall systems. The design will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition and the geotechnical information prepared for the project.
- c. Kimley-Horn will prepare final plans for the proposed retaining wall systems at a 10-scale.
 - Wall Plans (10 Scale)(6 sheets)
 - Wall Detail (2 sheets)
- d. Kimley-Horn will coordinate directly with the geotechnical engineer on the retaining wall design parameters

2.5 – Landscape, Irrigation and Lighting

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

2.6 – Erosion Control

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

2.7 – Utility Coordination

- a. Kimley-Horn will be responsible for contacting and coordinating with utility companies in the area and informing them of the design plans for the project.
- b. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City if requested.
- c. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City.
- d. Kimley-Horn will review the utility company relocation and extension plans for conformance with the overall project. Once final linework is established, we will

include utility relocations and extensions in the utility base file for distribution to project team and other utilities.

- e. Provide 60%, 90% and 100% plans to all local utility companies for review and concurrence.
- f. Kimley-Horn will attend and lead two Utility Coordination Meeting (included in Task 2.8)

2.8 – Project Estimate, Specifications and Bid Schedule

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

2.9 – Design Phase Project Management/Meetings

- a. Project management includes contract management, invoicing, project schedule development, internal meetings with staff, Quality Control/Quality Assurance, permitting application and administration and CADD maintenance.
- b. Kimley-Horn will attend the following meetings as a part of this project:
 - Monthly Progress Meetings (6 meetings via conference call)
 - Plan Review Meetings (3 meetings) (one meeting per plan submittal (3 total))
 - Utility Coordination Meetings (2)
 - Public Meetings (2 total)
 - City Council Meeting (1 total)
- c. Design progress meetings (excludes stakeholder and public meeting) are assumed to be attended by the Project and any technical support via teleconference.
- d. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.
- e. Field reviews are assumed to be conducted on the same days as meetings described above.
- f. Any meetings beyond those listed above will be considered additional services.
- g. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed and responses will be provided.

- h. Kimley-Horn will provide the necessary submittal requirements and application forms for the ADOT Encroachment Permit. Additional review comments are anticipated and will be addressed with this task.

PHASE 3 – BID PHASE

3.1 – Bid Phase

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

PHASE 4 – POST DESIGN PHASE

4.1 – Post Design / Construction Services

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

- a. Response to RFIs (assume 20 at 1 hour each)
- b. Review Construction Shop Drawings (assume 10 at 2 hours each)
- c. Construction/Field Meetings (assume 10 meetings)
- d. Record Drawings

EXHIBIT B includes the detailed fee breakdown for all tasks.

EXHIBIT D is the proposed project schedule based on a contract notice-to-proceed date of November 1, 2019.

SUBCONSULTANT TASKS

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

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

5.2 – Geotechnical Engineering (VANN Engineering)

VANN Engineering will provide Geotechnical Engineering and Reporting. Their scope and fee for these services are located in **EXHIBIT C**.

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

The Final Design Allowance covers items not included in the base scope of services. These items are potential improvements that may be included in the project after the final design alternative is selected with the 30% Design Concepts. Additional meetings are also covered.

- Sewer Plan and Permitting
 - Cover Sheet
 - Detail/Notes Sheet
 - Plan/Profile Sheets
 - Approval to Construct (ADEQ/County)
 - Approval of Construction (ADEQ/County)
 - Construction Administration
- Additional SR 89A Intersection Design (Roundabout, Median, etc)
- CMAR Procurement/Coordination
- GMP Review/Meetings (Assume 2)

6.2 - Utility Designating/Potholing

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

6.3 - Environmental

Kimley-Horn will provide necessary Phase I and Phase 2 Environmental Site Assessments (ESAs) if required for the project. Cultural Resources will be provided using our subconsultant.

EXCLUSIONS

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

- Wayfinding Signs
- Construction Administration
- Traffic Signal
- Soldier Pile Wall Design
- Sign Summary
- Floodplain revisions and permits including Conditional Letter of Map Revision (CLOMR)
- Off-site improvements south of SR 89A (Soldier Wash Culvert)

EXHIBIT B
Fee and Expenses

EXHIBIT B

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Consultant	-	\$ 200.00	\$ -
Project Manager	313	\$ 190.00	\$ 59,470
Senior Engineer	256	\$ 185.00	\$ 47,360
Project Engineer/Designer	548	\$ 155.00	\$ 84,940
Analyst	874	\$ 125.00	\$ 109,250
Graphic Designer/GIS	80	\$ 120.00	\$ 9,600
Administrative	44	\$ 90.00	\$ 3,960
	2,115 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 314,580

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Survey (SWI)	\$ 15,500	
Geotechnical (VANN Engineering)	\$ 6,000	
Subtotal Estimated Outside Services		\$ 21,500

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 2,110	
Subtotal Estimated Expenses		\$ 2,110

ALLOWANCES

Additional Design	\$ 47,160	
SUE (CobbFendley)	\$ 9,910	
Environmental	\$ 14,000	
Subtotal Allowances		\$ 71,070

TOTAL PROJECT COST

\$ 409,260

Consultant Firm Signature

10/10/19
Date

**City of Sedona
Forest Road Connection
Fee Proposal**

		Project	Senior	PE/	Analyst	Graphic Des/	Admin	Totals
		Manager	Engineer	Designer		GIS		
TASK DESCRIPTION	SUBTOTAL	\$ 190.00	\$ 185.00	\$ 155.00	\$ 125.00	\$ 120.00	\$ 90.00	
1. SCOPING PHASE								
1.1 Data Collection and Analysis	1,610.00	-	-	-	10	-	4	14
As-Built Research	930.00				6		2	8
Right of Way Mapping Research	680.00				4		2	6
1.2 Coordinate Control, Survey & R/W	2,800.00	-	-	10	10	-	-	20
Coordinate with SWI	620.00			4				4
Review Topo/Control Base File	1,370.00			4	6			10
Review Right-of-Way Base File	810.00			2	4			6
1.3 Concept Design/Alternatives Evaluation	27,830.00	27	16	60	72	-	16	191
Data Collection	810.00	1		4				5
Traffic Analysis	3,480.00	4	8	8				20
Alternative Analysis (DRAFT and FINAL)	6,720.00	8		16	16		8	48
Private Utility Coordior Planning	3,340.00	2		8	8		8	26
Concept Plans (DRAFT and FINAL)	11,220.00	8	8	24	36			76
Cost Estimates	2,260.00	4			12			16
1.4 Scoping Phase Project Management/Meetings	20,100.00	20	-	36	32	56	-	144
Design Concept Review Meeting	1,260.00	4			4			8
Public Meeting	4,340.00	4		4	16	8		32
Resident Meetings	3,260.00	8		8	4			20
ADOT Coordination Meeting	1,760.00	4			8			12
Visualizations/Renderings (Up to 5)	9,480.00			24		48		72
TOTAL SCOPING PHASE	52,340.00	47	16	106	124	56	20	369
2. DESIGN PHASE								
2.1 Roadway Design	76,250.00	36	78	166	234	-	-	514
Cover Sheet	1,060.00			2	6			8
Legend & Notes Sheet	1,060.00			2	6			8
Typical Sections Sheets	3,550.00	2	4	6	12			24
Miscellaneous Details Sheets	5,980.00	4	4	16	16			40
Geometric Control Sheet	1,240.00		2	4	2			8
Removal/Demolition Sheets	5,960.00		8	16	16			40
Roadway Plan & Profile Sheets	28,680.00	16	24	40	120			200
SR 89A Plan/Profile	9,960.00	8	16	16	24			64
Pathway Plans/Details	4,980.00	2	4	12	16			34
Intersection Grading/Staking Plans	6,100.00	4	8	12	16			40
3D Model & Earthwork	7,680.00		8	40				48
2.2 Drainage Design	19,040.00	-	16	36	84	-	-	136
Evaluation (Hydrology & Hydraulics)	5,970.00		6	12	24			42
Culvert Profile Sheets	6,100.00		4	12	28			44
Draft Drainage Design Memorandum	4,480.00		4	8	20			32
Final Drainage Design Memorandum	2,490.00		2	4	12			18

**City of Sedona
Forest Road Connection
Fee Proposal**

TASK DESCRIPTION	SUBTOTAL	Project	Senior	PE/	Analyst	Graphic Des/	Admin	Totals
		Manager	Engineer	Designer		GIS		
		\$ 190.00	\$ 185.00	\$ 155.00	\$ 125.00	\$ 120.00	\$ 90.00	
2.3 Signing/Pavement Marking	18,020.00	12	16	26	70	-	-	124
Legend & Notes Sheet	1,060.00			2	6			8
Signing and Marking Sheets (Forest Road)	9,220.00	8	12	16	24			60
Signing and Marking Sheets (89A)	7,740.00	4	4	8	40			56
2.4 Structures Design	22,700.00	16	12	48	80	-	-	156
Wall Design/Calculations/Report	6,960.00		8	16	24			48
Coordination with Geotechnical Engineer	2,980.00		4	8	8			20
Wall Plans and Details	12,760.00	16		24	48			88
2.5 Landscape and Landscape Irrigation	19,250.00	-	26	48	56	-	-	130
Planting & Site Furnishing Plans	5,960.00		8	16	16			40
Landscape Irrigation Plans	6,960.00		8	16	24			48
Planting & Site Furnishing Notes & Details	3,350.00		6	8	8			22
Landscape Irrigation Notes & Details	2,980.00		4	8	8			20
Lighting Plans	5,340.00		8	12	16			36
2.6 Erosion Control	10,360.00	6	12	-	56	-	-	74
Erosion Control Sheets	7,240.00	4	8		40			52
Erosion Control Details	3,120.00	2	4		16			22
2.7 Utility Coordination	10,240.00	20	-	24	16	-	8	68
Utility Conflict Review, Coordination & Clearance Letters	4,360.00	8		16			4	28
Utility Extension Plan Review and CADD Utility Base File	5,880.00	12		8	16		4	40
2.8 Project Estimate, Specifications and Bid Schedule	14,800.00	4	16	40	16	24	-	100
Quantities/Estimate/Bid Schedule	8,100.00		4	16	16	24		60
Specifications	6,700.00	4	12	24				40
2.9 Design Phase Project Management/Meetings	39,370.00	96	36	50	48	-	8	238
Contract Management	2,240.00	8					8	16
Project Schedule	2,280.00	12						12
Internal Coordination	2,760.00	8		8				16
QA/QC	7,500.00	20	20					40
CADD Maintenance	3,000.00				24			24
Progress Meetings (Assume 6)	1,890.00	6			6			12
Plan Review/Comment Resolution Meetings (Assume 3)	2,820.00	6		6	6			18
ADOT Permit Coordination/Review	4,620.00	8		20				28
Additional Resident/Stakeholder Meetings (Assume 4)	3,480.00	4	8	8				20
Utility Coordination Meeting (Assume 2)	2,760.00	8		8				16
Public Meeting (Assume 2)	3,000.00	8	8					16
Council Meeting (Assume 1)	3,020.00	8			12			20
TOTAL FINAL DESIGN PHASE	230,030.00	190	212	438	660	24	16	1,540
3. BID PHASE								
3.1 Bid Phase	5,140.00	16	8	4	-	-	-	28
Respond to Questions	3,000.00	8	8					16
Attend the Pre-Bid Meeting	760.00	4						4
Review Bid Tabulations	1,380.00	4		4				8
TOTAL BID PHASE	5,140.00	16	8	4	-	-	-	28

**City of Sedona
Forest Road Connection
Fee Proposal**

TASK DESCRIPTION	Project Manager	Senior Engineer	PE/ Designer	Analyst	Graphic Des/ GIS	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 190.00	\$ 185.00	\$ 155.00	\$ 125.00	\$ 120.00	\$ 90.00
4. POST DESIGN PHASE							
4.1 Post Design Construction Services	27,070.00	60	20	-	90	-	178
Response to Request for Information (assume 20 at 1 hour each)	3,750.00	10	10				20
Review Construction Shop Drawing Submittals (assume 10 at 2 hours each)	5,000.00	10	10		10		30
Construction/Field Meetings	8,800.00	20			40		60
Record Drawings	9,520.00	20			40	8	68
TOTAL POST DESIGN PHASE	27,070.00	60	20	-	90	-	178
SUBTOTAL DIRECT LABOR	314,580.00	313	256	548	874	80	2115
5. SUBCONSULTANTS TASKS							
5.1 Topo Survey and Right-of-Way (SWI)	15,500.00						
Control, Topo Survey Existing Right-of-Way, Utilities	6,800.00						
ROW Legal Descriptions & Exhibits (8 total)	5,000.00						
TCE/Grading/Drainage Legal Descriptions & Exhibits (9 total)	3,700.00						
5.2 Geotechnical Services (VANN)	6,000.00						
Geotechnical Services	6,000.00						
SUBTOTAL SUBCONSULTANT TASKS	21,500.00						
Expenses	2,110.00						
Vehicle Miles	1,110.00						
Reproduction	1,000.00						
6. ALLOWANCES							
6.1 Additional Design	47,160.00	28	48	56	112	-	244
Sewer Plans and Permitting	23,680.00	16	24	40	80		160
Additional 89A intersection design (Roundabout, median, etc)	13,200.00	12	24	16	32		84
Additional Construction Administration	5,240.00	8		24			
CMAR Coordination/Procurement	5,040.00	16			16		32
6.2 Utility Potholing (CobbFendley)	9,910.00						
Utility Designating and Potholes	9,910.00						
6.3 Environmental	14,000.00						
Phase 1 and Phase 2 ESA	8,000.00						
Cultural Resources	6,000.00						
SUBTOTAL ALLOWANCES	71,070.00						
CONTRACT TOTAL	409,260.00						

October 10, 2019

Contract No. TBD

ESTIMATE OF DIRECT EXPENSES

Plotting

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

Miscellaneous Expenses

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

TOTAL ESTIMATED EXPENSES

\$ 2,110

EXHIBIT C
Subconsultant Proposals

October 9, 2019

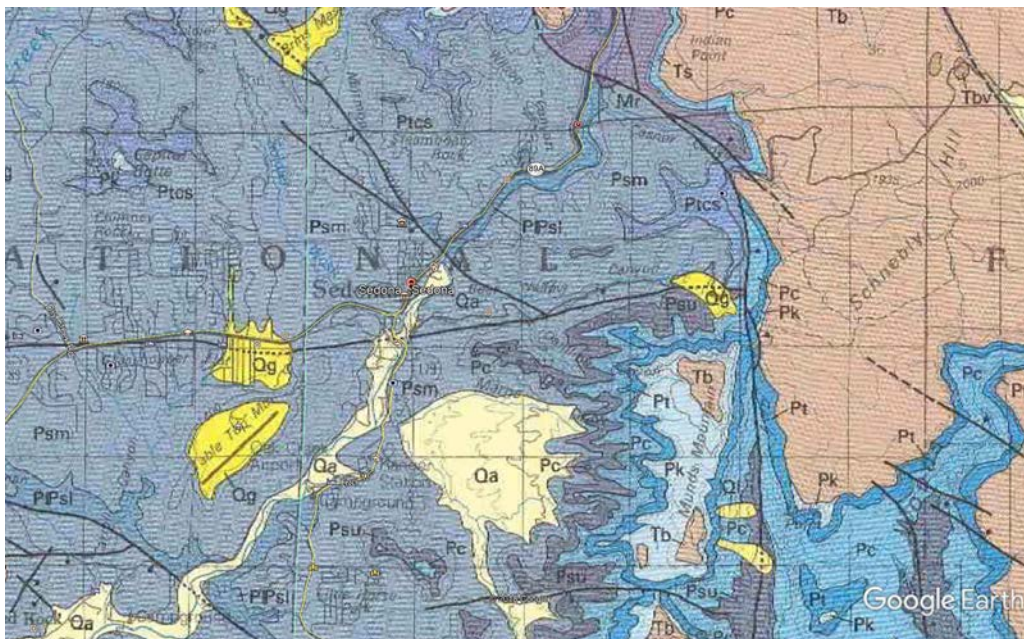
Proposal VE19GT1009AC

Andrew Baird
KIMLEY-HORN
201 North Montezuma
Suite 206
Prescott, Arizona 86301

**RE: 2nd REVISION PROPOSAL FOR GEOTECHNICAL INVESTIGATION REPORT
RECOMMENDATIONS FOR SANDSTONE MATERIAL TYPE, RIPPABILITY,
SLOPE STABILITY AND RETAINING WALL OPTIONS
FOREST ROAD CONNECTION TO HIGHWAY 89A, NORTHWEST OF
HIGHWAY 89A AND HIGHWAY 179
SEDONA, ARIZONA**

Andrew,

Vann Engineering, Inc. understands that a geotechnical investigation is needed for a section of Forest Road as it will connect to Highway 89A, northwest of the intersection of Highway 89A and Highway 179. It is this firm's understanding there is a potential for cuts up to 30.0 feet and fills up to 15.0 feet. The cuts will need appropriate cut slope recommendations, retaining wall recommendations, rockery wall recommendations or other method of safe design. The rock in the area is sandstone. The following snip of a geologic map shows the pervasive occurrence of the sandstone.



The rock in close proximity to the site (particularly to the northwest of 89A) is denoted by the classification of Psm. An additional snip provides a useful classification of the rocks associated with the Psm designation.

Psm	Middle part (Lower Permian) —Siltstone, sandstone, conglomerate, and minor dolomitic limestone. Siltstone, sandy to clayey siltstone and sandstone, silty, very fine to fine grained, both grayish red and reddish brown, quartzose, in part micaceous, commonly calcitic; mostly in obscure sets of laminae and thin to medium horizontal beds. Conglomerate, light gray to grayish red, composed of pebbles and cobbles of limestone and calcitic mudstone in a matrix of calcitic siltstone and sandstone; in lenses, commonly 30–300 m (100–1,000 ft) long and 1.5–8 m (5–25 ft) thick, interstratified with siltstone and sandstone in basal one-third of map unit. Limestone and dolomitic limestone, light-gray to medium-gray, fine-grained; in rare thin beds in upper part of unit. Forms moderate to steep slope, studded irregularly with discontinuous ledges; equivalent to middle member and lower part of upper member of the Supai Formation of Huddle and Dobrovolny (1945). About 210–300 m (700–1,000 ft) thick
-----	--

Suffice it to say, a surface layer of soil, predominantly sand, will overlie a weathered layer of sandstone, which in turn will overlie a stronger layer of sandstone.

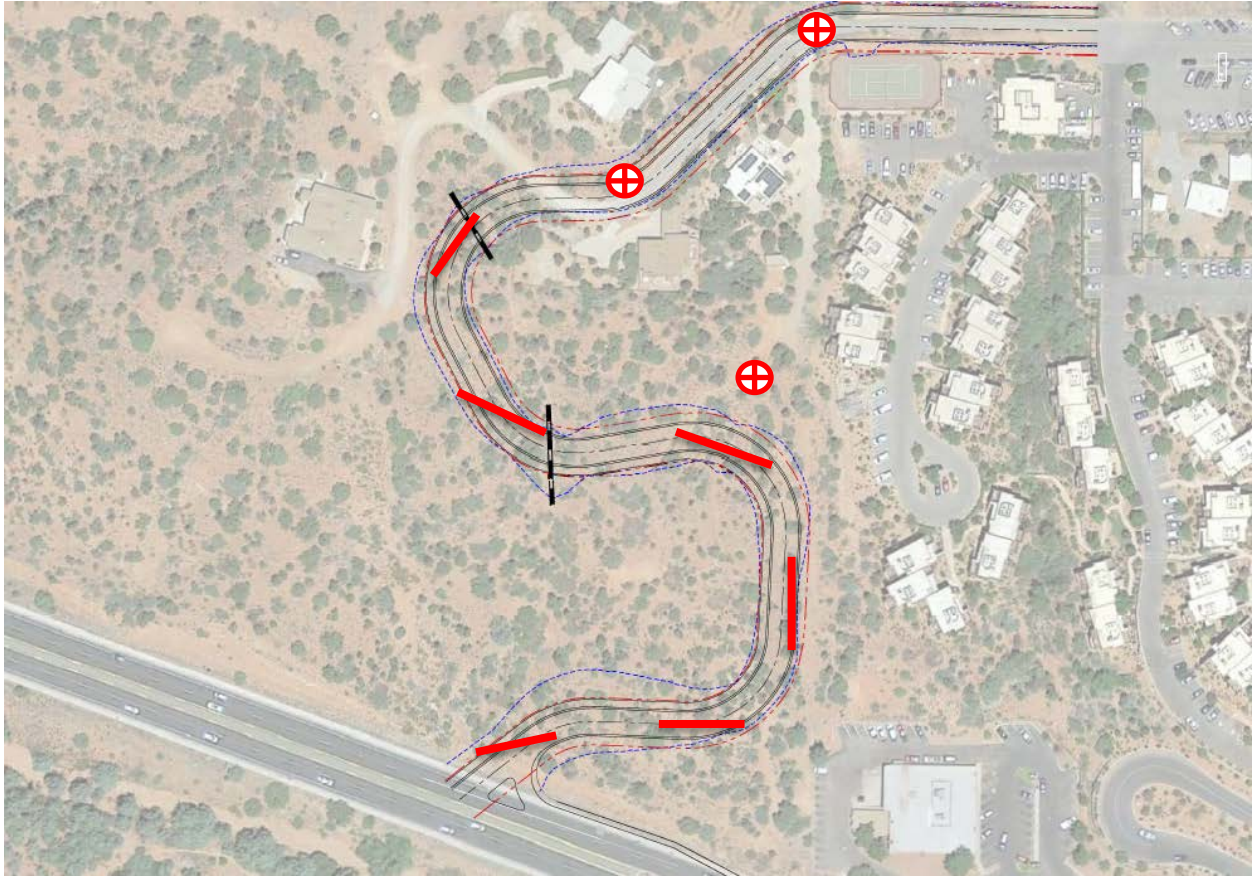
Based on our judgement, three (3) exploratory test borings in conjunction with six (6) seismic refraction surveys are proposed in order to accurately profile the subsurface rock at the site. The length of the seismic surveys will be 48 and 72 feet (using 2 and 3 feet geophone spacing), allowing an examination of the subsurface profile to depths of roughly 16 and 28 feet, respectively.

Items to be included in the final report shall be:

- Description of the subject site
- Description of the major soil layers, i.e. depth to weathered rock and more competent rock
- Site Plan indicating the locations of all points of exploration
- General excavation conditions (rippability); equipment required for each layer encountered
- IBC site classification
- Recommendations for retaining wall design, including bearing capacity, passive resistance, base friction, active stress and potential at-rest stress – sloping backslopes will also be considered in our recommendations
- Recommendations for rockery walls
- Recommendations for safe cut slopes with possible draping
- Other potential design options as the soil and rock conditions dictate
- Recommendations for pavement thickness design (off-site)

The very approximate test boring and seismic line locations may be along the alignment presented below:

2ND REVISION PROPOSAL FOR GEOTECHNICAL INVESTIGATION REPORT
RECOMMENDATIONS FOR SANDSTONE MATERIAL TYPE, RIPABILITY,
SLOPE STABILITY AND RETAINING WALL OPTIONS
FOREST ROAD CONNECTION TO HIGHWAY 89A, NORTHWEST OF
HIGHWAY 89A AND HIGHWAY 179
SEDONA, ARIZONA



This firm proposes to complete the above-described effort for the total cost of \$6,000.00.

Significant equipment will be required for utilization to complete the necessary field work as part of this study. As such, there can be no complete guarantee that the site will remain undamaged. This firm shall not be responsible for damage to the site arising from access problems. Such damage for which we will not be responsible includes damage to curbs, gutters and sidewalks, rutting in grass and other landscaping, broken water lines that are not clearly marked, and partial or complete damage to vegetation. It must be further noted that site-specific irrigation lines are not covered under Blue Stake (AZ811), clearly indicating that unless there is a site representative present during the investigation effort, there is a strongly likelihood of irrigation line breakage. In other words, a 15-ton vehicle should be expected to transmit excessive loading to entrance way flat work, shrubs and the ground surface, whether it be native or landscaped. This firm will not be held responsible for any damage associated with our vehicular access. It must be noted that construction of the proposed facility will involve larger and more frequent equipment and personnel and will inherently disturb the site to a greater extent than our efforts. As such, disturbance to the site by our equipment will not only be the responsibility of others but must also be an indicator of even greater disturbance during the course of construction

The anticipated completion time for the proposed effort is approximately **14-16 working days** following the authorization to proceed. *Please note the anticipated completion time is based upon*

2ND REVISION PROPOSAL FOR GEOTECHNICAL INVESTIGATION REPORT
RECOMMENDATIONS FOR SANDSTONE MATERIAL TYPE, RIPABILITY,
SLOPE STABILITY AND RETAINING WALL OPTIONS
FOREST ROAD CONNECTION TO HIGHWAY 89A, NORTHWEST OF
HIGHWAY 89A AND HIGHWAY 179
SEDONA, ARIZONA

*the current field schedule for the work week as of the date of this proposal. The anticipated completion time may fluctuate. To verify the actual completion time please contact this firm if executing this proposal more than 7 working days from its date. One (1) electronic copy of the final report would be submitted to the appropriate parties, upon completion of the effort. **Hard copies are available upon request.***

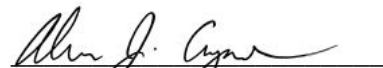
Attached to this proposal are our three pages of General Conditions. Please call if you wish to discuss these General Conditions. These General Conditions are an integral part of this proposal and are incorporated herein. If the terms of this proposal and General Conditions are acceptable and you authorize Vann Engineering, Inc. to proceed with the work, please sign and complete the *Acceptance and Authorization to Proceed*. Please then mail, fax or e-mail the signed proposal back to us as notice to proceed. The terms in this proposal and the General Conditions will constitute the contract between the parties.

Vann Engineering, Inc. warrants that its services under this agreement shall be performed in conformance with the skill and care ordinarily exercised by other members of the profession practicing at the same time under the same or similar circumstances in the same locale.

Please contact this office should any questions arise concerning the proposed scope of work or the content of this proposal.

Respectfully submitted,

VANN ENGINEERING, INC.


Alan J. Cuzme, MS
Geotechnical Consultant

Copies: Addressee via email andrew.baird@kimley-horn.com

ACCEPTANCE AND AUTHORIZATION TO PROCEED

I have reviewed the terms in this proposal and General Conditions, accept those terms, and authorize Vann Engineering, Inc. to proceed with the work.

I authorize that I am the responsible financial party for the services outlined in this proposal.

Signature _____

Date _____

Printed Name _____

Title _____

Company _____

Address _____

Email _____

Phone number _____



Shephard ▲ Wesnitzer, Inc.

221 N Marina St. Ste. 102
Prescott, AZ 86001

928.541.0443
928.541.1063 fax

www.swiaz.com

Engineering an environment of excellence.

PROPOSAL/ AGREEMENT FOR PROFESSIONAL SERVICES

Ref. No.
October 10, 2019

BETWEEN: Kimley-Horn
Attn: Andrew Baird
201 N. Montezuma, Suite 206
Prescott, AZ 86301 ("CLIENT")

AND: Shephard - Wesnitzer, Inc.
221 N. Marina St. Ste.102
Prescott, AZ 86301 ("SWI")

FOR THE PROJECT: Professional Survey Services ("PROJECT")
Forest Road Extension to 89A ("SITE")

The Client and SWI do hereby agree as follows:

1.0 DESCRIPTION OF PROJECT

Information provided by Client indicates that the Project will consist of a Topographical Survey of the proposed alignment of Forest Rd. All boundaries subject to the new alignment will also need to be surveyed and established to prepare 8 legal descriptions and exhibits.

2.0 PURPOSE

The purpose of our Survey Services will be to provide a topographical survey of existing conditions and elevations for the forest road extension design. The property lines of the parcels subject to the road extension will be established to create 8 legal descriptions and exhibits.

Client's Initials _____

3.0 SCOPE OF SERVICES

We propose to provide the following:

- a. A topographic survey of the subject alignment corridor.
- b. Locate and establish property line of parcel under private ownership subject to the alignment corridor.
- c. Prepare 8 legal descriptions and exhibits for the subject corridor.
- d. Prepare 9 TCE legal descriptions and exhibits for the subject corridor.

Total Survey Services: \$15,500.00

4.0 SCHEDULE

Work will be scheduled upon receipt of a signed copy of this agreement, and is expected to require 6 weeks to complete for Client review.

5.0 ASSUMPTIONS

Sufficient boundary monumentation lying within at least one adjoining tract is existing and verifiable. It is also assumed that no survey problems exist, such as erroneous monumentation, overlapping or defective deeds, or discrepancies between record title dimensions and actual field conditions or lines of occupation. Client will be notified of any such circumstances.

6.0 MANNER OF PAYMENT

Billing for work in progress will be made on a monthly basis. Payment is due upon receipt of monthly billings. Late fees at the rate of 2% interest on balance owed will be assessed to client for delays in payments in excess of 30 days from the date of invoice. Services will be halted due to delays in payment. Final revisions to calculations and drawings will be released upon receipt of final payment.

7.0 FEES

The cost for Survey services for all items listed above (3.0) is a lump sum fee of \$15,500.00 required including reimbursable expenses. Reimbursable expenses include FedEx charges, mileage, plan reproduction costs. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required.

8.0 STANDARD SWI TERMS AND CONDITIONS

Attached hereto and incorporated by the reference are the **SWI Standard Terms and Conditions**, which shall govern this agreement.

9.0 SERVICES NOT INCLUDED

Construction plans, traffic studies, structural design, geotechnical investigations, Army Corp of Engineers 404 permitting, environmental studies, cultural resources, archeological studies, construction staking, or any other work not specifically identified in Section 3.0, Scope of Services. All agency and/or permitting fees to be paid by Client.

This Proposal/Agreement, and the attached **Terms and Conditions**, contains the entire agreement between the parties, and supersedes all other agreements, either oral or written. No representations or warranties shall be valid or binding unless contained herein.

The signature below constitutes Shephard - Wesnitzer Inc.'s intention to be bound under the terms of this Proposal/Agreement, including the attached **Terms and Conditions**. The Client may accept by signing and returning to Shephard - Wesnitzer, Inc.

Any change to the **Terms and Conditions** of this Proposal/Agreement, or the tender of any contract documents in place of this Proposal/Agreement shall not be valid unless made in writing, dated and signed by all the parties.

EXECUTED BY:

Mark Polydoros RLS
Shephard-Wesnitzer, Inc.

October 2, 2019

The foregoing AGREEMENT with its attached **Terms and Conditions** has been proposed by Shephard - Wesnitzer, Inc. and has been read, is understood, and is hereby accepted.

EXECUTED BY:

Clients Authorized Representative

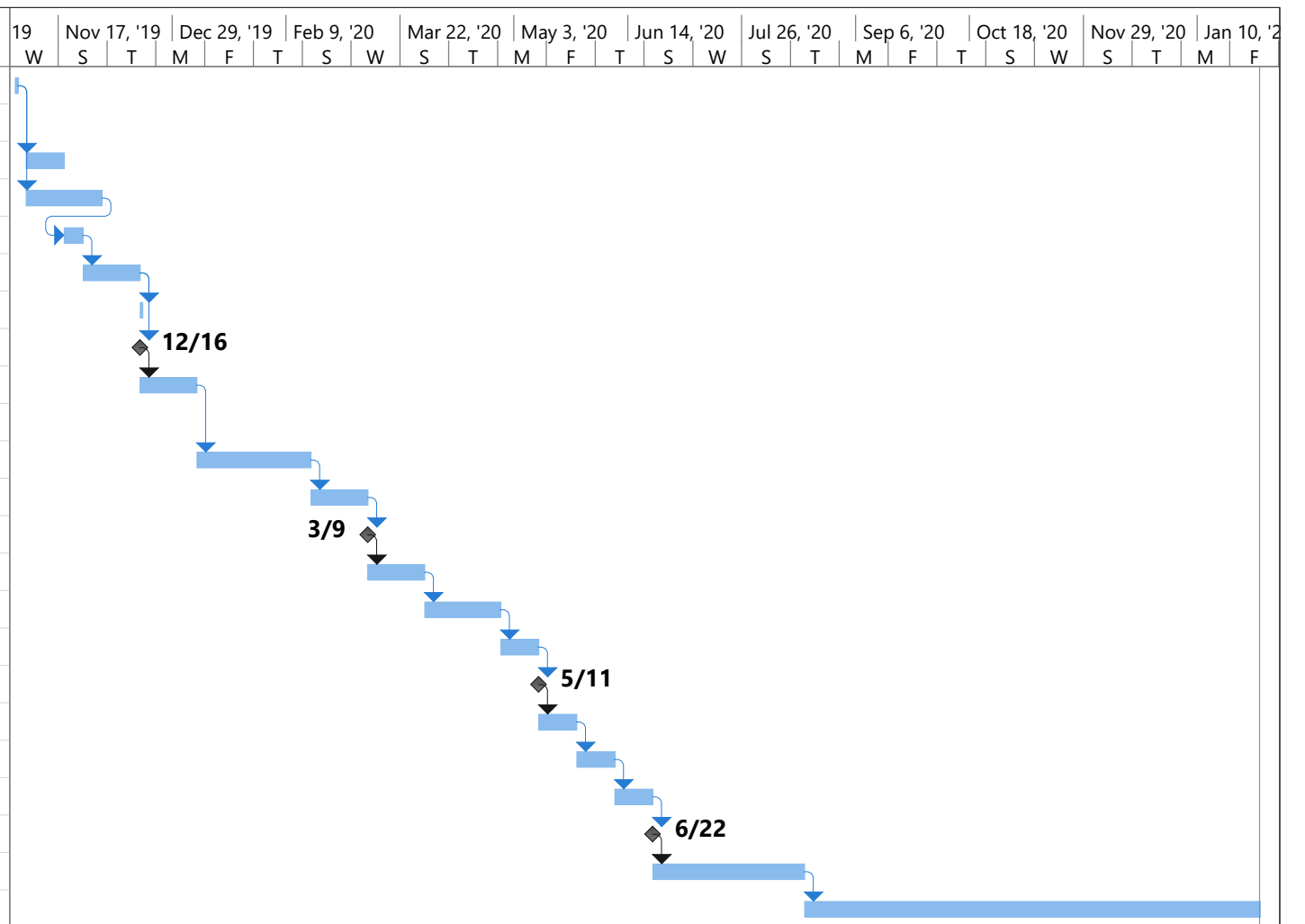
_____, 2019
Date

Typed or Printed Name

Title

Exhibit D
Proposed Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	19	Nov 17, '19	Dec 29, '19	Feb 9, '20	Mar 22, '20	May 3, '20	Jun 14, '20	Jul 26, '20	Sep 6, '20	Oct 18, '20	Nov 29, '20	Jan 10, '21								
								W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	
1		Project Kick Off Meeting	1 day	Fri 11/1/19	Fri 11/1/19																						
2		CONCEPT DESIGN																									
3		Data Collection	10 days	Tue 11/5/19	Mon 11/18/19	1FS+1 day																					
4		Survey/Geotechnical	20 days	Tue 11/5/19	Mon 12/2/19	1FS+1 day																					
5		QC 30% Concept Plans	5 days	Tue 11/19/19	Mon 11/25/19	4FS-10 days																					
6		30% QC Review	15 days	Tue 11/26/19	Mon 12/16/19	5																					
7		Resident/Public Meeting	1 day	Tue 12/17/19	Tue 12/17/19	6																					
8		Submit 30% Plans	0 days	Mon 12/16/19	Mon 12/16/19	6																					
9		City Review Meeting	15 days	Tue 12/17/19	Mon 1/6/20	8																					
10		FINAL DESIGN																									
11		60% QC Set	30 days	Tue 1/7/20	Mon 2/17/20	9																					
12		60% QC Review	15 days	Tue 2/18/20	Mon 3/9/20	11																					
13		Submit 60% Plans	0 days	Mon 3/9/20	Mon 3/9/20	12																					
14		Agency Review	15 days	Tue 3/10/20	Mon 3/30/20	13																					
15		90% QC Set	20 days	Tue 3/31/20	Mon 4/27/20	14																					
16		90% Plans QC Review	10 days	Tue 4/28/20	Mon 5/11/20	15																					
17		Submit 90% Plans	0 days	Mon 5/11/20	Mon 5/11/20	16																					
18		Agency Review	10 days	Tue 5/12/20	Mon 5/25/20	17																					
19		100% QC Set	10 days	Tue 5/26/20	Mon 6/8/20	18																					
20		100% Plans QC Review	10 days	Tue 6/9/20	Mon 6/22/20	19																					
21		Submit 100% Plans	0 days	Mon 6/22/20	Mon 6/22/20	20																					
22		Advertise/Bid/Award	40 days	Tue 6/23/20	Mon 8/17/20	21																					
23		Construction	120 days	Tue 8/18/20	Mon 2/1/21	22																					



Project: Forest Road Connectio
Date: Fri 10/4/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



**CITY COUNCIL
AGENDA BILL**

**AB 2535
October 22, 2019
Appointments**

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding appointment of Susan Kayler as Magistrate Judge and approval of a two-year contract.

Department	City Council
Time to Present	2 minutes
Total Time for Item	15 minutes
Other Council Meetings	N/A
Exhibits	A. Draft Magistrate Judge Contract

City Attorney Approval	10/14/2019 SDC	Expenditure Required
		\$ Salary and related benefits
City Manager's Recommendation	N/A	Amount Budgeted
		\$ Included in Municipal salaries and benefits accounts
		Account No. 10-5520-01-XXXX (Description) (Salary and benefit accounts)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On September 10, 2019, the City Council met in executive session and selected applicants for in-person interviews for the position of Magistrate Judge. City Council selected the top four applicants who were subsequently interviewed on September 25th. Following the interviews, Susan Kayler was selected as the candidate for the position of Magistrate Judge.

Per Arizona Revised Statutes § 22-403: *Presiding officer of municipal court; appointment; compensation; justice of the peace as magistrate*

- A. *The presiding officer of the municipal court shall be a magistrate, who shall be selected in a manner provided by the charter or ordinances of the city or town. The magistrate shall receive such compensation as provided by the governing body of the city or town.*

Furthermore, per Sedona City Code, 2.45.010:

A. The city magistrate shall be the presiding officer of the magistrate’s court and shall be selected by the council and shall perform those functions necessary to the maintenance of the magistrate’s court as set forth in this code, and as provided by the Constitution and laws of this state, and the applicable orders, rules and directives of the Arizona Supreme Court.

The terms of the magistrate’s contract are set forth in Sedona City Code, 2.70.030:

2.70.030 City magistrates – Appointment – Compensation.

The magistrate court shall be composed of a presiding magistrate and such other magistrates as may be determined by the council. The council shall appoint and may remove for cause the presiding magistrate and such additional magistrates appointed. All magistrates shall be appointed for a period of two years, with their compensation to be determined by the council.

Susan Kayler graduated from the Sandra Day O’Connor College of Law at Arizona State University in 1984. In addition to her distinguished career as a practicing attorney which has included service as the Practice Management Manager for the State Bar of Arizona, she has served as the Interim Presiding Judge for the Town of Carefree, as a Judge Pro Tem for the Yavapai County Superior Court and as a Pro Tem Judge for the City of Scottsdale, Arizona and the City of Buckeye, Arizona.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the appointment of Susan Kayler as Magistrate Judge for the City of Sedona and approve the two-year employment contract.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ date of _____, 2019, by and between the City of Sedona, State of Arizona, a municipal corporation, (“Employer”), and Susan Kayler, (“Employee”), both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of the Employee as Magistrate Judge of the City of Sedona, as provided by A.R.S. § 9-240.B.28 (General powers of common council), A.R.S. § 9-237 (Appointive officers), and Section 2.70.030 (City magistrates – Appointment – Compensation) of the Sedona City Code; and

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Magistrate Judge for said City of Sedona; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ the Employee as Magistrate Judge of Employer to perform the functions and duties specified in the Sedona City Code, Section 2.45.010 (City magistrate); Title 22 (Justice and Municipal Courts), Chapter 4 (Municipal Courts), Articles 1 (General Provisions) and 2 (Procedure) of the Arizona Revised Statutes; and all regulations, orders, policies and handbooks established by the Arizona Supreme Court, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2: Term

- A. This agreement shall be considered effective from the date of November 3, 2019.
- B. Employee agrees to remain in the exclusive employ of Employer on all regularly scheduled court days until November 3, 2021, and neither to accept other employment nor to become employed by any other employer for any work that results in a time conflict with the regular Sedona City Court schedule, except that the Employee may, with the consent of Employer, enter into IGA’s for performance of court duties with other municipal courts or Justices of the Peace pursuant to A.R.S. § 22-427.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3: Termination and Severance Pay

In the event Employee is terminated by Council with cause before the expiration of the twenty-four (24) month term of employment, Employer shall have no obligation to pay Employee any severance pay; provided, however, that Employee shall be compensated for all earned flex leave, vacation, holidays, and benefits accrued to date, as limited by conditions set forth in the City of Sedona Employee Manual.

Section 4: Resignation

In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, then Employee shall give Employer sixty (60) days written notice in advance or such other length of notice as may be mutually agreed upon in writing by the parties. In addition to the sixty days' notice, the Employee agrees to be available to the City of Sedona for consultation for an additional (30) thirty days.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and vacation leave, Employer shall have the option to terminate this agreement.

Section 6: Salary

- A. Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$65,000.00 payable in installments at the same time as other management employees of the Employer are paid.
- B. Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that is desirable to do so on the basis of an annual salary review of said Employee and made at the same time as similar consideration is given other employees generally.

Section 7: Hours of Work and Telephone

- A. Employee shall be contracted to work not less than twenty-four (24) hours per week on such days and at such times as Employee determines appropriate to maintain the most efficient management and oversight of Municipal Court operations. Employee is an unclassified employee per Section 104 of the Employee Manual.
- B. The Employee is required to maintain a personal telephone at her place of residence and a cell phone at which she may be reached in emergency situations. Such telephones shall be the financial responsibility of the Employee.
- C. The City shall compensate the Employee \$100 per month for the cost of a personal cell phone.

Section 8: Outside Activities

Employee shall not engage in teaching, consulting, or other non-employer-connected business without the prior approval of the Council.

Section 9: Benefits

The Employee will receive pro-rated vacation leave accrued at 2.77 hours per pay period up to a maximum accrual of 108 hours, pro-rated flex time at a rate of 28.8 hours every six (6) months, and pro-rated holidays as provided by the City Employee manual and rules paid at 60% of accrual for full-time employees. Employee will have the option of health insurance for Employee only and will participate in the Arizona State Retirement or Alternate Contribution Rate paid by City, as applicable.

Section 10: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for her full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 11: Professional Development

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue the reasonable professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the Judicial Conference, state conferences, and such other national regional, state, and local governmental groups and committees thereof which Employee serves as a member.
- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer.

Section 13: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring while in the course and scope of her employment and consistent with the performance of Employee's duties as City Magistrate. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Residency Required

The Employee shall reside within an area that would allow a response time to City Hall of 60 minutes and shall continue to do so as long as employed by the City of Sedona.

Section 16: Other Terms and Conditions of Employment

- A. The Council, in consultation with the City Magistrate, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City of Sedona Code, or any other law. Any such terms shall be set forth in writing as part of or an amendment to this or future employment agreements.
- B. Except as otherwise expressly provided herein, all provisions of the City of Sedona Code and regulations and rules of the Employer as set forth in the Employee Manual relating to vacation and flex leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits herein specifically provided for the benefits of Employee.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, subject to the pro-rating identified in Section 9 herein, including provisions governing accrual and payment therefore on termination of employment all as set forth in the Employee Manual.

Section 17: No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of Employee, except as provided herein concerning the option of reducing hours worked and equivalent compensation therefore.

Section 18: Notices

Notices pursuant to this agreement shall be given to deposit in the custody of the United States Postal Service, postage paid, addressed as follows:

EMPLOYER: Mayor, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336

EMPLOYEE: Susan Kayler, 130 Castle Rock Rd, #49, Sedona, AZ 86351

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.

Section 19: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs in law and executors of Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

WITNESS WHEREOF, the City of Sedona has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Susan Kayler, Magistrate Judge

Sandra J. Moriarty, Mayor, City of Sedona

ATTEST:

APPROVED AS TO FORM:

Susan L. Irvine, CMC, City Clerk

Robert L. Pickels, Jr., City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2378
October 22, 2019
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible direction regarding the Sedona in Motion transportation program.

Department	Public Works Department
Time to Present	30 minutes
Total Time for Item	2 hours
Other Council Meetings	March 27, 2018, June 13, 2018, August 15, 2018, December 11, 2018, March 27, 2019, May 29, 2019, July 23, 2019
Exhibits	A. Tlaquepaque Parking Lot Layout

City Attorney Approval	10/14/2019 SDC	Expenditure Required
		\$ 0
City Manager's Recommendation	Discussion and direction only.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

The January 2018 City of Sedona Transportation Master Plan (TMP) evaluated citywide transportation needs and concluded with a set of recommended strategies to address congestion and mobility needs of residents, visitors, and commuters. These strategies have been developed into a system of capital improvement projects that collectively have been identified and promoted as the Sedona In Motion (SIM) program. The SIM program is a multi-modal transportation initiative embracing Sedona's community values for improved traffic flow, community connections, business and tourism connections, economic vitality and diversity, environmental stewardship, walkability, and sense of place. Since the last general SIM update on December 11, 2018 we have made progress on many different projects that are outlined below. Council was also updated on individual SIM projects in March, May, and July.

Public Participation:

There are many ways for the public to participate in the development of SIM projects. Citizens can post comments to the SIM section of the City's website [here](#). Citizens can also submit written comments directly to City Council members on the City's website [here](#). Written comments are given equal consideration to those submitted in person during meetings.

Citizens wishing to make public comment are required to complete a comment card provided near the entrance of the Council Chambers. Public comments are generally taken after presentation and initial questions for the specific agenda item or topic. Once called upon, the speaker will generally be limited to 3 minutes. The timing and time allowance for speakers can be further changed or limited based on the Mayor's discretion to ensure orderly progress of City business. Please note that while citizens can engage with Councilors in multiple ways at any point in time, Councilors are prohibited by law from discussing City business outside of a scheduled public meeting; meaning Council meetings are the only opportunity for Council as a body to deliberate. The projects are listed in the order that they will be presented to Council.

Public participation throughout the TMP and SIM project development has been a primary focus. Some recent outreach efforts include:

- Wikimapping tool for bicycle and pedestrian master plan
- 180 letters sent to residents in the area north of the Schnebly Road extension
- 2284 recipients of Transit e-news
- 1500 SIM general update recipients via email
- 1,100 views of Jordan Rd roundabout post on Facebook

Background:

SIM-1, Uptown Roadway Improvements

Construction on the project was initiated on June 3rd and is currently approximately 30% complete. To date, the contractor has completed the construction of the Jordan roundabout, improvements to the northeast corner of Forest Road, improvements on the west side of SR 89A including a dry-stacked rock wall in front of Clear Creek Trading Company, and has begun placing fill material for the northern roundabout. Work at the north end of the project has experienced some delays with acquisition of land and receiving an ADOT encroachment permit. Both issues have now been resolved, and the contractor hopes to make up time in the schedule moving forward.

With the change in season, work hours have been adjusted slightly and will now generally follow a schedule of 6:00 a.m. – 4:00 p.m., Monday-Thursday, and 6:00 a.m. – 1:00 p.m. on Fridays as needed. Construction is expected to be complete by the end of FY 20.

Staff has received numerous inquiries about the design of the Jordan roundabout. The Jordan roundabout was designed to accommodate all turning movements for a vehicle with a 50-foot wheelbase. It is necessary for these larger vehicles to utilize the concrete apron in the center island of the roundabout, which is standard practice. The roundabout is operating in an interim condition right now. There is another 3" of asphalt that needs to be placed that will make it more apparent that it is acceptable for a larger vehicle to mount the curb/apron as it is designed to do. The gutter of the curb will also then be part of the traveled lane, adding another 3 feet of width outside of the asphalt area.



In anticipation of the completion of both roundabouts, staff has advertised a request for proposals for a public artwork competition. Commissioned artwork would need to be completed within the overall project timeline. Submissions are due by the end of October. The overall budget for both roundabout art pieces is \$75,000.

SIM-3 Parking & Wayfinding

The parking garage siting study is nearing completion. It will be presented in detail to Council in early November. Pedestrian kiosks have been installed throughout Uptown to provide wayfinding to parking lots.

SIM-4A, Y Slip Lanes

Staff is currently working with ADOT to refine the public involvement plan for the duration of the project. ADOT will be designing this project with in-house staff. The design team is still vetting concepts in an attempt to minimize parking and access impacts to adjacent properties. Current project schedule anticipates construction starting in May 2021.

SIM-4C Pedestrian Crossing at Tlaquepaque

The design contract for this project was approved by Council on September 24, 2019. A design kick-off meeting has been held, and field survey and data collection has begun. Design for this project is anticipated to be complete by the end of FY 20.

SIM-5 Major Roadway Connections

For the Portal/Ranger/Brewer Road Connection project, staff is collaborating with Tlaquepaque to explore potential changes to the Portal Lane parking lot that could improve flow and capacity. SWI is under contract to identify preferred alignments and prepare final design. The preliminary design is 30% complete. The latest concept of the lot is attached as Exhibit A. The intent of these improvements is to require vehicles that enter that lot to exit out to Ranger Road, and also provide signage for vehicles coming from the south side of Soldier Wash to use that exit if their destination is West Sedona or Uptown.

For the Forest Road Connection, at the May 29th meeting, City Council directed staff to move forward with the design of this project, with a preference for Option 1 and the inclusion of a

shared-use path. A Request for Qualifications process has been completed and a design contract with Kimley-Horn is on the October 22nd consent agenda.

SIM-7/8 Enhanced Transit Service

The final implementation plan will be presented in detail at the October 23rd Council work session.

SIM-11 Bicycle & Pedestrian Improvements

These projects focus on improvements that can make walking and bicycling safer, more convenient, and more comfortable. The improvements we are currently pursuing begin the path toward a more bike-friendly and walkable Sedona.

The Get Outside (GO) Sedona walking and biking master planning effort continues to make progress with a work group meeting to assist in detailed input on ways to improve walking and biking in Sedona. The Wikimapping online tool was successful in collecting ideas from residents for walking and biking improvements. Subsequent focus groups and public meetings are planned as well. Collectively, all this feedback will be used to form the walking and biking master plan and outline and prioritize future improvements. After the final draft of the master plan is complete, staff will bring this to City Council. Currently several projects are in progress including paths along Soldiers Pass Road, Schnebly Hill Road, Dry Creek Road, and Sanborn/Thunder Mountain Road.

SIM-12, Traveler Information

ADOT has been displaying travel times to Sedona on the I-17 corridor since December 2018. Staff continues to engage ADOT to ensure that the information provided to travelers is meaningful and accomplishes the objectives of the City. The data source for the ADOT signs has been compared with the City's data, and it is accurate within a couple minutes. Staff is continuing to monitor data and is in process of analyzing what effect the signage may have.

Projects for ongoing travel time, origin-destination data, and interactive camera installations are in progress.

SIM-6, Neighborhood Street Connections

Outreach meetings were held with Morning Sun Condos and Northview HOA's in April 2018 regarding the first potential neighborhood connection between Northview Road and Sunset Drive. Their position was made clear that there was near unanimous opposition to this connection being made. Staff has also received communication from residents near other potential connection locations expressing similar opposition. Staff has been directed by Council to shift focus to other SIM projects. These neighborhood connections are not being actively considered or pursued, unless partners can be identified, or neighborhoods begin asking for connections to be made. In that event, no project would be considered until extensive outreach with affected neighborhoods was conducted.

Community Plan Consistent: Yes - No - Not Applicable

The Sedona In Motion program in general supports the six Vision Themes of the Sedona Community Plan.

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time.

- Community Connections: Supports community connections through its emphases on public participation and involvement during design development and indirectly by improving mobility between gathering place in Uptown Sedona.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle and pedestrian safety.
- Walkability: Reduces vehicle and pedestrian conflicts improving walkability and safety.
- Economic Diversity: Improves local resident and visitor access through multimodal transportation options and connections.
- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage. Projects will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona.

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

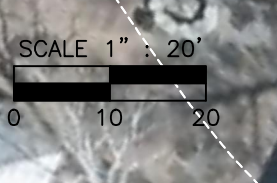
Alternative(s): N/A

MOTION

I move to: for discussion/possible direction only.



89 EXISTING PARKING SPOTS
92 TOTAL PARKING SPOTS SAVING ALL TREES



Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

JOB NO: 17188
DATE: OCT 19
SCALE: 1"=20'
DRAWN: MWJ
DESIGN: AHB
CHECKED: AHB

RANGER/PROCHNOW
SEDONA ARIZONA
TALAGUEPAQUE PARKING LOT (ALT 5)

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING
DRAWING NO. **EX1**
SHT NO. 1 OF 1