

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, AUGUST 9, 2022

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. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. 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

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

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

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

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - July 12, 2022 City Council Special Meeting-Executive Session.
- Minutes - July 12, 2022 City Council Regular Meeting.
- AB 2843 Approval from City Council authorizing the Mayor to join the Climate Mayors Network.
- AB 2814 Approval of public utility easement for Arizona Public Service (APS) to allow for pole relocation to construct Pinon Dr Shared Use Path (SUP) on city owned parcel 408-11-043.
- AB 2832 Approval of a Resolution authorizing a development agreement with 741 Forest Road, LLC, subject to approval of a written agreement by the City Attorney's Office.
- AB 2848 Approval of a Professional Service Agreement with Brown and Associates Certified Inspection Services, Inc. for the provision of Plans Examiner Services for FY23 through FY25 in an amount not-to- exceed \$500,000.00.
- AB 2846 Approval of a Construction Manager at Risk contract with KEAR Civil Corporation for the construction of the Major Lift Station Upgrades project, in an amount not-to-exceed \$4,960,992.90, and approval of a Professional Services Contract for the Construction Administration & Inspection (CA&I) Services to Carollo Engineers, Inc. in the amount not-to-exceed \$158,790.

4. APPOINTMENTS - None.

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

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- AB 2839 **Public hearing/discussion/possible action** regarding a request for the approval of a Zone Change (ZC) from RS-6 and RS-10 to M3 for the development of an off-site overflow parking lot for Chocolatee Restaurant and employee housing located at 20 View Drive (APN 408-07-026D). PZ21-00016 (ZC) Applicant: Jenn Marie Warr.
- AB 2849 **Discussion/possible action** regarding approval of the Rent Local program guidelines and expenditures.
- AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response.

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.



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- d. Reports/discussion regarding Council assignments.
- e. Discussion regarding ideas for future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: 08/08/2022

By: DJ

JoAnne Cook, 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
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, July 12, 2022, 2:45 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 2:45 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, and Councilor Jessica Williamson.

Staff Present: City Attorney Kurt Christianson, and City Clerk JoAnne Cook. City Manager Karen Osburn and Joanne Keene entered the meeting at 3:38 p.m. for item 3b.

Kurt Christianson gave the admonition.

3. Special Business

Motion: Councilor Williamson moved to enter into Executive Session at 2:47 p.m. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- a. Discussion and consultation regarding personnel matters, specifically to discuss City Attorney Kurt Christianson's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).**

Comments and questions from Council.

City Manager Karen Osburn and Deputy City Manager Joanne Keene entered the meeting at 3:38 p.m. for item 3b.

- b. Discussion and consultation with the City Attorney for legal advice regarding implementing SB 1168 and amending S.C.C. Chapter 5.25 Short-Term Rental Regulation. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**

- c. Return to open session. Discussion/possible action regarding executive session items.**

Reconvened in open session at 4:14 p.m.

Motion: Councilor Thompson moved to authorize Mayor and anyone else approve the First Amendment to the Employment Agreement 1. Base Salary Adjustment from 5% to 7%. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

4. Adjournment

Mayor Moriarty adjourned the meeting at 4:15 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 12, 2022.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 12, 2022, 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 Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Ploog, Councilor Jon Thompson, and Councilor Jessica Williamson.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Engineer/Assistant City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Financial Services Cherie Wright, Sustainability Manager Alicia Peck, Director of Wastewater Roxanne Holland, Arts Coordinator Nancy Lattanzi, Assistant Director of Engineering/Public Works Sandra Phillips, Short-Term Rental Program Specialist Teresah Arthur, Procurement Officer Heidi Weber, Assistant Finance Director Renee Stanley, and City Clerk JoAnne Cook.

2. City's Vision/Moment of Art

The City's Vision video was played.

Nancy Lattanzi introduced vocalist Jerry Wayne McFarland. He performed *Change the World*, by Eric Clapton and *Just the Two of Us*, by Bill Withers, Ralph Mac Donald, and William Salter.

3. Consent Items

- a. **Minutes – June 28, 2022 City Council Regular Meeting.**
- b. **Minutes – June 29, 2022 City Council Special Meeting.**
- c. **AB 2834 Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #198854).**
- d. **AB 2840 Approval of a Resolution authorizing agreements between the City of Sedona and procurement cooperative agencies for the purchase of goods and services.**
- e. **AB 2841 Approval of a Linking Agreement with KEAR Civil Corporation for the Juniper Trail Extension Project in an amount not-to-exceed \$169,691.00.**
- f. **AB 2842 Approval of the Small Grant Evaluation Citizen Work Group recommendations for Fiscal Year 2023 Small Grants Program in the amount of \$200,000.**

Item 3f was pulled by Mayor Moriarty.

Motion: Councilor Williamson moved to approve the consent items 3a-e. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Presentation by Small Grant Program Chair and Facilitator Stephanie Giesbrecht and Teresah Arthur.

Comments and questions from Council.

Motion: Councilor Williamson moved to approve item 3f eliminating the funding for Steps to Recovery Homes in the amount of \$3,000 and a reallocation of the \$3,000 to the Sedona Area Homeless Alliance. The \$3,000 is to be targeted for the Code Blue Program with a requirement that the end of the year report specify the number of people served by the program. Any remaining funds are to be returned to the City. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

Break at 6:15 p.m. Brought back to Council at 6:32 p.m.

4. Appointments – None.

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

Vice Mayor Jablow stated the Parks & Recreation Department hosted 950 guests during the 4th of July Wet Fest event. He thanked the volunteers, the local Kiwanis Club, Tiffany Construction, and AZ Water for their contributions and assistance. He encouraged all to check the City's website for information regarding Parks & Recreation programs and events offered.

6. Public Forum

Opened to public at 6:35 p.m.

Jon Spera, Sedona, asked binary questions of Council regarding the election and the Home Rule election question. He understood Council was not able to respond to the questions.

Brought back to Council at 6:39 p.m.

7. Proclamations, Recognitions & Awards – None.

8. Regular Business

a. AB 2809 Public Hearing/discussion/possible action regarding the approval of Tentative City Budget for Fiscal Year 2022-2023.

Presentation by Cherie Wright.

Opened to public at 7:38 p.m.

No public comments.

Brought back to Council at 7:38 p.m.

Motion: Councilor Thompson moved approve the Tentative Budget for FY 2022-23 and thereby set the expenditure limit for the budget at \$105,745,040. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- b. AB 2830 Discussion/possible action regarding the approval of an underground utility easement for Arizona Public Service (APS) to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Posse Grounds Park.**

Presentation by Alicia Peck.

Questions and comments from Council.

Motion: Councilor Thompson moved to approve the APS underground utility easement to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Posse Grounds Park. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, and Williamson) and zero (0) opposed.

- c. AB 2829 Discussion/possible action regarding the third and final phase of the city's Stormwater Master Plan Update, superseding the 2005 Stormwater Master Plan.**

Presentation by Sandy Phillips and Rob Lyons, PE, CFM of JE Fuller Engineering Services.

Questions and comments from Council.

Motion: Councilor Kinsella to approve the adoption of the 2022 Stormwater Master Plan Update to supersede the 2005 Stormwater Master Plan. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

- d. AB 2837 Discussion/possible direction regarding amending Sedona City Code Chapter 5.25 Short-Term Rental Regulation including implementation of SB 1168.**

Presentation by Kurt Christianson.

Questions and comments from Council.

By consensus, Council directed staff to move forward with drafting an Ordinance reflecting staff's recommendations and to bring it back Council for action at a future date.

- e. AB 2571 Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.**

No discussion or direction.

- f. Reports/discussion regarding Council assignments.**

None.

- g. Discussion regarding ideas for future meeting/agenda items.**

None.

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.

e. **Adjournment**

Mayor Moriarty adjourned the meeting at 8:51 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on July 12, 2022.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2843
August 9, 2022
Consent Items**

Agenda Item: 3c
Proposed Action & Subject: Approval from City Council authorizing the Mayor to join the Climate Mayors Network.

Department	City Manager
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Cities Climate Action Compendium

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	\$ 0
City Manager's Recommendation	NA	Amount Budgeted	\$ 0
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: During the June 28, 2022 meeting Mayor Moriarty requested the approval of Council for the Mayor become a member of the Climate Mayors Network be placed on a future agenda. Councilor Thompson supported the request.

Climate Mayors, founded in 2014, is a bipartisan, peer-to-peer network of more than 470 US mayors working together to demonstrate leadership on climate change through meaningful actions in their communities, and to express and build political will for effective federal and global policy action. Arizona member cities include Flagstaff, Phoenix, Tucson, Tempe and Bisbee. There are no binding commitments, but members are asked to lend their name to the Paris Agreement and are asked to join in occasional letters and statements. They are dedicated to creating real climate action at the local level. Mayor Sylvester Turner of Houston, Texas is the Chair, and Mayor Kate Gallego of Phoenix is the Co-Chair.

[Home - Climate Mayors](#)

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Climate Mayors coalition reflects U.S. cities' commitment to climate progress. In addition to local climate leadership, Climate Mayors build political will for federal and global climate action. Hundreds of members have signed the Climate Mayors letters committing to the Paris Agreement and calling on Congress to invest in a green and equitable economic recovery.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve and authorize the Mayor's membership into the Climate Mayors Network.



#ClimateMayors Are Leading the Way

Cities Climate Action Compendium

Climate Mayors, founded in 2014, is a bipartisan, peer-to-peer network of U.S. mayors working together to demonstrate leadership on climate change through meaningful actions in their communities, and to express and build political will for effective federal and global policy action. <http://climatemayors.org/>

The information that follows below is a compendium of climate actions from many Climate Mayors cites that includes:

- Emission reduction targets and dates;
- Signification climate actions and policies; and
- New or recent notable actions from cities.

Albany, NY

Targets:

- 2035 — Achieve 100% clean, renewable energy
- 2020 — Achieve 20% energy reduction in municipal buildings
- 2030 — Divert 65% of waste from landfill
- 2030 — Reduce CO₂ emissions from wastewater and water treatment by 10%

Significant Climate Actions:

- Albany Energy Plan — the plan was developed over a year of in-depth analysis and multiple stakeholder meetings. The finished plan, which was released in early 2015, provides a comprehensive approach to energy use reduction and management, both within municipal operations and city-wide.
- Climate Action Plan along with Albany 2030 Comprehensive Plan — the climate action plan sets goals for the reduction of greenhouse gas emissions and outlines strategies for achieving these goals.
- Bicycle Master Plan - created a plan to identify a network of bicycle routes to improve cycling as a viable mode of transportation throughout the city.
- Member of Compact of Mayors
- Certified Climate Smart Community
- Awarded 3-STAR Community for national leadership in sustainability
- Established Mayor’s Office of Energy & Sustainability
- Bike share program launching July 2017

Ann Arbor, MI

Targets:

- 2025: reduce GHGs 25% from 2000 levels
- 2050: reduce GHGs 90% from 2000 levels

Significant Climate Actions:

- City Council supported self-funding for community energy programs and community engagement on climate change (the Ann Arbor Climate Partnership)
- Continued resourcing for Michigan’s first Property Assessed Clean Energy (PACE) program
- Largest city facility solar installation (42 kW) on major affordable housing site a2energy Revolving Loan Fund for Rental Housing created
- First bike share program (ArborBike) launched summer of 2015
- Feasibility studies starting for expanded organics collection and potential community biodigester

Ashville, NC

Targets:

- Municipal:
 - 80% below 2002 GHG levels by 2050
 - 4% Municipal carbon reductions - yearly (1,114 Metric Tons/Year)

- 50% Waste reduction goal
- Food Policy Action Plan
- Community:
 - Presently being created through the Energy Innovation Task Force to prevent Duke Energy Progress' peaker unit from being built. - IN PROGRESS

Significant Actions:

- Automated meter reading
- 7 Hybrid Buses
- CNG Fueling Station
- CNG Garbage Trucks
- Utilizing B20
- 10k LED Streetlights
- Building automation software
- ISO 14001
- Reduced municipal GHG by 29%

Aspen, CO

Targets:

- 30% by 2010 and 80% by 2050 below 2004 GHG baseline
- 100% renewable utility by 2015 – achieved

Significant Climate Actions:

- Achieved 100% renewable energy for local utility
- Funding for energy efficiency work comes from a carbon tax on development (Renewable Energy Mitigation Program)
- Reduced community GHG emissions in 2014 7.5% while population and taxable sales grew
- Reduced City-operations GHG emissions in 2015 by 42%
- Implemented first rural Bus Rapid Transit system in US – serving 2 million passengers a year
- Implemented first rural Bike Share systems in US
- Member of Compact of Mayors, ICLEI
- Creating regional climate resiliency plan to protect against drought, fires, mudslides and changing snowpack
- Participating as a semi-finalist in the Georgetown University Energy Prize, competing to win \$5 million if Aspen reduces residential energy more than other competing towns

Atlanta, GA

Targets:

- 20% by 2020, 40% by 2030, and 100% by 2035, below 2009 GHG baseline

Significant Climate Actions:

- GHG inventories are performed regularly and follow GPC standard
- Atlanta's Climate Action Plan was adopted in 2015
- The City of Atlanta joined the Compact of Mayors in 2015
- In 2015, the City of Atlanta was recognized by the CDP as a top 10 worldwide city for the quality of its GHG emissions report
- The Mayor of Atlanta participated in the Local Climate Leaders meeting at the COP21 negotiations in Paris
- The Mayor of Atlanta is a member of the Board of the Covenant of Mayors

New Actions to Announce:

- On May 1st, 2017, the City of Atlanta adopted a resolution to use 100% clean energy for city operations by 2025 and citywide by 2035

Austin, TX

Targets:

- Net zero community-wide greenhouse gas emissions by 2050.
- Municipal operations powered by 100% renewable energy by 2012 and all operations carbon neutral 2020.
- Austin Energy: 55% renewable energy delivered to customers by 2015. This includes goals of 1000 MW of demand side management, over 1500MW of wind, 600MW of solar, energy storage, and all coal ownership retirement.

Significant Climate Actions:

- Inventories: We conduct a city-wide inventory every 3 years using ICLEI-USA's U.S. Community Protocol and annually using the Climate Registry for municipal operations. Our municipal inventory has been third party verified twice.
- The Austin Community Climate Plan was adopted by City Council in June of 2015.
- In October 2015, the Austin City Council approved power contracts for Austin Energy to purchase over 400MW of utility scale solar power.

New Actions to Announce:

- In October 2015 Austin City Council authorized Austin Energy to secure up to 450MW of additional solar PPAs. When installed, and combined with the 30MW already built, the 150MW already authorized but not built, Austin should be at or near the top solar- powered cities in America. Council also directed Austin Energy to pursue bids to purchase or own 150MW more by 2019.

Berkeley, CA

Targets:

- Community-wide GHG reductions of 80% below 2000 levels by 2050; this translates to 33% below 2000 levels by 2020.
- Zero waste by 2020.

Climate Actions:

- Building Energy Saving Ordinance (BESO): Effective December 1, 2015, Berkeley's Building Energy Savings Ordinance (BESO) is designed to catalyze investment in energy-saving upgrades in homes and businesses. BESO requires property owners to conduct a building energy assessment that provides tailored recommendations for energy-saving opportunities and incentives for all commercial and multifamily buildings (phased in by size) and residential homes at time of sale. BESO is designed to uncover opportunities to for building owners to minimize wasted energy, improve occupant comfort, and lower utility bills.
- Solid Waste: GHG emissions from solid waste decreased 59% between 2000 and 2013, and 18% between 2012 and 2013 alone.
- Water: The City reduced water consumption in municipal operations by 29% compared to 2013 levels.
- **Transportation:**
 - EVs: The number of EVs in Berkeley has nearly tripled in the last 2 years, bringing the estimated total to approximately 750 EVs. The City also launched a Residential Curbside EV Charging Pilot program in December 2014. This Pilot offers home charging opportunities for residents that lack off-street parking by allowing for the creation of new front yard spaces for EV charging or for curbside EV charging stations.
 - Parking Demand Management: The City launched the goBerkeley Pilot Program in 2013 which showed that parking and transportation demand management strategies can be effectively linked to improve parking conditions and reduce congestion and GHG emissions

New Actions to Announce:

- 2013 GHG Emissions Trends: Berkeley reduced its community-wide GHG emissions by 9% between 2000 and 2013.

Boston, MA

Targets:

- 25% reduction in greenhouse gas emissions by 2020, below 2005 level, and carbon neutral by 2050

Significant Climate Action:

- Mayor Walsh serves as the North American Co-Chair on the C40 steering committee.
- Rated the most energy efficient city in the U.S. by ACEEE three years in a row.
- Won international award for Greenovate Boston and community engagement at the Paris climate talks.
- Compliant with the Global Covenant of Mayors for Climate and Energy greenhouse gas emissions reporting Compact.
- Updated the City's Climate Action Plan in 2014 to reach climate goals.
- Launched the Carbon Free Boston initiative to support rapid action to become carbon neutral by 2050.
- Launched the Renew Boston Trust initiative to pursue energy efficiency and resiliency in Boston's building portfolios by using a proven self-funded financing model.

Boulder, CO

Targets:

- 80% reduction in community-wide GHG emissions by 2050, below 2005 baseline
- 100% clean, renewable electricity by 2030
- 80% reduction in city operation GHG emissions by 2030, below 2008 baseline
- Member of the 22 city member Carbon Neutral Cities Alliance (CNCA)

Significant Climate Action:

- First in the nation to pass a Climate Action Plan (CAP) tax to fund initiatives to reduce GHG emissions

- Completed baseline GHG Inventory, and ones in 2010 and 2012. Starting in 2015, performing annual inventories.
- City facilities have saved more than 20% to date in emissions through a performance contract initiated in 2009
- In 2010, the city adopted the SmartRegs ordinance to help promote and improve energy efficiency in rental housing units
- An accelerated Net-Zero Energy Code, adopted in 2013, requires new and remodeled residential and commercial buildings to meet net-zero energy by 2031
- Achieved Solar Friendly Community Platinum designation in 2014 and introduced the Boulder Solar Tool (<http://mapdwell.com/boulder>) in 2015 to aid the community's understanding of individual building and aggregated urban rooftop solar PV potential
- The Universal Zero Waste Ordinance was adopted in July 2015
- The Building Performance Ordinance was adopted in October 2015, requiring all large commercial and industrial buildings to rate and report their energy use and perform energy efficiency over time. 100% compliance rate over the first two years.
- Recently developed a Local Energy Impact Offset fund
- Adopted the 2017 City of Boulder Energy Conservation Code, among the most stringent energy code in the country
- Boulder launched a community-wide engagement process around climate commitment strategy that will extend through Q1 of 2016

Burlingame, CA

Targets:

- 15% reduction in greenhouse gas emissions by 2020, below 2005 level
- 80% reduction by 2050

Significant Climate Action:

- Purchasing 100% renewable energy for municipal electricity accounts as part of Peninsula Clean Energy, the region's community choice aggregation program.
- Installed two electric vehicle charging stations by downtown district and train station.
- Updating the City's 2009 Climate Action Plan as part of General Plan Update process.
- Retrofitted all of City's street lights, over 800, with LEDs.
- Removed lawn at the Police Station and replaced with drought tolerant landscaping

- Provide 5 free local shuttles transporting people between transit centers and job areas.

Burlington, VT

Targets:

- Leveling off the growth of emissions by 2016 down to 2010 levels;
- Reduction in 2010 levels by 2025.

Signification Climate Actions and Policies:

- First municipal utility to source 100% of electricity from renewable sources;
- Thanks to energy efficiency measures, use less electricity now than in 1989;
- City transitioning to net zero energy in thermal, electric and transportation sectors by 2026.

Chicago, IL

Targets:

- Reduce GHG emissions 25% below 1990 levels by 2020, and 80% below 1990 levels by 2050.

Significant Climate Action:

- Released new 2015 GHG Inventory Report in January 2017. Key findings show a 7% reduction in GHG emissions from 2010 to 2015, due to increased energy efficiency, de-carbonization of the electricity supply, and improvements in citywide recycling.
- Energy:
 - Through the voluntary Retrofit Chicago program, have completed energy efficiency retrofits in 23,000 homes and 132 buildings spanning over 70 million square feet, saving nearly \$17 million/year and over 91,000 metric tons of avoided GHG emissions.
 - Passed an energy benchmarking & disclosure ordinance in 2013; now have 2,700 reporting buildings (90%+ compliance rate) and have seen up to 4% energy reduction in buildings.
 - Streamlined permitting process for solar through the Chicago Solar Express program and developed a bulk purchasing program for solar PV.
- Transit:

- Prioritized rapid transit investments in the Chicago Transit Authority, which has completed or initiated major updates to the rail infrastructure on multiple lines while also increasing service.
- Passed two new transit oriented development ordinances to incentivize less car-dependent property development near transit.
- Named by Bicycling Magazine as the Best Bike City in the U.S. due to the significant investments made by Mayor Emanuel in Divvy (Chicago's bikeshare network) and due to the creation of 108 miles of protected bike lanes.
- Parks and Trees:
 - Developed Building on Burnham, a comprehensive strategy to invest in Chicago's lakefront, natural areas, and recreational areas across the city
 - Planted 26,000 trees since Mayor Emanuel took office
- Waste and Recycling:
 - Expanded recycling to 60,000 households in 2013. Increased the amount recycled by 39,000 tons from 2010-2015.
- Joined the Compact of Mayors
- Member of the 100 Resilient Cities Initiative

Cleveland, OH

Targets:

- City operations: Reduce GHG emissions 10% below 2010 levels by 2016, 20% by 2020, and 45% by 2030.
- Citywide: Reduce GHG emissions 16% below 2010 levels by 2020, 40% by 2030, and 80% by 2050.

Significant Climate Action:

- The City has reduced emissions from its own operations by 9% compared to 2010.
- Completed citywide 2015 GHG Inventory in 2017. Key findings show a 4% reduction in GHG emissions from 2010 to 2015 while at the same time creating economic growth. If industrial emissions are not included, the city is showing an 11% reduction.
- Enhancing quality of life is at the heart of implementing the Cleveland Climate Action Plan. Results include:
 - 25 resident-led, neighborhood-based projects supported through the Cleveland Climate Action Fund.
 - More than 160 home energy retrofits through the Cleveland Energy \$aver

- program, which serves to complement the existing weatherization program
- \$40 million grant from the U.S. Department of Energy to complete the first freshwater offshore wind project in North America
 - More than 100 residential solar installs through the Solarize Cleveland and Countywide solar co-op programs
 - 46 miles of new bike infrastructure installed from 2014-2016
 - Launch of the Cleveland Tree Plan, with a goal of 50,000 new trees by 2020 and increase canopy from 19% to 30% by 2040
 - The Cleveland 2030 District now has more than 40 building owners, representing more than 40 million square feet, all committed to significantly reducing energy use, water use, and emissions from transportation
 - There are more than 20 LEED certified educational facilities in Cleveland
 - Both district energy systems in Cleveland have transitioned away from coal
 - Cleveland is a leader in supporting local food, with some of the largest urban farms and greenhouses in the county along with more than 200 community gardens
 - The Greater Cleveland Regional Transit Authority's HealthLine was named the best bus rapid transit in the country
 - Joined the Compact of Mayors and completed all the phases

Columbus, OH

Targets:

- Reduce GHG emissions 30 percent by 2020, 40 percent by 2030 (city operations- 2005 baseline) and 20 percent by 2020 (community-wide- 2013 baseline).
- Develop a climate preparedness plan by 2017.

Significant Climate Actions:

- Released the climate adaptation plan focused on drinking water resources, Sustaining Scioto. Currently working on a vulnerability assessment and climate adaptation plan to address other impacts associated with climate change.
- Columbus' Fleet was voted greenest fleet in North America in 2011 – with 167 CNG vehicles in the fleet and anti-idling devices on all vehicles – and have reduced petroleum use and greenhouse gas emissions since 2005. Central Ohio Transit Authority goal to replace all buses to run on CNG by 2030. There is a network of infrastructure open to the public to support adoption of alternative fuel

vehicles, CNG and EV.

- As of 2015, the city is purchasing 14% of power used for city facilities in renewables, target of 100% by 2020
- As of 2013, community wide GHG emissions are down 14%
- As of 2014, municipal GHG emissions are down 25%

New Actions to Announce:

- September 2015 – Columbus launched an aggressive urban tree canopy campaign, Branch Out Columbus, a collaboration of over 20 organizations, whose goal is to plant 300,000 medium sized trees by 2020, raising the canopy from 22% to 27%. Including a goal to build four urban tree nurseries on vacant and abandoned land within low-income/ low- tree canopy neighborhoods by 2020.

Cooperstown, NY

Significant Climate Actions:

- Our Climate Change resolution has become a model for other communities throughout New York state.
- met our electricity needs through the purchase of renewable energy
- first municipality in the country to divest from fossil fuels (according to 350.org)
- gathered baseline energy usage data
- increased energy efficiency by converting many Main Street lampposts to LED (with more to come)
- been converting building lighting to LEDs
- recently received a grant to install two EV chargers in the Doubleday Field parking lot
- added insulation to village buildings
- Successfully installed on-site solar-powered electricity at Three Mile Point and are still pursuing larger solar energy projects.

Dallas, TX

Targets:

- Dallas has set a goal to Reduce City operational emissions to 39% below 1990 levels by 2017.

Significant Climate Actions:

- Member MNCAA – Mayor’s National Climate Action Agenda.
- Member USDN – Urban Sustainability Directors Network.
- Member ICLEI – Local Governments for Sustainability.
- Member USCOM – US Conference of Mayors. Host of 2015 Annual Meeting.
- Met the USCOM Climate Protection Agreement goal of reducing community-wide emissions by 7% over 1990 levels by 2012.
- Dallas has conducted two greenhouse gas emission inventories and is working on its third.
- Since 2015, Dallas buys all grid-based energy, roughly 720M kWh, from 100% renewable sources via Renewable Energy Credits. Dallas began buying renewable energy (40%) in 2008, increasing the renewable content (50%) in 2013 before moving to 100% and being listed at that time as the #1 EPA Green Power Partner for Local Government.
- Dallas generates roughly 4% of its own energy needs from waste streams.
- In FY15-16, City of Dallas employees reduced VMT by 6,000,000 miles. This resulted in an emissions savings greater than 3,000 tons CO2 and 15 tons ozone.
- City of Dallas non-emergency sedan fleet is over 60% alternative fueled vehicles. This results in an emissions reduction greater than 5,000 tons CO2.
- City of Dallas operates two dedicated local air programs: Air Quality Compliance; and, Ambient Air Monitoring on behalf of the State of Texas.
- Since 2003, City of Dallas requires all public buildings to be built to LEED Silver or better. Current inventory of new or replacement buildings: 32 LEED Silver or better.
- Three recently completed energy efficiency retrofits resulted in 26M kWh energy use reductions.
- Since 2009, all new construction in Dallas, private or public, must be built to a green standard such as LEED or other equivalent system.
- Largest surface light-rail system in the United States with 64 stations on four lines spanning 93 miles offering 29.8 million passenger trips serving Dallas, Carrollton, DFW Airport, Farmers Branch, Garland, Irving, Plano, Richardson, and Rowlett. Ties with commuter rail system to connect to neighboring cities of Irving, Hurst, Richland Hills, and Fort Worth.¹
- The City of Dallas is certified to the ISO 14001 standard (International Standards Organization) for Environmental Management Systems to reduce the pollution associated with its operations, comply and exceed applicable regulations, and to

¹ Dallas Area Rapid Transit: Reference Book.
2017. <http://www.dart.org/about/dartreferencebookmar17.pdf>

continually look for areas in which to improve its protection and stewardship of environmental resources.

Denver, CO

Targets:

- Denver has set a goal to return to 1990 emissions levels by 2020. As of 2015 Denver was on target to meet this goal.
- Denver has set a goal for citywide energy use in 2020 to be no greater than it was in 2012, despite population increases of over two percent annually, while reducing the fossil fuel content of that energy by 50%.
- Denver has set an 80 x 50 goal and is currently developing strategies to hit that target.

Significant Climate Actions:

- Mayor Hancock has signed on to the Mayor's National Climate Action Agenda and the Compact of Mayors.
- Denver has conducted annual greenhouse gas inventories since 2009, helping to inform the 2015 climate action plan update.
- Denver was one of the first major cities to complete a climate vulnerability assessment and adaptation plan, released in 2014.
- By 2020, Denver will reduce the energy use intensity (EUI) of its more than 6 million square foot portfolio of municipal government buildings by 20%; it is ahead of pace, already having reduced its EUI by 9%.
- Denver was designated as a Solar America City in 2008 and the first Solar Friendly Community in 2012 for its work to simplify the solar permitting process, helping to increase solar capacity in the community to 23 Megawatts through 2013.
- In 2015, Denver International Airport (DEN) was the 4th U.S. airport group certified to Airports Council International's Airport Carbon Accreditation standard, the only institutionally-endorsed, carbon management certification standard for airports.
- DEN also hosts 10 megawatts of solar, one of the largest totals of any airport in the world, supplying a significant portion of the city's more than 20M kWh of solar energy production annually.
- Denver expanded its use of cleaner-burning alternative fuels by opening its first Compressed Natural Gas (CNG) fueling station in 2014 and purchased 40 refuse trucks that run on CNG.
- Denver is the only major city in the United States that requires all city agencies to

participate in the ISO 14001 Environmental Management System, as certified by audit.

New Actions to Announce:

- Denver is committed to developing innovative transportation solutions to move our people safer, smarter and more sustainability through a partnership with the Rocky Mountain Institute and with the Colorado Department of Transportation's Technology in Transportation effort.
- In 2016 Denver amended its building code to update to the 2015 version of the International Energy Conservation Code, and added language requiring that all new single-family homes include wiring for electric vehicles.
- In 2016 Denver adopted an ordinance to require all commercial buildings of 25,000 sq. ft. or larger to benchmark and disclose energy consumption through the U.S. EPA's Energy Star tool.
- Denver will host the 2017 Solar Decathlon.

Dubuque, IA

Targets:

- The 50% by 2030 Community Climate Action Plan commits to community-wide reduction of GHGs 50% below 2003 by 2030.

Significant Actions:

- In 2015, the community completed its first GHG inventory since adopting the 50% target in 2013.
 - The inventory showed an 11% reduction to date.
- In 2016, the City Council approved the creation of the Resilient Community Advisory Commission. The purpose of the commission, as defined through a community engagement process, is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental wellbeing of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement.
- In 2016, the City approved construction of rooftop solar arrays on five of our six fire stations, building on energy efficiency improvements taken at those facilities. The five arrays will total 150.8 kW, and offset anywhere from 28-100% of the electricity consumption at each station, when completed in the spring of this year.
- In 2013, the Water & Resource Recovery Center was constructed to be a net-zero energy facility. In 2015, the facility's electricity demands had dropped 70-

75%, and they saved \$537,000 in annual electricity and fuel-oil savings. The facility now pumps excess methane created through anaerobic digestion into the natural gas pipeline, and is in the process of developing a system to fuel bioCNG municipal vehicles in the future.

Durham and Durham County, NC²

Targets:

- Municipal:
 - 50% below 2006 GHG levels by 2030
- Community:
 - 30% reduction from BAS from the community 2006 levels by 2030

Significant Actions:

- Installed a 4.2 MW landfill-methane to electricity generator – enough electricity for 1,900 homes per year. (City)
- Improved government building efficiency by 13% since 2009 (City)
- Replaced all traffic signals with LEDs (City)
- Completed energy retrofits at 708 homes with an average increase in efficiency of 60% in heating months and 30% in cooling months (City)
- Built over 200 affordable housing units to Energy Star or other third-party certification (City)
- Completed an Energy Savings Contract for 7 buildings, including our jail, that is reducing GHGs by more than 3,351 metric tons per year (30%) (County)
- Reduced GHG from government buildings by 14% since 2008 (County)
- Installed 12 public EV charging stations (County) and 4 public/2 government-only EV charging stations (City)
- Increased urban tree planting by 100% since 2014 (City and County)
- Seen a 7% reduction in GHG per capita in the residential sector (City and County)
- Seen a 7% reduction in GHG in the Commercial sector since 2008 (City and County)
- Transitioned to 90 gallon single-stream recycling carts (City and County)

² City of Durham and Durham County have a joint inventory and Action Plan, though they are two separate governments.

Edina, MN

Targets:

- 30% Greenhouse Gas (GHG) reduction by 2025, 80% reduction by 2050
- Within the next 18 months, lower the City's electricity GHG emissions by 7.5%.
- 750 homes take energy savings actions each year
- Double the number of subscribers to the utility's renewable energy program, Windsource, and double the average subscription amount.
- Businesses reduce and/or offset 2% of electricity usage annually

Significant Climate Actions:

- Conservation and Sustainability Fund — In 2015, City Council approved the creation of a new initiative, the CAS Fund, which has a full-time staff and budget focused on sustainability. City Council approved an increase in the 2018-2019 budget to support more energy conservation and sustainability capital improvements in City facilities. The fund will increase from \$240k to \$450k in 2018 and \$1M in 2019 and after.
- Edina Energy Action Plan — The plan was developed with in-depth analysis and multiple stakeholder meetings. Approved in 2016, the plan provides a comprehensive approach to energy use reduction and renewable energy support for city operations, residents and businesses.
- PACE – Continued resourcing for Minnesota's first Property Assessed Clean Energy (PACE) program.
- Transit and Fleet – Completing an update to the Bicycle and Pedestrian Master Plan that is identifying gaps in the current system and building a for a connected system. Continuing to optimize our fleet and reduce emissions by transitioning light duty vehicles to hybrids and electric vehicles. For example, our Building Inspections fleet is 60% hybrid and the fleet will be 100% hybrid or electric by 2022.

Eugene, OR

Targets:

- Climate Recovery Ordinance (2016):
 - Carbon neutral city operations (scope 1 and 2) by 2020.
 - Community wide and city operational use of fossil fuels cut by 50% from 2010 levels by 2030.
 - Reach a GHG emissions level consistent with 350ppm by 2100, resulting

in a 7% annual reduction starting in 2017.

Significant Climate Actions:

- Updating the 2010 Climate and Energy Action Plan in 2017.

Fayetteville, AR

Targets:

- We are in the process of developing energy efficiency, renewable energy and greenhouse gas reduction targets as part of an Energy Action Plan development.
- 40% waste diversion goal by 2027

Significant Climate Actions:

- In 2015, 6.3% of Fayetteville's electricity was derived from renewables.
- In 2015, the community waste diversion rate was 18%, which includes residential, commercial and industrially-generated materials.

New Actions to Announce:

- In February 2017 the City launched development of its first Energy Action Plan to focus on Greenhouse Gas Mitigation (City & Community), Energy Efficiency and Greening the Energy Supply. Planned adoption by the end of 2017.

Fort Bragg, CA

Targets:

- The City of Fort Bragg's 2012 Draft Climate Action Plan establishes a greenhouse gas emission reduction goal of 15% for the community and 30% for local government by 2020.
- The City's sustainability goals include compliance with California Building Code Zero Net Energy by 2020.

Significant Climate Actions:

- On September 26, 2016, by Resolution 3937-2016, Fort Bragg joined the Sonoma Clean Power Authority to implement the Community Choice Aggregation Program within the City of Fort Bragg to promote competitive and renewable energy.
- During the summer of 2017, Fort Bragg saved energy by converting to LED streetlights.

- The Fort Bragg Police Department has increased foot and bicycle patrols and purchased three new electric motorcycles.
- The City continues implementation of low-impact development of storm drains and other green infrastructure projects.
- The City is upgrading the Wastewater Treatment Facility in 2018. Through conversion to an activated sludge plant, the facility will realize a 35% reduction in GHG emissions based on reduced amount of electrical usage and less frequent hauling of sludge.
- In winter of 2017, Fort Bragg is installing two Electric Vehicle charging stations.

Fort Collins, CO

Targets:

- The 2015 Fort Collins Climate Action Plan Framework established greenhouse gas emissions reduction goals of 20% below 2005 levels by 2020; 80% below 2005 levels by 2030
- Carbon neutral by 2050.

Significant Climate Actions:

- Our efficiency programs have saved the energy equivalent of almost 3,750 homes in our community (29,900 megawatt-hours) generating nearly \$38 million in local economic benefits through reduced utility bills, direct rebates and leveraged investment,
- Fort Collins businesses are saving more than \$9.5M annually from improved efficiencies,
- ClimateWise is Fort Collins' free, voluntary program that offers simple solutions to help businesses reduce their impact, save money and gain recognition for their achievements in energy and water conservation, waste reduction, alternative transportation and social responsibility. In 2015, ClimateWise Partners realized \$1,037,000 in annual cost savings by implementing cost-saving strategies to be more efficient and reduce operating costs,
- Increased locally installed solar capacity by more than 3.5X between 2014 and 2015.
- Partnered with three communities to install a 30-megawatt Community Solar Project, reducing our emissions by 1% and increasing our clean energy portfolio by 2%,
- Reduced emissions per capita 25% while experiencing 18% growth in population and 40% growth in GDP,

- Diverted about 60% of waste from the landfill while exploring ways to turn waste streams into profit streams,
- Doubled transit ridership in less than 10 years (2016 will see more than 4 million trips for the first time ever) after significantly increasing investment in transit services, including Bus Rapid Transit and public-private partnerships to support system efficiency and maximize use of taxpayer dollars,
- Incorporated technologies designed to monitor and adjust traffic management in real-time to reduce congestion and emissions, and increase ease of travel by all modes, and
- Recognized as one of six Platinum level Bicycle Friendly Communities.

New Actions to Announce:

- The City is currently developing its Climate Action Plan 2020 Strategic Plan to achieve the new GHG reduction targets adopted in 2015.
- Complementary to the 2020 CAP Strategic Plan, an updated Energy Policy was adopted in November 2015 that includes targets for incremental annual reductions in building energy use by 2.5% per year by 2020 and achieving 20% renewables by 2020.
- 2016 Inventory will be released in June of 2017, with preliminary numbers available in April.

Hoboken, NJ

Targets:

- 2022: Become a Net Zero Energy City by consuming energy from alternative and renewable energy sources.
- 2027: Exceed carbon reduction goals established by the Paris Climate Agreement to achieve carbon neutrality.

Significant Climate Actions:

- Adopted a comprehensive Green Building & Environmental Sustainability Element of the City Master Plan (attached, website will be launched soon)
- Designated as a Role Model City of the Making Cities Resilient campaign for its flood risk management practices by the United Nations Office for Disaster Risk Reduction
- Appointed a Chief Resiliency Officer and Chief Sustainability Officer
- Launched the first city-wide car sharing program in the US in 2010 known as “Corner Cars,” with 90% of the city’s population located less than a five minute walk from the nearest carsharing space

- Launched the first city-wide bike share program in New Jersey in 2015 known as “Hudson Bike Share,” with 100% of the city’s population located less than a five minute walk from the nearest bikeshare location; it now has more than 20,000 members logging more than 300,000 rides.
- Invested \$90 million to date in stormwater management projects, including 3 resiliency parks capable of storing more than 1.5 million gallons of stormwater
- Partnering with NJDEP, US HUD, and neighboring cities to implement the \$230 million Rebuild by Design project, a comprehensive water management strategy will mitigate coastal flood risk for 85% of the population living in the floodplain
- Partnering with the local electric utility on a \$300 million for the elevation and hardening of electrical substations
- Partnering with NJBPU on a \$150,000 feasibility study for an electrical microgrid to provide redundant power for critical facilities

Houston, TX

Targets:

- 80% reduction by 2050 (2007 baseline)

Significant Climate Actions:

- 80% of the City’s energy coming from renewable sources and a 50 MW solar project soon to come online.
- The City of Houston is also implementing one of the largest LED streetlight conversion in the nation, helping the City meet stringent energy efficiency goals.
- Though Houston’s municipal energy efficiency program, over six million square feet of City facilities are expected to achieve guaranteed energy use reductions of 30%, saving over 22 million kWh of electricity every year, with paybacks of, on average, less than ten years.
- Two new light rail lines recently opened and a transformative redesign of the Houston region’s local bus system launched in 2015. An estimated 20% increase in ridership is expected with the new bus network.
- The City of Houston has completed both municipal and city-wide climate inventories, and is updating its municipal Sustainability Plan.

Kansas City, MO

Targets:

- 30% reduction in greenhouse gas emissions from 2000 levels by 2020, in municipal operations and citywide
- 80% reduction in greenhouse gas emissions from 2000 levels by 2050
- As of the end of 2013, have reduced greenhouse gas emissions 25% in municipal operations and 4% citywide since 2000

Significant Climate Actions:

- Unanimous adoption by Mayor & City Council of the KCMO climate action plan in 2008
- Commitment to annual updates to our municipal greenhouse gas emission inventory & triennial updates to our citywide greenhouse gas emission inventory
- Reduction of electricity use in municipal operations by 21% from 2000 to 2013 and achievement of ENERGY STAR certification for City Hall (a 78-year old building) in 2012 with a score of 92
- Utilization of a unique proprietary software system (Enterprise Sustainability Platform) to monitor & manage energy use in municipal buildings
- Installation of 25 kW solar installations on the rooftops of 59 municipal buildings
- Installation of 13 electric vehicle (EV) charging stations at City sites in partnership with our local investor-owned utility, who are installing 1,100 EV charging stations across the metro area: the largest system of its kind in the U.S.
- Conversion of traffic signal lights to LEDs
- Adoption of LEED Gold certification requirement for new municipal building construction & renovations
- Adoption of an Energy Empowerment ordinance in 2015 requiring KCMO municipal buildings > 10,000 sq. ft. and non-municipal buildings > 50,000 sq. ft. to benchmark & report energy/water use
- Expansion of Bus Rapid Transit lines in the City and construction of new City streetcar system that will begin operations in 2016

Knoxville, TN

Targets:

- Reduce greenhouse gas emissions 20% by 2020 (city-wide, 2005 baseline)
- Reduce greenhouse gas emissions 20% by 2020 (municipal-operations, 2005

baseline)

- By 2020, reduce the energy use intensity of 2 million+ square feet of municipal building space by 20% (2010 baseline).

Significant Climate Actions:

- Completed \$13.4M comprehensive energy saving performance contract to improve efficiency of 99 city facilities. Currently (based on 2015 inventory data), municipal greenhouse gas emissions are down 18% from our 2005 baseline.
- Working toward comprehensive retrofit of street lighting system to LED technology, resulting in estimated annual electricity savings of 13,653 MWh and annual CO2 savings of 8,280 metric tons.
- Through the Knoxville Extreme Energy Makeover Program, the City of Knoxville and its partners will provide energy efficiency upgrades to 1,200+ local homes that achieve 25% electricity savings and total annual CO2 savings of 2,973 metric tons.

Lakewood, CO

Targets:

- Reduce community-wide greenhouse gas emissions by 20% below 2017 levels by 2025.
- Reduce community-wide greenhouse gas emissions by 20% below 2017 levels by 2050.
- Generate 45% of municipal, residential, and commercial energy from renewable sources by 2025.

Significant Climate Actions:

- As part of the 2015 Sustainability Plan, customizable greenhouse gas emissions calculators were used to model various strategies within the plan. For example, the calculators demonstrated that Lakewood could reduce emissions from the energy and water sector by 10,977 metric tons of CO2 emissions per year, and that residential curbside recycling and waste diversion have the potential to eliminate 37,627 metric tons each year. Emissions calculators ensure that our 2025 targets are achievable.
- Participated in the development of the Colorado Local Resiliency Project, led by the Colorado Climate Network and Colorado Municipal League. The report recommends actions for local governments to prepare for and address climate change impacts and can be found at Lakewood.org/Green.
- Joined the Western Adaptation Alliance, a regional network of local government

representatives in the Rocky Mountain West who work together to address region-specific climate issues and develop appropriate solutions.

Long Beach, CA

Targets:

- 15% GHG emissions reduction in municipal operations by 2020.
- Community-wide goals currently being developed during Climate Action and Adaptation Planning Process.

Significant Actions:

- 25.4 Megawatts of PV Solar has been installed throughout the Long Beach since 2005.
- Long Beach Transit is converting its bus fleet to near-zero emission CNG and Battery Electric Buses by 2021.
- Long Beach is a member of the Los Angeles Regional Collaborative for Climate Action and Sustainability which works to advance climate solutions.
- Long Beach has adopted building code amendments requiring the inclusion of electric vehicle charging infrastructure in all new construction in the city.
- Long Beach's Lawn-To-Garden Turf Replacement Program has helped 5,000 residents transform just over three million square feet of thirsty turf to California friendly garden landscapes.
- The Port of Long Beach Clean Air Action Plan has led to innovative policies and programs reducing emissions from port activities including a 12% reduction in GHGs since 2006.
- The I Dig Long Beach tree planting program, funded by the Port of Long Beach, has planted over 3,000 trees in partnership with community organizations, and aims to plant 6,000 by 2020.
- The City Fleet Services Bureau has prioritized the purchase of alternative fuel vehicles, and purchased 54% alternative fuel vehicles in 2016.
- Long Beach joined the Compact of Mayors in 2015.
- The City has 140 miles of bike facilities as well as 1,700 bike racks and is committed to expanding bike infrastructure through the Bicycle Master Plan completed early 2017.
- In 2016, Long Beach began roll-out of a bike share program that will connect residents around the city. It currently has 60 hubs, 400 bikes, and over 10,000 members.

New Actions to Announce

- Long Beach is currently in the second phase of a citywide project retrofitting 25,750 streetlights to LED, the emissions equivalent of removing 21,000 cars from the road.
- Long Beach is developing a Climate Action and Adaptation Plan that will help make it a sustainable and resilient city.

Los Angeles, CA

Targets:

- Los Angeles is committed to a 45% reduction in greenhouse gases by 2025, 60% by 2030, and 80% by 2050 (1990 baseline)

Significant Climate Actions:

- Mayor Garcetti serves on the C40 steering committee; represents the largest city on President Obama's Climate Task Force; and co-created the Mayors' National Climate Action Agenda, a national movement to drive cities to take action and improve standards for carbon inventories and climate action
- Developing a comprehensive climate action and adaptation plan, including an annual standardized GHG inventory
- By 2017 we will expand the Better Buildings Challenge (BBC) to over 60 million square feet, and avoid 1250 GWh of energy use due to efficiency programs
- By 2017, will install at least 1 MW of solar on LA Convention Center rooftop
- LA has the greatest amount of solar power – in terms of installed capacity of MW – of any US City and by 2025, will increase cumulative total MW of local solar power to 900- 1,500 MW.
- LA is ahead of schedule to meet goal of 1,000 publicly available charging stations by 2017
- By 2025, Los Angeles will eliminate its use of coal-fired electricity

New Actions to Announce:

- Mayor Eric Garcetti announced a commitment to lease 160 pure battery EV vehicles, a move that will give Los Angeles the largest city-owned pure EV fleet in America. The program commits city departments to the leasing of pure battery electric vehicles (BEVs) and plug-in hybrid electric vehicles (PHEVs) to replace aging city vehicles — including those with conventional internal combustion engines. The announcement comes on the eve of the U.S.-China Climate Leaders Summit.
- Los Angeles will release its Draft Climate Action Plan by December 2015.

Medford, MA

Targets:

- Carbon neutrality region wide, as part of Boston Metro Mayors, by 2050.
- Massachusetts Green Community, 20% municipal energy use reduction of 2009 levels by 2018

Significant actions:

- Signed on to UN Compact of Mayors, November 2015
- Created city-wide GHG baseline (2015) inventory that is GPC compliant.
- First MA Climate Action Plan in 2001; Updated with Local Energy Action Plan in 2012
- First municipal scale wind turbine at a school in 2009
- Currently updating all city streetlights to LED
- 5 of Medford's 6 schools received Energy Star designation annually since 2011

Milwaukee, WI

Targets:

- 20% energy reduction in municipal buildings by 2020
- 25% renewable energy in municipal buildings by 2025

Significant Climate Actions:

- Milwaukee supports the Compact of Mayors
- Milwaukee's *Property Assessed Clean Energy* (PACE) financing program has financed over \$13 million of energy efficiency projects and has been named a national Implementation Model by the US Department of Energy.
- The *Milwaukee Shines* solar program offers loans and a "group-buy" to make solar energy affordable for homeowners. The program has installed over ½ MW of solar power on rooftops throughout the City.
- The *Milwaukee Energy Efficiency (Me²)* program offers affordable loans to homeowners for energy efficiency upgrades. The program has retrofitted over 1,300 homes.
- The Port of Milwaukee installed a 100kw wind turbine
- Milwaukee's *Better Building Challenge* program provides commercial building owners with comprehensive support services to cut energy use 20%. To date, 27 commercial buildings have committed goals in the program.
- Milwaukee has a robust green infrastructure program as part of its Water-Centric City initiative to help the city adapt to climate change threats.

Montpelier, VT

Targets:

- Net Zero by 2030

Significant Climate Actions:

- Installed renewably powered district heating system in the downtown using sustainably harvested biomass.
- Installed 1 megawatt of solar in 2016 which offsets approx. 70% of municipal electricity use.
- Recognized as a Climate Action Champion and one of fifty cities nationwide to participate in the Georgetown University Energy Prize competition.
- Lowered municipal greenhouse gas emissions by 56% over the past five years, and total municipal energy use was 25% renewable in FY16.
- Retrofit streetlights with LEDs.
- More than 15% of homes have been weatherized to date, the highest percentage of any city in Vermont.

New Actions to Announce:

- Montpelier recently launched a Net Zero Revolving Loan Fund to reinvest energy savings into new municipal projects.
- Feasibility study underway for waste to energy cogeneration project at the wastewater treatment facility.
- All municipally owned buildings will be audited by the end of 2017.

New Orleans, LA

Targets:

- New Orleans has taken inventory of our greenhouse gas pollution and is finalizing a 2030 community target reduction for our climate action strategy to be launched in 2017

Significant Climate Actions:

- Developed and released the world's first comprehensive resilience strategy for a City in August 2015 in partnership with 100 Resilient Cities—pioneered by the Rockefeller Foundation
- Developing a comprehensive climate action strategy, including annual standardized GHG inventory.

- Set a 2% annual energy savings target with Entergy New Orleans for community-wide energy savings
- Joined the City Energy Project to benchmark and reduce energy use in large commercial properties
- New Orleans in in the top ten solar cities nationwide with more than 3000 rooftop installations totaling more than 36 MW, many of which are on low and moderate income homes through an extensive solar leasing program

New York City, NY

Targets:

- 80% by 2050 on 2005 baseline, with a 40% reduction by 2030 on 1990 baseline.
- From buildings, the City is targeting a 30% reduction by 2025; all City government buildings to be retrofitted for energy efficiency by 2025.

Significant Climate Actions:

- The City compiles an annual GHG inventory. As of 2017, annual greenhouse gas emissions are down 14%.
- Released NYC's Roadmap to 80 x 50: www.nyc.gov/80x50
- Compact of Mayors, member of Carbon Neutral Cities Alliance, ICLEI, C40
- Issued RFI to procure 100% of City electricity from renewable sources.
- B20 diesel required for City heavy equipment (B5 in the winter).
- The city has over 100 megawatts of renewable solar energy installed.
- Approaching 1,000 electric vehicles in use by City agencies.
- Over 1 million New Yorkers are served by organics collection.
- Over 500 brownfields have been remediated so far, hitting the OneNYC goal a year-and-a-half ahead of schedule.
- Launched the first 100 Zero Waste Schools, reaching nearly 500,000 public school students.
- Re-Fashion and e-cycle programs each diverted 10 million pounds of material
- The city secured a ground-breaking commitment to redraw our flood maps to better account for current and future flood risk, saving New Yorkers millions of dollars and better preparing our coastal communities for the future.
- And major project milestones continue to be met across the City's over \$20 billion resiliency program, including completion of the Sea Gate t-groins and groundbreakings for resiliency investments as part of \$3 billion NYCHA program.

Oakland, CA

Targets:

- 36% by 2020, 83% by 2050 (2005 baseline).

Significant Climate Actions:

- Retrofitted 100% of trucks and installed shore power at 11 berths at the Port of Oakland, part of a documented success in eliminating more than 165 tons of particulate matter from environmentally sensitive areas since 2005.
- Beginning in 2015, the City's new Zero Waste franchise agreements and expanded services are resulting in emissions reductions of more than 450,000 metric tonnes per year.
- Currently constructing a new Bus Rapid Transit line through the most economically disadvantaged areas of the City, reducing GHG emissions while improving transit and air quality outcomes for the most vulnerable populations in the City.
- Adopted extensive mandatory plug-in electric vehicle infrastructure requirements for all new commercial and residential development, including multi-family homes.

New Actions to Announce:

- Adopted extensive mandatory plug-in electric vehicle infrastructure requirements for all new commercial and residential development, including multi-family homes.
- City of Oakland and its partners have invested more than \$120 million in implementing projects and plans to reduce greenhouse gas emissions and enhance equity since 2012.

Orlando, FL

Targets:

- Reduce GHG emissions 90% by 2040 (city-wide)
- Achieve 100% renewable energy by 2030 (municipal operations)
- Achieve 50% renewable energy by 2040 (city-wide)
- Achieve 100% renewable energy by 2050 (city-wide)
- Achieve 100% fleet vehicles using alternative fuels and electric by 2030 (municipal operations)

Significant Climate Actions:

- Installed the first grid-tied floating solar array (35KW “Floatovoltaics”)
- Enabled a new ‘Solar Aggregation Program’ by our municipal utility to using bulk-purchasing mechanisms to lower the total cost/watt installed rate for any OUC customer
- Passed the Building Benchmarking, Energy Audits/Rx, and Transparency Policy in Dec 2016, to begin in public sector 2017 and private sector 2018.
- Working towards a 30% reduction in energy consumption of Orlando government buildings and street lights through \$17.5M green bond and revolving loan fund
- Scaling community financing to retrofit residential buildings through PACE and SELF
- Working towards running heavy trucks on CNG-hybrids
- Adoption of LEED certification requirement for new municipal building construction & renovations
- Rapid expansion of EV infrastructure, including fleet vehicles and transit buses
- Expanding community solar on public buildings and brownfield sites

Palo Alto, CA

Targets:

- 2030: Reduce GHGs 80% below 1990 GHG baseline by 2030
- 2021: Zero waste by 2021

Significant Climate Actions:

- Palo Alto adopted one of the first municipal climate action plans in the U.S. in 2007.
- In 2016 Adopted a Sustainability and Climate Action Plan with a goal of achieving an 80% reduction in Greenhouse Gases below 1990 levels by 2030 - 20 years ahead of the State of California’s 80% by 2050 target.
- By 2015, Palo Alto reduced greenhouse gas emissions an estimated 37% since 1990.
- Reduced Regional Water Quality Control Plant GHG emissions by more than 60% since 1990.
- In 2013 Palo Alto became the first city in America to have a 100 percent carbon-neutral electricity supply.
- City of Palo Alto Utilities (CPAU) is one of the first carbon neutral utilities for both electricity and natural gas in the US, having added a City Council-approved Carbon Neutral Natural Gas Plan in 2016.

- Increased the City’s Renewable Portfolio Standard from 26.0% in 2015 to 40.2% in 2016.
- Won a \$1 million federal “mobility sandbox” grant to work with 30 other regional agencies and employers on pilot programs using commuter trip reduction software, a multimodal trip planning app and workplace parking rebates to reduce single-occupant vehicle driving from 75 percent to 50 percent.
- Adopted aggressive green building ordinance and energy reach code ordinance (both taking effect January 1, 2017).
- Achieved waste diversion rate of 80 percent, up from a 63 percent diversion rate in 2005.
- Met Bay Area Municipal Regional Permit 60% trash reduction guideline, but also met the 70% trash reduction requirement one year ahead of schedule by reducing trash 84% by July 2016.
- In 2016, Palo Alto’s Cool Block program – a pilot program of the Cool City Challenge –brought together 43 households within 12 neighborhood blocks who worked together on 1208 actions that eliminated 611,066 pounds of CO₂ emissions-- an average 7.1 tons of CO₂ per household
- Received Ready, Set, Charge! Bay Area Electric Vehicle Readiness Awards in 2014.
- Achieved EV penetration for 4.5% of vehicles owned, and 15% of new vehicle purchases.
- Adding 40 additional EV chargers at City facilities in 2016-2017.
- Award-winning green purchasing program has “greened” several performance criteria for structural and landscaping pest control, custodial and office supplies, and computers. The City has reduced the use of single-use plastics (bottled water, plastic bags, plastic packaging), reduced the toxicity and amount of pesticides used, and virtually eliminated products that contain mercury and dioxins.
- Established a “default to green” policy for City procurement in 2015
- Established an “EV first” policy for City fleet in 2015
- Reduced potable water use by approximately 25% from 2015 to 2016.
- Achieved 44% bicycle mode share for Palo Alto high schools
- As part of the San Jose Metropolitan Area, received the top ranking for Mid-Sized Cities for the 2016 Energy Star Top Cities Rankings for the most Energy Star Buildings in 2015.
- Received the 2016 California Energy Efficiency Industry Council Energy Champion Award, which recognizes key businesses and policy leaders in California who have shown excellence in advancing energy efficiency
- Awarded gold level status as a Bicycle Friendly Community in 2016 by the League of American Bicyclists.

- Moody's upgraded the City's Water Enterprise bond rating from Aa2 to Aa1 in 2016, a rare event for water operations.
- Solar Electric Power Association ranked CPAU Solar Programs in the Top Ten list of utilities that integrated the most solar into the grid in 2016, and ranked CPAU number 3 on the Watts-per-Customer list for 2015.
- Arbor Day Foundation named CPAU a Tree Line USA Utility in 2015 and 2016, in recognition of quality tree care, annual worker training, tree planting, and public education.
- Institute for Local Government awarded the City a Silver-level Beacon Award in 2014 for City facilities' 53 percent reduction in greenhouse gas emissions, 35 percent reduction in natural gas and 9 percent reduction in energy usage over a 1990 baseline.
- Developed a Municipal Sustainability Finance Toolkit with USDN.

New Actions to Announce:

- The City is currently developing its 2017-2020 Sustainability Implementation Plan which anticipates a trajectory of 50% reduction by 2020.
- The City is adding 15 more neighborhood blocks to the Cool Block Beta Project.

Park City, UT

Targets:

- Net-zero carbon and running on 100% renewable electricity by 2022 for municipal operations, and 2032 community-wide

Significant Climate Actions:

- Electrification of bus rapid transit line
- Implementing new master plans in transit, parking and transportation that include: e-bike share, car share, EV charging infrastructure, electrification of entire bus fleet, recreation path improvements
- Signed Joint Clean Energy Cooperative Statement with Rocky Mountain Power to bring new, renewable electricity sources online in order achieve our renewable goals
- Energy Roadshow amongst City staff to educate and engage all municipal employees on City's energy usage and efficiency measures
- Installation of 329.5 kW of solar photovoltaics on seven municipal buildings
- LED Switch has been completed for all Park City Municipal buildings
- A total of 937 street lights were upgraded with LEDs, reducing energy consumption by 66%

- Park City established a revolving loan fund to incentivize projects that focus on energy efficiency
- The new Public Utilities building, Community Center, affordable housing, and Main Street plaza are all designed to be net-zero energy. Net-zero building standard for City buildings and facilities (proposed: City Council vote soon)
- Quantification of open space purchases for carbon sink values

Philadelphia, PA

Targets:

- Reduce municipal GHG emissions by 20% by 2015 (1990 baseline)
- Reduce citywide GHG emissions by 20% by 2015 (1990 baseline)
- Reduce citywide GHG emissions by 80% by 2050 (2003 baseline)

Significant Climate Actions:

- Despite major increases in extreme weather events, Philadelphia has reduced municipal emissions by 15% to-date, primarily through large-scale energy efficiency retrofit projects, converting 100% of traffic signals to LEDs (85,000), and fuel efficiency gains.
- Philadelphia will be setting updated short-term and long-term GHG reduction goals in 2017 as part of an energy master planning process.
- Passed benchmarking and disclosure legislation, requiring commercial buildings 50,000+ square feet to annually report energy use through EPA's Energy Star tool; the program is in its third year of implementation, with a 90% compliance rate.
- Achieved a 12% decrease in vehicle miles traveled between 2005-2013, enhancing mode share through transit improvements, enhanced bike infrastructure, and the successful launch of Indego bike share.
- SEPTA, the transit authority, has built one of the nation's largest hybrid fleets with 460 Hybrid-Electric Buses replacing Diesel Buses, achieving a 14% improvement in fuel consumption/56% decrease in nitrogen oxide/96% decrease in particulate matter.
- Worked with climate scientists to model climate projections for the Philadelphia region, providing robust, publicly available data.
- The two major climate risks Philadelphia faces are increased flooding and heat. To mitigate against these risks, we have:
- Installed over 800 new greened acres actively managing stormwater through the City's Green City, Clean Waters program.

- Added 157 new acres of open space, primarily in underserved parts of the city.
- Planted over 121,000 new trees in parts of the city with low tree canopy.

Phoenix, AZ

Targets:

- Reduce GHG emissions by 80% by 2050 (2005 baseline).
- Reduce GHG emissions for city operations by 15% by 2015 (2009 baseline).
- Reduce GHG emissions for city-owned buildings by 20% by 2020 (2009 baseline).
- Supply 15% of its energy use in city-owned building operations from renewable energy by 2025.

Significant Climate Actions:

- Mayor Greg Stanton is a member of the C40 Compact of Mayors and the Mayors' National Climate Change Action Agenda, and serves as the chair U.S. Conference of Mayors Environment Committee.
- Created the largest municipal fleet of alternative fuel vehicles in the nation, saving 60 million gallons of petroleum throughout the Phoenix region.
- Supported the construction of 25 MW of solar energy production on 24 different sites, including city parking garage rooftops, water treatment facilities and landfills.
- Half of the city's public works buildings use solar power.
- Conducting the region's first GHG inventory.
- Setting significant 2050 sustainability goals and interim targets for land use, transportation, air quality, water stewardship, waste and local food systems.
- Committing more than \$6 million annually toward projects that help protect against water shortages through a new Colorado River Resiliency Fund.
- Converting the city's 90,000 street lights to LED within three years.

New Actions to Announce:

- Tripling the size of the City of Phoenix's light rail system by 2050.

Portland, OR

Targets:

- 80% reduction in greenhouse gas emissions from 1990 levels by 2050

- 40% reduction in greenhouse gas emissions from 1990 levels by 2030
- As of 2014, Portland GHG emissions are 21% below 1990. On a per capita basis, emissions have fallen more than 40% since 1990.

Significant Climate Actions:

- Electricity for City operations is 100% renewable power.
- Electric vehicles comprise more than 20% of the City’s sedan fleet.
- City Council has adopted zoning code changes to prohibit the construction of large-scale new fossil fuel infrastructure.
- In 2015, Portland opened the Tilikum Crossing, the largest car-free bridge in North America, to carry the region’s newest light rail line and also accommodate the Portland streetcar, buses, pedestrians and bicyclists.
- Houses that are listed for sale in Portland must include a Home Energy Score in the listing.

Providence, RI

Targets:

- Achieve carbon neutrality by 2050.
- Achieve a minimum of 30% energy use reduction by 2030 in all city-owned property.
- Adopt a zero waste plan by 2033

Significant Climate Actions:

- The City has reduced #2 fuel oil consumption by over 88%. As of December 2016, heating oil has been eliminated from all municipal school buildings.
- Deep energy efficiency upgrades have been completed in five City buildings, saving 2.5 million kBtu annually and reducing the buildings’ combined energy use by 44%.
- The city transitioned 16,800 streetlights from high-pressure sodium lamps to smart-control LEDs, reducing electricity needs by 12,282,445 kWh annually and City scope 2 emissions by 8,635 tons.
- The City is in process of providing Virtual Net Metering (VNM) for municipal operations from a remote solar installation, which will reduce City scope 2 emissions by 23,894 tons annually.
- Providence’s new Commercial Property Assessed Clean Energy (C-PACE) program allows eligible property owners to finance up to 100% of energy efficiency, renewable energy, water conservation, environmental health and safety eligible improvements.

- Providence has partnered with the community to launch its Equity in Sustainability initiative- a push to integrate the perspectives of people of color into the City's sustainability and resiliency planning processes.
- The City has benchmarked and disclosed energy data for all City-owned properties.
- Providence completed a renewable energy feasibility study of City property.
- 25 municipal buildings have qualified for Energy Star certification.
- Over 300 new trees have been planted throughout the City in 2017.

Reno, NV

Targets:

- 80% reduction in GHG emissions below 2008 levels by 2050.

Significant Climate Actions:

- Launching Better Buildings Challenge with challenge goal to reduce municipal and commercial building energy 20% by 2025 for participating building owners, operators.
- Participating in the City Energy Project, goal to reduce large commercial, industrial and municipal buildings energy use.

Sacramento, CA

Targets:

- 15% reduction in community-wide GHG emissions below 2005 levels and a 22% reduction in municipal GHG emissions by 2020.
- 49% reduction in GHG emissions below 2005 by 2035.
- 83% reduction in GHG emissions below 2005 levels by 2050.

Significant Climate Actions:

- From 2005 to 2013, the City achieved a 24 percent reduction in municipal GHG emissions.
- City fleet is at 49% alternative fuels with more than 30 battery electric vehicles and 100% renewable fuel for diesel, liquefied natural gas, and compressed natural gas vehicles.
- Created a property assessed clean energy financing program in 2011, with improvements completed on 2% of properties in city limits to date.

- Installed 4.9 megawatts of solar PV on City facilities, representing approximately 15% of all 32 megawatts installed citywide.
- In partnership with the Sacramento Kings, developed the first certified LEED Platinum indoor arena, the Golden 1 Center.

Salt Lake City, UT

Targets:

- 2032 target: 100% of Community electricity from renewable sources
 - 2020 target: 50% of Municipal electricity comes from renewable source
- 2040 target: 80% reduction in Community greenhouse gas footprint (2009 baseline)
 - 2030 target: 50% reduction in Community greenhouse gas footprint
 - Read more at: <http://www.slccgreen.com/climatepositive>

Significant Climate Actions:

- Mayor Biskupski and the City Council adopted a Joint Resolution in 2016 committing to 100% renewable energy for the community electricity supply by 2032 and an 80% reduction in community greenhouse gas emissions by 2040. The resolution also committed to 50% renewable energy for internal electricity use by 2020.
- Finalized a Clean Energy Cooperation Statement between Salt Lake City and Rocky Mountain Power. This document highlights how the City and electric utility will collaborate on a number of energy and emissions reduction goals, including joint development of an Implementation Plan to help the City achieve 100% renewable energy for its community electricity supply. The City also signed a five year Franchise Agreement with Rocky Mountain Power in 2016.
- Distributed solar in Salt Lake City has grown by a factor of 25 between 2010 and 2015.
- Enrolled 90 separate municipal electric meters in the Rocky Mountain Power Subscriber Solar program. These meters collectively subscribed to 3.0 megawatts of solar energy.
- Procured installation services for solar arrays that will be installed on seven separate municipal buildings in 2017, including five fire stations, a police facility and the Regional Athletic Complex restroom. Also participated in the Design Review Committee for two new Net Zero fire stations that will be constructed in 2016-17.

- Collaborated with the University of Utah on a discounted electric vehicle program, resulting in more than 130 all-electric and plug-in hybrids being sold or leased to community members in three months.
- Procured 28 new Level 2 electric vehicle charging ports that will be installed at 11 separate public locations in early 2017.
- Continued to reduce emissions and save operational costs through the procurement of cleaner City fleet vehicles and enhanced vehicle management. The City now operates over 115 hybrids, 24 CNG and a dozen all-electric vehicles in its government fleet.

New Actions to Announce:

- Proposing an [ordinance on energy benchmarking](#) and transparency for Salt Lake City’s largest commercial buildings. We are still working with stakeholders on this, but we hope to see it pass this spring.

San Francisco, CA

Targets:

- Greenhouse gas emission reduction targets: 25% reduction by 2017; 40% by 2025; 80% by 2050 (1990 baselines)
- San Francisco’s “0-50-100-Roots” Climate Action Strategy is a coordinated City effort to send zero waste to landfill without incineration by 2020, maintain 50% all trips by sustainable modes by 2018, achieve 100% renewable energy by 2030, and sequester carbon through urban forestry and compost application (Roots).

Significant Climate Actions:

- Compact of Mayors and Under2MOU signatory
- Member of C40, Carbon Neutral Cities Alliance, US Mayors National Climate Action Agenda
- 2012 greenhouse gas emissions were at an unprecedented 23 percent below 1990 levels despite growth in City’s economy and population
- **Zero Waste**
 - 99% of all properties in San Francisco are compliant with having mandatory composting and recycling service.
 - Less than 20% of material discards generated in San Francisco are now landfilled in our progress toward zero waste
- **Transportation & Energy**
 - The City’s Transit-First policy and programs have been successful in getting San Franciscans to take 50% of all trips by sustainable modes ahead of the 2018 goal.

- San Francisco's cable car lines, the nation's largest fleet of electric trolley buses, and historic Muni streetcars are all supported by clean, GHG-free electricity from the City's Hetch-Hetchy hydro power system.
- In 2015, the City's non-electric public transit busses, fire trucks and all other diesel powered fleet vehicles transitioned to 100% renewable diesel, reducing the diesel fleet's GHG footprint by 56% and improving local air quality.
- San Francisco ranks as one of the top US cities for electric vehicle charging station availability on a per capita basis, with over 500 public charging stations citywide.
- In 2016, San Francisco was the only city in the country awarded a US Department of Energy (USDOE) grant to increase market transformation of fuel cell electric vehicles.
- **Energy & Green Building**
 - The City is continuing its path to achieving the goal of 100% renewable electricity supply by 2030 with the launch in May 2016 of CleanPowerSF, San Francisco's new Community Choice Aggregation program. CleanPowerSF will exceed the state's goal of 33% renewable by providing a default "Green" product that is 35% renewable and a premium "Super Green" product that is 100% renewable.
 - In 2016, San Francisco's Energy Watch and BayREN energy efficiency programs provided professional auditing services, upgrades, and incentives to almost 400 commercial and multi-family (1,660 units) property owners. In total, the programs saved almost two megawatts of energy and paid nearly \$2.5M in incentives.
 - In 2016, San Francisco became the first major city in the United States to require solar photovoltaic and/or living roof installations on new residential and commercial developments.
 - 6.9 million square feet of San Francisco's municipal-owned and operated properties are LEED certified, an increase from 4 million square feet in 2014. Citywide, 103 million square feet are LEED certified and two-thirds are LEED Gold or Platinum.
- **Urban Forestry [Roots]**
 - The City has launched the Citywide Street Tree Census, following the 2015 adoption of the Urban Forest Plan, and is on track to add over 50,000 street trees in the next 20 years.
 - San Francisco to date has awarded over \$13 million in environmental grants to non-profits and community based organizations targeting low income communities in order to increase access to solar and energy efficiency projects, promote green jobs, reduce air pollution, and build

community gardens.

San Jose, CA

Targets:

By the year 2022, the City of San Jose in tandem with its residents and businesses will:

- Create 25,000 Clean Tech Jobs as the World Center of Clean Innovation
- Reduce per capita energy use by 50%
- Receive 100% of our electrical power from clean, renewable sources
- Build or retrofit 50 million sq. ft. of green buildings
- Divert 100% of waste from landfill and convert waste to energy
- Recycle or beneficially reuse 100% of our wastewater
- Adopt General Plan with measurable standards for sustainable development
- Ensure that 100% of public fleet vehicles run on alternative fuels
- Plant 100,00 new tree and replace 100% of our streetlights with smart, zero emission lighting
- Create 100 miles of trails connecting with 400 miles of on-street bikeways

Significant Actions:

- As of May 2017, San Jose became the largest US City to adopt Community Choice Energy as a single jurisdiction.
- As of 2014, San Jose has over 12,000 clean tech jobs with over \$47.2 billion in venture capital invested since 2007.
- Created Prospect Silicon Valley as the first nonprofit, Silicon Valley-based catalyst to support emerging technology companies through demonstration, testing, and commercialization.
- Silicon Valley Energy Watch has delivered over 850 energy retrofit projects, reducing energy use by over 11.5 million kWh.
- Launched Property Assessed Clean Energy which has completed over 1,300 residential projects for water and energy efficiency resulting in almost 176,000,000 kWh and over 102,000,000 gallons of water saved - removing over 113,000 tons of GHG emissions over the project's life.
- The City has installed 30 solar energy systems with a total generation capacity of 4.8 megawatts (MW) at City sites.
- San Jose maintains a 73% overall solid waste diversion rate and 90% diversion at City facilities.
- The City, partnered with Zero Waste Energy Development Company, launched one of the world's largest dry fermentation anaerobic digestion facilities,

converting commercial organic waste into 1.6 MW of renewable energy and 32,000 tons of compost.

- The City's contracted haulers converted 76 residential waste collection trucks from diesel fuel to compressed natural gas, generating cleaner emissions and significantly reducing GHG emissions.
- A record 785 customers used an average of 14.1 million gallons of recycled water per day.
- Residents exceeded expectations, conserve 29% of water use during the height of California's historic drought.
- The City maintains 41% of its vehicle fleet to run on alternative fuel, with a total of 991 alternative fuel vehicles.
- Through a partnership with Our City Forest, we continue to plant thousands of trees every year with a total of 12,289 trees planted since 2007, sequestering approximately 479.3 metric tons of CO₂.
- San Jose converted nearly 2,130 streetlights to smart LED streetlights in 2014. To date, approximately 20,000 LED streetlights have been installed, saving the City more than 3 million kWh annually.
- The City completed 19 miles of on street bikeways for a total of 240 miles of on street bikeways and reached 56.8 miles of off-street trails.
- San Jose bicyclists took 19,562 trips, offsetting 14,278 pounds of carbon dioxide through the Bay Area Bike Share Program.

Santa Monica, CA

Targets

- 20% GHG emissions reduction below 1990 baseline levels by 2020
- 30% GHG emissions reduction below 1990 baseline levels by 2030
- Carbon Neutral by 2050
- Water-Self Sufficient by 2020
- Zero Waste by 2030

Significant Actions

- The City's Big Blue Bus fleet converted to 100% renewable natural gas from landfill- captured methane.
- The City produces 70% of its water locally, avoided energy-intensive imported water.
- The City's newest Pico Branch Library features a 12,000 gallon cistern that treats captured rainwater for flushing the toilets.

- Santa Monica’s Landscape Rebate Program has helped residents and businesses remove 283,989 square feet of thirsty turf since 2014.
- The City provides medicine drop-off and hazardous waste curbside pickup service.
- Over 15 years, Santa Monicans have installed over 5 MW of solar citywide. In 2015, the City’s Solar Santa Monica program was recognized by the Conference of Mayor’s Climate Protection Awards.
- The City is partnering with the Center for Sustainable Energy to train local solar contractors to be able to develop virtual net energy metering projects for multifamily properties.
- In 2011, Santa Monica adopted its Bike Action Plan to increase biking in the City. Since adoption the bicycle network has increased from 37 miles to 82 miles and peak period cycling has increased by 79%.
- In 2013, Santa Monica completed its award-winning Tongva Park, adding 7 acres of botanical diversity, open space and recreation. It is one of six finalists in the Urban Land Institute Global Award of Excellence for Urban Space.
- In 2015, City Council adopts a resolution to join a study to assess the feasibility of a regional Community Choice Aggregation entity.
- Santa Monica is leading a sea level rise and shoreline change study that will inform a vulnerability and risk assessment for the LA coastal region.

New Actions to Announce

- The City is currently planning the design and construction of a centralized 60,000 square foot City Services Building, with the intent to achieve Living Building Challenge certification.
- Adopted a zero-net energy ordinance for residential new construction
- In 2017, Santa Monica retrofitted 1,300 streetlights to LED.
- by the end of 2017, Santa Monica will have over 100 public EV chargers in just 8.3 sq. mi
- Santa Monica is currently initiating the development of its 2030/2050 Climate Action and Adaptation Plan which will be completed in late 2017.

Sarasota, FL

Targets:

- **Municipal**
 - 35% greenhouse gas reduction by 2035 from 2003 baseline (comprehensive plan goal)

- 50% of municipal energy demand is provided by renewable energy sources by 2024 and 100% by 2035
- **Community-Wide**
 - 35% greenhouse gas reduction by 2035 from 2003 baseline (comprehensive plan goal)
 - 100% community-wide energy provided from renewable sources by 2045

Significant Actions

- Energy Performance Contract to improve efficiency in city buildings and install automated water meter readers
- Have Renewable Energy Agreement with electric provider Florida Power Light. Through this agreement have installed 12 EV charging stations, provide free energy audits to residents (with lighting and weatherization items provided)
- ⅔ the way through a holistic Climate Change Vulnerability Assessment and Adaptation Plan for city-owned infrastructure
- Launched a Community Canopy Program which provides free trees to residents mailed directly to their home. Web based dashboard with Arbor Day Foundation that shows energy savings based on where resident plants trees.
- LED streetlight retrofits
- Achieved 23% reduction in GHG emissions from 2003 baseline to 2015, mainly due to methane recovery and natural gas substitutes within utility's supply mix.

Seattle, WA

Targets:

- Carbon neutral by 2050
- 58% reduction in GHG emissions by 2030 from 2008 baseline

Significant Climate Actions:

- Adopted a comprehensive Climate Action Plan which provides a roadmap to carbon neutrality through strategies that enhance community, economic, and equity goals.
- Released the 2014 Community GHG Inventory, which showed a 17% decline in per person emissions from the 2008 baseline due to more fuel efficient vehicles driving less and lower building energy use.
- Seattle City Light, the city's municipally-owned electric utility, has maintained a carbon neutral electricity supply since 2005, and remains committed to meeting all future load growth with conservation and renewables.
- Seattle is one of fourteen U.S. cities that have enacted Energy Benchmarking

policies requiring building owners to track energy performance and annually report to the City, with an unprecedented 99% of required buildings reporting.

- Seattle adopted a Building Tune-Ups policy which phases in a periodic tune-up requirement for nonresidential buildings 50,000 square feet or larger. Tune-ups aim to optimize energy and water performance by identifying no- or low-cost actions related to building operations and maintenance, focusing on actions that typically pay back within 3 years and generate 10-15% in energy savings, on average.
- Strengthened Seattle's energy code beyond national standard, helping to ensure that buildings constructed today can be carbon neutral in 2050 by prioritizing efficiency gains that are most likely to remain intact for the life of the building through higher efficiency building envelope requirements and by encouraging non-fossil-fuel based heating systems.
- Established a goal that 30 percent of light duty vehicles in Seattle will be electric by 2030. The Drive Clean Seattle initiative is working to facilitate the adoption of electric vehicles by providing publicly-accessible charging infrastructure, partnering with private companies to facilitate investment in charging infrastructure and electric shared transportation, electrifying the City's municipal fleet.
- The City is partnering with transit agencies and private mobility service providers to develop a network of shared mobility hubs, which provide an integrated suite of transportation services, supporting amenities, and urban design enhancements that reduce the need for single occupant vehicle trips by increasing first mile/last mile access to high-frequency transit stations.
- Continued investments in transit have resulted in a 32% increase in transit ridership since 2010 and a drive alone rate to downtown Seattle of only 30%.
- The City adopted a Resource Conservation Management Plan in 2013 to guide action to meet the City's goal of reducing energy use in existing City buildings by 20% by 2020 from a 2008 baseline.
- Over 2,700 residents and businesses have installed solar panels and over 1,300 residents have joined community solar programs.
- Banned compostable and recyclable materials (including food scraps, compostable paper, yard waste, and recyclables) from garbage for residential and commercial customers. Also, banned additional construction, remodeling and demolition waste materials.
- Seattle Trees for Neighborhoods program helps residents plant 1,000 trees in their yards and along the street by providing help selecting the right tree and planting location, free trees, a watering bag and mulch for each tree, and training on proper planning and care.
- Member of the MNCAA, Carbon Neutral Cities Alliance, Compact of Mayors

Somerville, MA

Targets:

- Carbon neutrality for community by 2050.
- As a Massachusetts Green Community, 20% municipal energy use reduction of 2011 levels by 2017
- 50% of all new trips will be by transit, walking or biking by 2030.

Significant actions:

- Second city in Massachusetts to sign on to Compact of Mayors, September 2015
- New GHG baseline (2014) inventory that is GPC compliant to be released in November 2015.
- Replacing HPS outdoor lighting citywide (4000+fixtures)
- Electric vehicle charging infrastructure installed in 2015 as well as city's first 4 all-electric fleet vehicles
- Launched widely recognized Somerville GreenTech program to pilot early-stage green technologies (<http://www.somervillema.gov/greentech/>)
- Launched long-term climate change planning initiative, SustainaVille. (<http://www.somervillema.gov/sustainaville/>)

Sonoma, CA

Targets:

- Reduce GHG emissions by 25% (compared to 1990 levels) by 2020
- Reduce GHG emissions by 40% (compared to 1990) by 2030, and by 80% by 2050

Significant Actions:

- In February of 2008, the City of Sonoma adopted a municipal greenhouse gas reduction plan. As one result of this plan, all City facilities have been upgraded with respect to energy efficiency, including lighting and A/C controls.
- The City offers a Business Improvement Matching Funds Loan Program for improvements to commercial buildings, including lighting retrofits, insulation and weatherization, energy management systems, HVAC system upgrades, water heating systems, irrigation efficiency systems, rainwater harvesting systems, low-flow toilets, and similar types of improvements to the building or property that have been identified through a qualified energy and/or water efficiency survey.

- Over the course of 2008-2010 obtained CREBs funding (Clean and Renewable Energy Bonds) to implement a variety of energy saving measures for City facilities, including the photovoltaic arrays at the Police Station and the Corporation Yard.
- In July 2013, Sonoma joined the Sonoma Clean Power consortium, a Community Choice Aggregation program that provides electrical service generated by renewable resources.
- Beginning January 1, 2014, the 2013 California Green Building Standards Code (CALGreen) became effective for new buildings and certain addition or alteration projects throughout California. The City of Sonoma adopted and amended CALGreen as part of the City's Municipal Code to require CALGreen+Tier 1 level of compliance for all new buildings.
- In 2015, the city replaced 1,100 streetlights with energy efficient LED fixtures. The project will reduce the CO2 greenhouse gas output by 180,000 pounds a year and save the city about \$70,000 annually in energy costs.
- In October of 2016, the City Council agreed to switch the municipal electrical supply to the "Evergreen" program offered by Sonoma Clean Power, the first city in the County to do so. The Evergreen program is 100% local, renewable power.
- As a member agency of the Regional Climate Protection Authority (RCPA), the City of Sonoma participated in the development of Climate Action 2020. Chapter 5 of Climate Action 2020 includes a greenhouse gas emissions profile for the City of Sonoma and the individual greenhouse gas measures that the City of Sonoma selected for inclusion in the plan. At its meeting of November 21, 2016, the City Council adopted the Climate Action 2020 measures for the City of Sonoma, and the emissions reduction targets contained in Climate Action 2020 plan.
- In May of 2017, as authorized by the City Council, a Climate Action Technician intern was hired to assist the City in implementing its adopted GHG reduction programs.

Tacoma, WA

Targets:

- 40% below 1990 level by 2020, 80% below by 2050
 - As of 2012, 9% reduction

Significant Actions:

- Adopted Environmental Action Plan in 2016, prioritizing 68 actions with 5 year targets.

Washington, DC

Targets:

- Committed to 50% by 2032, 80% by 2050 below 2006 levels and we are a member of the Carbon Neutral Cities Alliance.
- Sustainable DC Plan adopted in 2013 with targets to cut energy use 50% and expand the use of renewable energy to 50% by 2032.
- Sustainable DC Plan also sets a target for new buildings to meet net –zero energy use standards by 2032.

Significant Climate Actions:

- Reduced GHG emissions 23% below 2006 levels as of the latest GHG inventory in 2013. Emissions are reported annually to CDP.
- In 2016, adopted Climate Ready DC, the District's citywide climate adaptation plan.
- The District, in 2016, released the draft Clean Energy DC plan, which proposes 55 energy actions and details how those actions will reduce GHG emissions by over 50% by 2032.
- In 2015, Mayor Bowser signed a power purchase agreement for the output from a 46MW wind farm and 11.4 MW of onsite solar that will supply close to 40% of the District Government's electricity needs, avoiding 100,000 tons of carbon emissions every year. In recognition, the U.S. EPA awarded the District its Green Power Leadership Award in 2015, and the District won a clean energy leadership award from the C40 Cities alliance.
- Through its RiverSmart programs, the District provides financial incentives to property owners to install green infrastructure such as rain barrels, green roofs, rain gardens, permeable pavement, shade trees, and more. These practices will help the District reduce stormwater runoff in the face of increasingly severe rain events.
- In 2014, adopted new green construction and energy conservation codes for buildings
- In October 2015, DC Water, which operates the world's largest advanced wastewater treatment plant and is the District's single largest energy user, unveiled its \$470 million waste-to-energy project that is producing a net 10 megawatts (MW) of electricity from the wastewater treatment process, providing clean, renewable energy to power about one-third of the wastewater treatment plants energy needs.
- Thanks to the District's green building and energy benchmarking requirements, along with federal leasing requirements, the Washington, DC metropolitan region the most ENERGY STAR certified buildings of any U.S. metropolitan area in

2015 and 2016, and leads all U.S. cities in LEED certified square footage per capita.

- The DC Sustainable Energy Utility (DCSEU) was created to help DC residents and businesses invest in energy efficiency and renewable energy. Since 2011, the DCSEU has delivered financial incentives, technical assistance, and information to tens of thousands of District residents and businesses, helping them to save millions of dollars on their energy costs, while stimulating the local economy through contract spending with District businesses and increasing the number of green jobs for District residents.
- Requires electric suppliers to supply 50% renewable energy, including 5% local solar, by 2032. DC provides no-cost solar to low-income residents through its Affordable Solar Program, installing 158 rooftop PV systems last year. In 2017, DC is launching the Solar for All program, with a goal of expanding solar capacity to reduce by at least 50% the electric bills of at least 100,000 low income households by 2032. The District is also rolling out community solar to continue expand the number of DC residents and business that can benefit from solar.

West Palm Beach, FL

Targets:

- Net Zero community-wide GHGs emissions by 2050

Significant Climate Actions:

- 2012 Established 'Rethink Paradise West Palm Beach, Sustainability Action Plan' and currently updating
- Member Southeast Florida Regional Climate Compact
- Department of Energy Better Buildings Partner for 20% energy intensity reduction for portfolio by 2020 - goal achiever in 2015; added stretch goal of 15% additional and increased portfolio size
- Charter member of Energy Secure Cities Coalition: committed to transitioning municipal fleet away from petroleum products by 2025; added first all-electric vehicles in municipal fleet in State of Florida, 2010
- Covenant of Mayors for Climate and Energy signatories, only one of nine in State of Florida, regular GHGs inventories and Carbonn reporting
- Mayor Jeri Muoio participated in the Local climate Leaders meeting at the Paris COP 21 negotiations
- Developed innovative Stormwater Master Plan to include Sea Level Rise actions
- ICLEI, USDN member
- Earlier adopter of PACE, expanded to multiple providers in 2017

- First Bike Share program in Palm Beach County
- One of first LED city owned streetlight conversions in South Florida, launching utility owned conversions this year

New Actions to Announce:

- Achieved 4-STAR certification from Sustainability Tools for Rating and Assessing Communities in 2016
- Undergoing SolSmart assessment/actions with gold level target
- Developing a Bike Master Plan and Mobility Plan including transportation, parking, complete streets and plans for autonomous vehicles; first protected bike lanes and Dutch intersections approved for development in South Florida

West Sacramento, CA

Targets:

- Community GHG Reduction Targets:
 - 30% below “business as usual” emissions in 2005 levels by 2020; and
 - 30% below “business as usual” emissions levels by 2030.
- Municipal GHG Reduction Targets:
 - 30% below current 2005 emissions levels by 2020; and
 - 40% below 1990 emissions levels by 2030 consistent with the statewide emissions target established under Senate Bill 32.

Significant Actions:

- Installed solar (rooftop and shade structure panels) at four city facilities, generating over 1 million kW of energy each year.
- Installed two EV charging stations at City Hall and will install two more at a newly constructed city-owned parking lot.
- Replaced approximately 2,500 streetlights with LED fixtures.
- Increased bicycle facilities (class 1-3 trails) by 47% since 2013.



**CITY COUNCIL
AGENDA BILL**

**AB 2814
August 9, 2022
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of public utility easement for Arizona Public Service (APS) to allow for pole relocation to construct Pinon Dr Shared Use Path (SUP) on city owned parcel 408-11-043.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	May 24 th , 2022
Exhibits	A. Utility Easement, Legal Description, Map

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	\$ 0
City Manager's Recommendation	Approve public utility easement on parcel 408-11-043 for an APS pole relocation.	Amount Budgeted	\$ N/A
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a Utility Easement with APS, on City owned parcel 408-11-043, for construction of a SUP along Pinon Drive. When the pole is relocated outside of the SUP, the alignment of the overhead lines requires the easement along the east side of the lot to be widened. See APS exhibit.

Background:

The Pinon SUP project will provide a safe walkway for residents and visitors along Pinon Drive and connect to 89A. This project is at the residents' request and was approved by Council on May 24th, 2022 to move ahead to construction. City staff has been coordinating with APS on relocating the power pole that is in the middle of the proposed SUP since the design phase of this project. We now have APS's proposed overhead power design and requested easement to move this project forward.

Location of Project and Parcel



Pinon Dr SUP Location



City owned parcel that easement in located.



New and existing pole location

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Transportation improvements that include bike/pedestrian infrastructure that will reduce congestion and promote low-carbon transportation is a key element in the Climate Action Plan.

Board/Commission Recommendation: Yes - No - Not Applicable

Alternative(s): Staff has investigated going around the pole. Unfortunately, the guywire would require swinging the path more than 10 feet into Pinon Lofts. It would also require modification to the Pinon Lofts driveway, retaining wall and extending the culverts further into their property. See snip of the plans on the following page.



MOTION

I move to: approve public utility easement on parcel 408-11-043 for an APS pole relocation.

Exhibit A

NE-15-17N-5E

APN: 408-11-043

NWC-22-29

WA534840

JBC/AJS

**THE CITY OF SEDONA-APS
UTILITY EASEMENT**

THE CITY OF SEDONA, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY) AS RECORDED IN BOOK 4487, PAGE 797 Y.C.R.

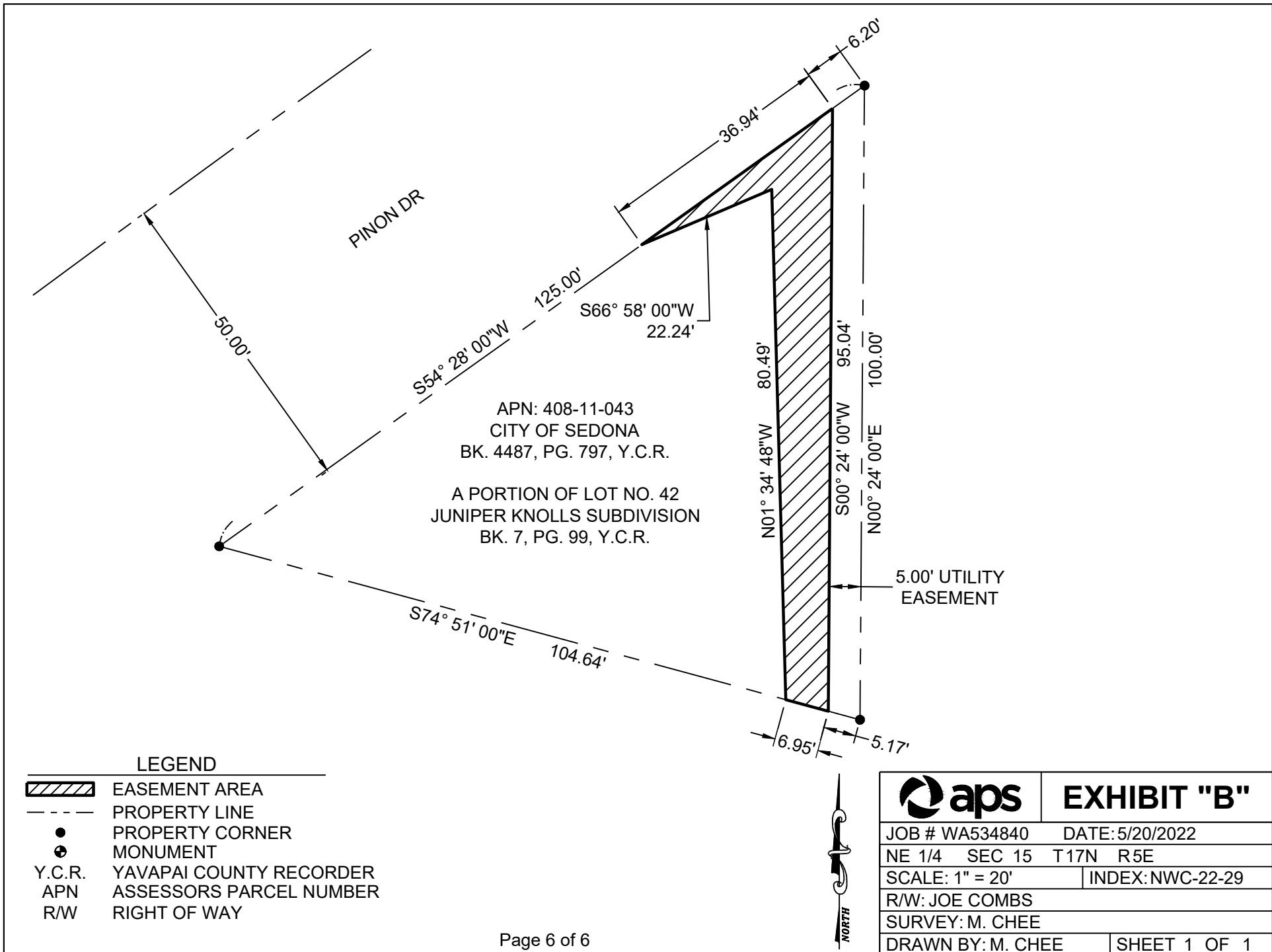
A PORTION OF LOT NUMBER FORTY-TWO (42), JUNIPER KNOLLS SUBDIVISION, YAVAPAI COUNTY, ARIZONA; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 42,

THENCE SOUTH 54° 28’ WEST, A DISTANCE OF 125.0 FEET;


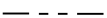


THENCE SOUTH 74° 51’ EAST, A DISTANCE OF 104.64 FEET;

THENCE NORTH 0° 24’ EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.




APN: 408-11-043
 CITY OF SEDONA
 BK. 4487, PG. 797, Y.C.R.
 A PORTION OF LOT NO. 42
 JUNIPER KNOLLS SUBDIVISION
 BK. 7, PG. 99, Y.C.R.

LEGEND

-  EASEMENT AREA
-  PROPERTY LINE
-  PROPERTY CORNER
-  MONUMENT
- Y.C.R. YAVAPAI COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- R/W RIGHT OF WAY



		EXHIBIT "B"	
JOB # WA534840		DATE: 5/20/2022	
NE 1/4 SEC 15 T17N R5E			
SCALE: 1" = 20'	INDEX: NWC-22-29		
R/W: JOE COMBS			
SURVEY: M. CHEE			
DRAWN BY: M. CHEE		SHEET 1 OF 1	



**CITY COUNCIL
AGENDA BILL**

**AB 2832
August 9, 2022
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Resolution authorizing a development agreement with 741 Forest Road, LLC, subject to approval of a written agreement by the City Attorney’s Office.

Department	Public Works Department/Engineering
Time to Present	N/A
Total Time for Item	
Other Council Meetings	May 29, 2019; October 22, 2019; February 22, 2022, April 26, 2022, June 28, 2022
Exhibits	A. Development Agreement B. Resolution

City Attorney Approval	Reviewed 8/03/22 KWC	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve a Resolution authorizing a development agreement with 741 Forest Road, LLC, subject to approval of a written agreement by the City Attorney’s Office.	Amount Budgeted	\$ 0
		Account No. N/A (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The construction of the new Forest Road connector is associated with the Sedona Transportation Master Plan (TMP) – Strategy 5, Major Roadway Connections, which focuses on improvements that increase connectivity and multi-modal transportation opportunities in our street network. Greater street connectivity provides more route options, increased accessibility, and a broader distribution of traffic volumes between neighborhoods, civic centers, and other destinations.

The project development began in 2017, highlights of the process include:

- December 2017 – Feasibility Study initiated
- August 2019 – Request for Qualifications (Design) process began

- October 2019 – Design contract awarded to Kimley-Horn and Associates, Inc (Kimley-Horn)
- November 2019 to August 2021 – Design occurred along with an extensive public outreach and stakeholder review/input throughout all stages of the design development.
- Construction start date (Notice to Proceed) issued for April 25, 2022.

The Agreement

The development agreement allows the city to place approximately 20,600 cubic yards (cy) of fill material on the subject property rather than hauling the material offsite. A Temporary Construction Easement (TCE) is included for this area. To maintain the developability of the property, the owner would be allowed to have a height restriction measured from the new road-supported grade, rather than the natural grade, and the restriction would be 18’ rather than the 22’ code restriction. The modified height restriction would also apply to a fill area where drainage improvements and road support require fill, on the north side of the property.

A current estimate comparing the direct costs of placing excess material on adjoining property as opposed to exporting excess material to offsite locations shows the city could save approximately \$50,000. Staff supports placement of excess excavated material to adjoining onsite areas due to several factors. These factors are:

- Cost savings.
- Leaving the material onsite provides broader sloping for support of the roadway.
- Rising fuel costs could pose increase costs of exporting material offsite.
- Aesthetics would be improved. If this area is not filled in, a 26’ deep hole would be seen beside the new roadway when driving down the hill.
- The filled in area would allow a site staging/work area that benefits the City’s contractor and is further from occupied homes.
- The export of the excess material from the project site would cause undue wear on our public roadways. Approximately 2,060 heavy truck trips at 10 cubic yards each would be required to haul the excess material to offsite locations.
- If the material is hauled to the City material yard, at the Wastewater Treatment Plant, there will be a cost required to process the material for another use and a long-term, although low cost of storage. The material yard may have to be modified to accommodate all of the excavation material.

Schedule and Access:

- With the project underway, use of the fill area would occur right away.
- Acquiring the TCE area provides better access for the project.

Budget

- Unit costs for work related to this item is already in the approved contract.

Considering the factors identified above, staff recommends approving the development agreement, allowing the excavated material to be placed on the project site, with the building height restriction modifications.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Benefits are mentioned above.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

Council could elect to not approve the development agreement; this would result in needing to haul the material off the project site. Advantages for leaving the material onsite were identified above.

MOTION

I move to: approve Resolution 2022-__ authorizing a development agreement with 741 Forest Road, LLC, subject to approval of a written agreement by the City Attorney's Office.

When recorded, mail to:

City Clerk
City of Sedona
102 Roadrunner Road
Sedona, Arizona 86326

DEVELOPMENT AGREEMENT
between the City of Sedona
and
741 Forest Road, LLC

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 9th day of August, 2022, by and between the City of Sedona, an Arizona municipal corporation (“**City**”), and 741 Forest Road, LLC, an Arizona limited liability company (“**Landowner**”). The City and Landowner are the only Parties to this Agreement, and may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. The City is extending Forest Road from its current terminus to Highway 89A (the “**Project**”), in order to address traffic congestion, install utility improvements, address safety needs, and provide other benefits to the City and its residents.

B. The Project is expected to generate a large amount of excavation material, some of which is required to support the roadway, and the City anticipates high costs related to transportation and disposal offsite of excess excavation material, if necessary. The City also anticipates that transportation of excavation material will have a major impact on traffic congestion and control, and impose significant added wear and tear on the City streets.

C. Landowner is the owner of real property located at 741 Forest Road, Sedona, Arizona, which is more specifically described in *Exhibit “A”* (the “**Property**”). The roadway being installed as part of the Forest Road Extension Project (“**Roadway**”) will traverse the Property and as a result of the taking, will divide the Remaining Property into two segments.

D. The City desires to place materials from the Project as backfill on the lower segment of the Remaining Property to support the Roadway. Such placement of backfill material, in the estimated amount of 20,000 cubic yards, would enhance the roadway stability and visual impacts, reduce the City’s costs related to transportation and disposal, and mitigate other anticipated consequences such as traffic, wear-and-tear, and the need to find a storage location(s) for the excavation materials.

E. Landowner does not oppose construction of the Project, which will increase the accessibility to the proposed roadway in the lower segment of the Remaining Property. Landowner desires to accept placement of backfill materials from the Project on the lower segment of the Remaining Property subject to and in accordance with the approved grading plan, which may assist in the reduction of any adverse impact and improve accessibility to the roadway.

F. This Agreement is consistent with the Sedona Community Plan in effect on the Effective Date of this Agreement.

G. The City acknowledges that its construction of the Project and placement of backfill material on the lower segment of the Remaining Property will be beneficial and advantageous to the City and its residents and will not impede Landowner's ability to subdivide the lower segment of the Remaining Property into a minimum of at least two buildable sites under existing R-18 zoning.

H. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City. The City and Landowner acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The introduction and recitals set forth above are hereby incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1. **"Backfill Material"** shall mean and refer to all Excavation Materials that are placed on the lower segment of the Remaining Property by the City in accordance with paragraphs 211, 211.2 and 211.3 of the Construction Contract and the soils report referenced therein, except as noted below.

2.2. **"Construction Contract"** shall mean and refer to that construction contract entered into by the City to construct the Project.

2.3. **"Excavation Material"** shall mean and refer to material composed of soil, dirt and rock generated by excavation related to the Forest Road Extension Project or the Forest Road Uptown Parking Garage Project.

2.4. **"Grading Plan"** shall mean the approved grading plan attached to this Agreement as part of Exhibit "B" Site Plan.

2.5. **"Public Improvements"** shall mean and refer to all the improvements that may be constructed by the City as part of the Project, including, without limitation, public roads (including curb, gutter, and sidewalk), utilities and the Sedona Trails & Pathways System shared use path.

2.6. **"Project"** shall mean and refer to the construction by the City of a public roadway along the new Forest Road right-of-way, as well as the construction and installation of other Public Improvements on, over, under, or adjacent to the same, and to the construction by the City of a Proposed Shared Use Path.

2.7. “**Remaining Property**” shall mean and refer to the portion of the Property that does not include the Roadway and subject to the easement for the Proposed Shared Use Path, and consists of two segments as depicted on the Site Plan (*Exhibit “B”*).

2.8. “**Temporary Construction Easement**” or “TCE” shall mean the Temporary Construction Easement on the lower segment of the Remaining Property as depicted in the form attached to this Agreement as Exhibit “D”.

3. DEVELOPMENT STANDARDS

3.1. Except as modified herein, the Project, the construction of Public Improvements, and any other development that takes place on or within the Property will be governed by the City of Sedona Land Development Code (“LDC”), ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. The approved Grading Plan meets the applicable requirements of the LDC and other applicable requirements and other than the development standards listed in this Section 3, the City is unaware of other standards that would prevent, hinder or impede the development of the Remaining Property or of any other impediments to subdividing the lower segment of the Remaining Property for development after completion of the Project. If the lower segment of the Remaining Property is developed as single-family residential properties, no sidewalk will be required as part of the development of the single-family residences.

3.2. Pursuant to LDC Section 8.8, the following development standards may be applied to any development of the lower segment of the Remaining Property where the natural grade has been impacted by City’s placement of Backfill Material in support of the Project:

3.2.1. LDC Section 2.24.E(1)d.1: Horizontal Plane: An imaginary horizontal plane, from the highest point of the new road-supported grade created by the City in support of the Forest Road extension Project within the footprint of the building. No part of a building or structure shall exceed 18 feet in height as measured from this plane, except for those authorized exceptions in Section 2.24.E(3).

3.2.2. LDC Section 2.24.E(1)d.2: Parallel Plane: An imaginary plane that parallels the completed terrain, measured vertically from any point of the building or structure to the new road-supported grade created by the City in support of the Forest Road extension Project. No part of a building or structure shall exceed 18 feet in height as measured from this plane except for those authorized exceptions in Section 2.24.E(3) and/or the alternate standards in Section 2.24.E(4).

3.2.3. The standards of Subsections 3.2.1 and 3.2.2 shall apply to development within the fill area shown on the Forest Road Project plans, between approximately stations 13+75 and 20+50, left embankment. This area consists of approximately 54,637 square feet, as depicted in the drawing attached hereto as *Exhibit C Area Subject to Section 3.2*.

3.2.4. These provisions in Section 3.2 shall run with the land for the benefit of Landowner and its successors and assigns.

4. LANDOWNER OBLIGATIONS

4.1. Temporary Construction Easement. Within five days of the Effective Date, Landowner shall provide the City a temporary construction easement (“TCE”) in a form substantially similar to that attached hereto as *Exhibit “D”*:

4.2. Warranty. Landowner represents and warrants that to the best of Landowner’s actual knowledge: (a) the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law; (b) there are no attachments, assignments for the benefits of creditors, receiverships or conservatorships; (c) Landowner has not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Property; (d) Landowner has no actual knowledge of any claims or lawsuits pending or threatened against the Property; (e) Other than the City, Landowner has no actual knowledge of any parties in adverse possession of the Property; and (f) Landowner is not aware of any agreements or leases relating to the Property.

4.3. Landowner agrees to accept placement of Backfill Material from the Project in accordance with Section 5.2 of this Agreement and the approved Grading Plan for the Project. Landowner may hire, at its expense, professionals to review soil compaction reports, inspect and test the placement of the Backfill Material to ensure compliance with the approved Grading Plan, and to certify the geological stability of backfill material in laydown area.

4.4. Landowner may move, at its expense, the drainage easement in the area of approximate station 20+50, in order to support the site design, as long as the road stability, and drainage support is maintained to the reasonable satisfaction of the City Engineer. Landowner may also seek abandonment of a portion of the drainage easement in order to support the site design, as long as the road stability, and drainage support is maintained to the reasonable satisfaction of the City Engineer. Any such request for abandonment is subject to approval of the City, not to be unreasonably withheld.

4.5. Within 30 days’ notice from the City of substantial completion of the placement of Backfill Material, the Landowner or his/her designee shall inspect the Backfill Material to determine whether it has been placed substantially in accordance with the approved Grading Plan. Upon completion of the inspection and review, the Landowner shall either: (a) approve the Backfill Material; or (b) provide a punch list of specific items that are not in accordance with the approved Grading Plan that are to be corrected by the City. So long as the Backfill Material is placed in accordance with the approved Grading Plan, the Landowner shall accept the Backfill Material and Landowner shall not unreasonably withhold, condition or delay such acceptance. After acceptance by the Landowner, the City shall have no further obligation to the Landowner or liability with respect to the placement of Backfill Material on the lower segment of the Remaining Property and/or any subsequent construction placed on the Backfill Material on the lower segment of the Remaining Property.

4.6. Landowner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney’s fees and costs of defense arising, directly or indirectly, in whole or in part, out of the placement of Backfill Material on the lower segment of the Remaining Property or the relocation or change of the drainage easement. This indemnification shall survive the expiration or termination of this Agreement.

5. CITY OBLIGATIONS

5.1. Public Improvements. The City shall construct, maintain, and repair the Public

Improvements at its own expense and in accordance with City policies. The Public Improvements shall include providing access to the public roadway for the Remaining Property, as reflected in the Site Plan, as well as providing access to City wastewater services through 6” stub-outs in locations selected by the Landowner. If additional utilities are constructed as part of the Public Improvements by the utility owners, the City will coordinate with other utility providers to provide stubbed out gas, electric, water, phone/internet connections, as available, to the Remaining Property consistent with the Site Plan and utility providers plans.

5.2. Backfill Material Laydown Areas. In exchange for Landowner providing the TCE, and in consideration of the significant benefits that will accrue to the City, the City shall place Backfill Material to support the Project on the lower segment of the Remaining Property per the Site Plan and approved Grading Plan and consistent with Section 211 of the Construction Contract, except that any material containing broken concrete, rocks or other solid materials which are larger than 24 inches in diameter shall not be placed less than 6 feet below the surface of the finished grade.

5.2.1. Landowner acknowledges that the City makes no representation as to the nature, quantity, or quality of the Backfill Material. Specifically, Landowner acknowledges that the City makes no representation that Backfill Material placed on the lower segment of the Remaining Property is fit for any purpose, nor that the Backfill Material is suitable for building pads or that the Backfill Material will total any amount. City will provide Landowner with compaction reports for Backfill Material placed on the lower segment of the Remaining Property as prepared and/or upon request. The final quantity of Backfill Material placed on the lower segment of the Remaining Property will be dependent on availability of excess Excavation Material from the Project. City or Landowner may stop placement of Backfill Material on the lower segment of the Remaining Property at any time.

5.2.2. Upon recording of the TCE, Landowner agrees that City vehicles and the City’s contractor’s vehicles are permitted to enter the lower segment of the Remaining Property for purposes of laying down Backfill Material during the Term of this Agreement. City shall have the right to remove shrubs and vegetation that interfere with the placement of the Backfill Material on the lower segment of the Remaining Property. To the extent that any shrub or vegetation that is required to remain in place under the building permits is damaged, disturbed or removed, the City shall be responsible for its replacement.

5.2.3. City shall ensure Landowner’s representatives have adequate access to the lower segment of the Remaining Property to ensure compliance with the approved Grading Plan.

5.3. During the pendency of the TCE, City shall indemnify, protect, defend and hold harmless the Landowner, its members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney’s fees and costs of defense arising, directly or indirectly, in whole or in part, out of claims by adjacent property owners or third parties damaged or injured by the placement of Backfill Material on the lower segment of the Remaining Property. This indemnification shall terminate upon Landowner’s acceptance of the Backfill Material pursuant to Section 4.5.

6. DEFAULT; REMEDIES

6.1. Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of 30 days after written notice thereof from the Party not in default hereunder.

6.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The City hereby agrees that the Landowner is not subject to the provisions of A.R.S. §12-821.01 if it serves a demand for mediation pursuant to this Section 6.2, and further agrees to toll the statute of limitations for service of a notice of claim so that the accrual date of a claim shall be 20 days after the conclusion of an unsuccessful mediation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to property development. The costs of any such mediation shall be divided equally between the City and the Landowner or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any Party shall be free to initiate litigation upon the conclusion of mediation. The prevailing party in any litigation regarding or related to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

6.3. Landowner's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the Landowner may have, the Landowner may terminate this Agreement by written notice delivered to the City.

6.4. City's Remedies. In the event that the Landowner is in default under this Agreement, and the Landowner thereafter fails to cure any such default within the time period described in Section 11.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Landowner.

6.5. No Personal Liability. No current or former member, official, or employee of the City or Landowner when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Landowner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Landowner, as applicable, under the terms of this Agreement.

6.6. Termination for Violation of Law. In the event the terms of this Agreement are determined to be in violation of any Federal, State, County or City law, regulation or ordinance, the either party may terminate this Contract immediately upon giving notice to the other party.

7. GENERAL PROVISIONS

7.1. Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate upon completion of the Project.

7.2. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the address of the Party to whom the notice is directed. Page 7 of 7

United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Sedona
102 Roadrunner Road
Sedona, Arizona 86326

To Landowner:

741 Forest Road, LLC
P.O. Box 3068
Sedona, Arizona 86336

With a copy to:

Shelton Freeman
Rose Law Group PC
19 W. Birch Avenue
Flagstaff, AZ 86001

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.5. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Landowner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Landowner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Landowner represents to the City that by entering into this Agreement, the Landowner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.6. Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

<i>Exhibit "A"</i>	<i>Legal Description of Property</i>
<i>Exhibit "B"</i>	<i>Site & Grading Plans</i>
<i>Exhibit "C"</i>	<i>Area Subject to Section 3.2</i>
<i>Exhibit "D"</i>	<i>Temporary Construction/Easement</i>

7.7. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

7.8. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.9. Governing Law/Jury Trial Waiver. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona. Both Parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

7.10. Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten days after the City and the Landowner execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.11. No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Landowner and the City. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.12. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7.13. Compliance with All Laws. City and Landowner will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

7.14. Successors and Assigns; Restriction on Assignment by Landowner. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the Parties hereto; City shall not unreasonably withhold its consent to the assignment by Landowner of its rights hereunder to an entity owned by Landowner and/or its principals.

7.15. Liability and Indemnification by Landowner. Landowner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and remedial actions of any kind, including, without limitation, reasonable attorneys' fees and costs of defense arising directly or

indirectly, in whole or in part, from the acts or omissions of the Landowner while exercising its rights or carrying out its duties or responsibilities under this Agreement. This indemnification shall relate solely to the placement of Backfill Material on the lower segment of the Remaining Property and/or any subsequent construction placed on the Backfill Material on the lower segment of the Remaining Property. Under no circumstances shall Landowner have any responsibility for any claims made related to the use or installation of Backfill Material by the City for the Project or the Roadway.

7.16. Liability and Indemnification by City. City shall indemnify, protect, defend and hold harmless the Landowner, its members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of the acts or omissions of the City while exercising its rights or carrying out its duties or responsibilities under this Agreement.

8. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

8.1. Landowner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that the City will not be subject to a claim for diminished value of the Property from the Landowner or other parties having an interest in the Property as a result of the placement of Backfill Material on the lower segment of the Remaining Property as part of the Project, and any other right, duty, or obligation arising from the terms of this Agreement. This waiver for diminution of value does not apply to City's exercise of eminent domain on the Property (Coconino County Superior Court Case No. S0300 CV202200090).

8.2. By signing this waiver, Landowner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Landowner may have now or in the future under the provisions of A.R.S. § 12-1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) arising from this Agreement and the placement of Backfill Material on the lower segment of the Remaining Property as part of the Project pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act with regard to the Property arising from the placement of Backfill Material on the lower segment of the Remaining Property as part of the Project pursuant to this Agreement. Landowner agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses arising from this Agreement, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws under this Agreement. Landowner acknowledges and agrees that neither this Agreement nor any action of the City related thereto will result in a reduction of the fair market value of the Property as defined in A.R.S. § 12-1136.

8.3. This Waiver runs with the land and is binding upon all present and future owners of the Property. Landowner warrants and represents that it owns all right, title and interest to the Property, free and clear of any lien or encumbrance, and that no other person has an ownership interest in the Property. The person who signs on behalf of Landowner personally warrants and guarantees to the City he/she has the legal power to bind the Landowner to this Waiver.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of Sedona

741 Forest Road, LLC,
an Arizona limited liability company

Sandra J. Moriarty, Mayor

By: _____

Attest:

Name: _____

Title: _____

JoAnne Cook, City Clerk

Approved as to form:

Kurt W. Christianson, City Attorney

STATE OF ARIZONA)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of 741 Forest Road, LLC, an Arizona limited liability company, for the purposes therein contained.

Notary Public
My Commission Expires: _____

Exhibit A – Legal Description of Property

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

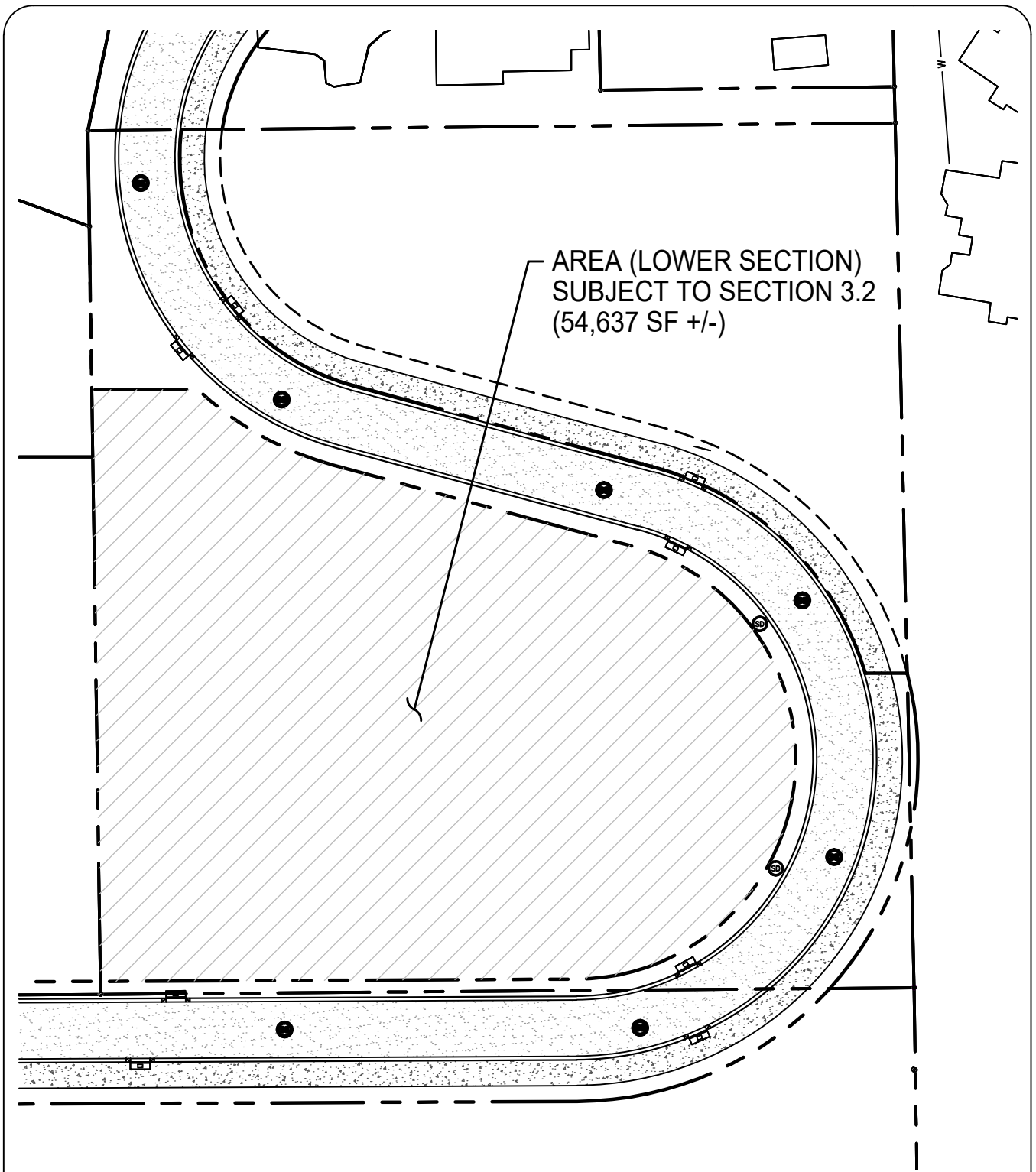
BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01° 02'31" East, a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE South 01° 02'31" East, along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 353.32 feet;

THENCE South 89° 21' 19" West, a distance of 328.17 feet;

THENCE North 01° 02' 31" West, a distance of 352.86 feet;

THENCE North 89° 16'33" East, a distance of 328.18 feet to the POINT OF BEGINNING.



City of Sedona
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, ARIZONA 86336
PHONE: 928-204-7111

FOREST ROAD
CONNECTION PROJECT
Forest Road
Sedona, AZ 86336

EXHIBIT C
AREA SUBJECT TO
SECTION 3.2
APN: 401-38-012

7/14/22
1"=60'
1

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

EXHIBIT D

Temporary Construction Easement

Parties:

City of Sedona

and:

741 Forest Road, LLC

Assessor's Parcel Number:

401-38-012

County:

Coconino

EXHIBIT D (cont.)

When Executed Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-012

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, roadway cut or fill slopes, a rock gravity retaining wall, and processing of excavation material upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing adjoining property and to restore the same in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

EXHIBIT D (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: **741 Forest Road, LLC**

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

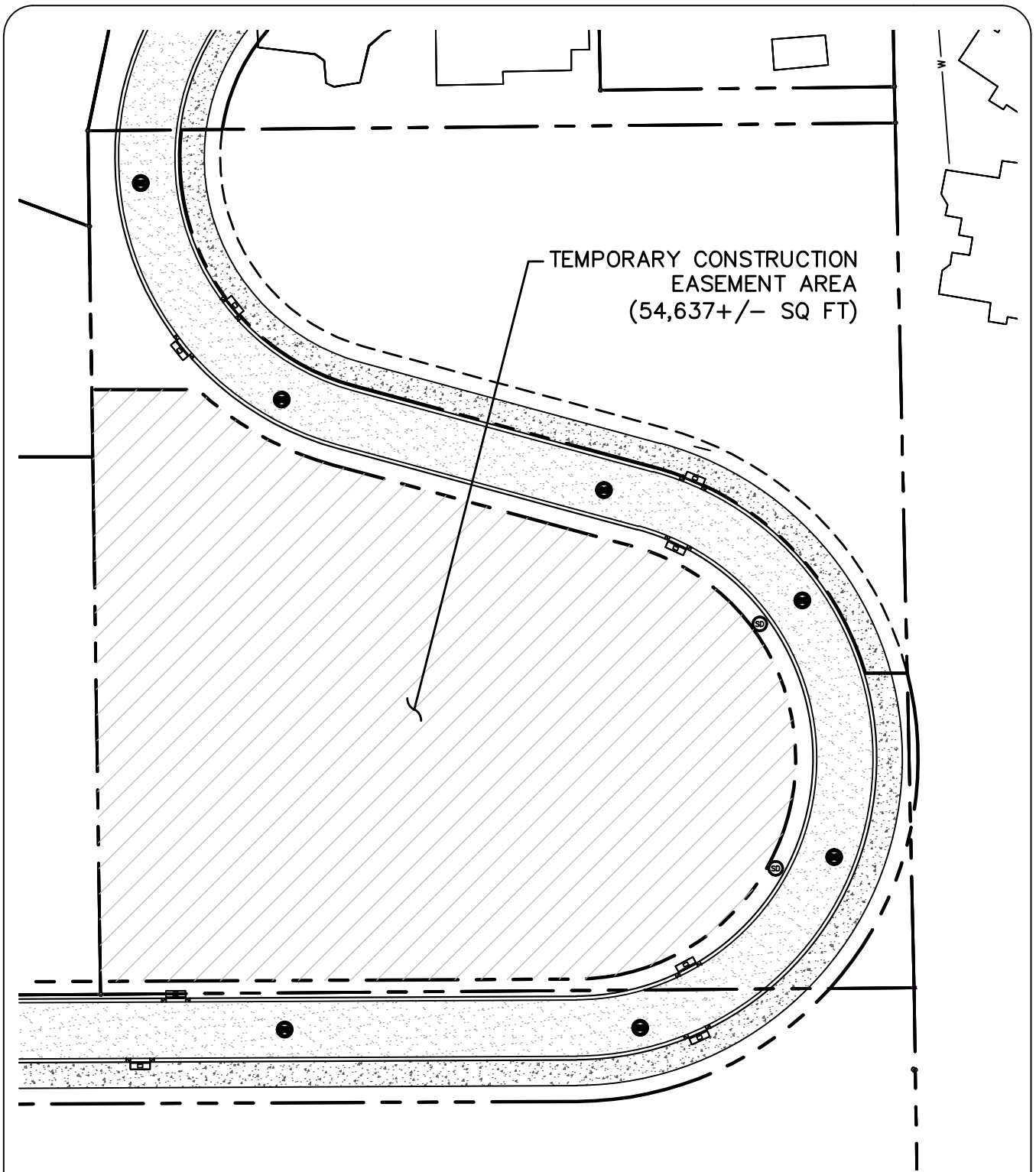
Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



<p>City of Sedona</p> <p>PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336</p> <p>PHONE: 928-204-7111</p>	<p>FOREST ROAD CONNECTION PROJECT</p> <p>Forest Road Sedona, AZ 86336</p>	<p>SCHEDULE A</p> <p>EXHIBIT FOR TEMPORARY CONSTRUCTION EASEMENT</p> <p>APN: 401-38-012</p>	<p>7/14/22</p>
			<p>1"=60'</p>
			<p>1</p>

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH 741 FOREST
ROAD, LLC, FOR THE FOREST ROAD EXTENSION PROJECT.**

WHEREAS, the City is authorized pursuant to A.R.S. 9-500.05 to enter into development agreements with landowners located in the City;

WHEREAS, the City and 741 Forest Road, LLC desire to coordinate placement of excavation material in support of the Forest Road Extension Project on property owned by 741 Forest Road, LLC.

WHEREAS, 741 Forest Road, LLC desires placement of the excavation material on its property and the City desires to place the excavation material on the property to avoid: the high costs related to transportation, including fuel prices and offsite disposal costs, major impacts on traffic congestion and control, significant added wear and tear on the City streets and to provide the Forest Road Extension Project additional support and a location to process excavation material.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA as follows:

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Development Agreement with 741 Forest Road, LLC, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of August, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2848
August 9, 2022
Consent Agenda**

Agenda Item: 3f
Proposed Action & Subject: Approval of a Professional Service Agreement with Brown and Associates Certified Inspection Services, Inc. for the provision of Plans Examiner Services for FY23 through FY25 in an amount not-to-exceed \$500,000.00.

Department	Community Development
Time to Present	NA
Total Time for Item	
Other Council Meetings	NA
Exhibits	A. Professional Service Agreement with Brown and Associates

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	\$ Max. \$175,000 annually and \$500,000 over the three-year term.
City Manager's Recommendation	Approve a Professional Service Agreement with Brown and Associates Certified Inspection Services, Inc. for the provision of Plans Examiner Services for FY23 through FY25 in an amount not-to-exceed \$500,000.00.	Amount Budgeted	\$ 140,000 (FY23 portion)
			Account No. 10-5310-32-6405 (Description) (Professional Services – Building Safety)
			Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Due to workload and staffing, the Building Safety Department has the need to use a third-party plans examiner to help process building permits in a timely manner and meet the requirements of SB 1598. Brown and Associates has been doing such work for the City for the past four years and we wish to continue their services.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approve a professional services contract for plan review services.

MOTION

I move to: approve a Professional Service Agreement with Brown and Associates Certified Inspection Services, Inc. for the provision of Plans Examiner Services for FY23 through FY25 in an amount not-to-exceed \$500,000.00.

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

This Professional Services Agreement (“Agreement”) is made and entered into on this 10th day of August, 2022 (“Effective Date”), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Brown and Associates Certified Inspection Service, Inc. (“CONSULTANT”).

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services (“Services”) consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform plans examiner professional consulting and coordinating services for the CITY on an as-needed basis (the “Project”) as set forth in **Exhibit A** “Scope of Work” attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. 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. 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 Agreement.

- C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time, plan review and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A**. The total compensation for Services under this Agreement shall not exceed One Hundred Seventy-Five Thousand dollars (\$175,000) annually and Five Hundred Thousand dollars (\$500,000) for the entire term of the Agreement.
- B. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- C. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be 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. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- D. Expenses. 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. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly

approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

E. **Taxes.** CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement 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. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.
4. **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. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.
5. **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 Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, 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 Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY.

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 Section.

7. INSURANCE.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:
2. Worker's Compensation Insurance:
Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
3. 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.
4. 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. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

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, acceptance 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 Agreement. 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. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. 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 Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (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

E. 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 Agreement 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.

F. 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.

G. All policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY'S opinion, operations or services create higher than normal hazards.

8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION.**

A. Term. This Agreement shall terminate on June 30, 2025, or at such time as the work in the Scope of Work is completed or the Agreement is otherwise terminated as provided herein, whichever occurs first.

- B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, 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 Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. 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. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
- E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement 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 Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.
13. **ENTIRE AGREEMENT.** This Agreement, 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 Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement 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 Agreement shall be construed and enforced as if it did not contain the particular term or provision.
14. **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).
15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
 - B. 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”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement 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. 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. 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.

- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
 - E. 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."
16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. 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.
17. **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.
18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. **THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.**
19. **CONFLICT OF INTEREST.** From the date of this Agreement 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 Agreement and/or adversely impact the quality of the work under this

Agreement 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 Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE.** Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement 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: Brown and Associates Certified Inspection Service, Inc.
15601 N. 40th St., Building 130
Phoenix, AZ 85032

21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:

Exhibit A Scope of Work

Exhibit B Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

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

23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT ISRAEL.** As applicable, the Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

CITY OF SEDONA, ARIZONA

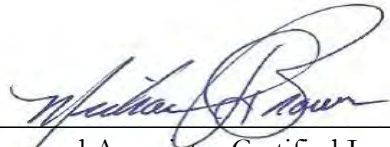
City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney



Brown and Associates Certified Inspection
Service, Inc.

By: Michael J. Brown

Title: President

I hereby affirm that I am authorized to enter
into and sign this Agreement 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 AND ASSOCIATED COSTS

A. BUILDING PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the City of Sedona for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW
Single & Multi-Family Residential	10	5
Commercial to 75,000 sq. ft.	10	5
Commercial 75,001 to 150,000 sq. ft.	15	8
Commercial greater than 150,000 sq. ft.	15	7
Warehouse 150,001 to 500,000 sq. ft.	20	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15
Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW	
Deferred Submittals	SAME AS INITIAL REVIEW	



B&A PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$60.00
\$501.00 to \$2,000.00	\$59.88 for the first \$500.00 plus \$4.09 for each additional \$100.00, or fraction thereof
\$2,000.01 to \$25,000.00	\$121.26 for the first \$2000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof
\$25,001.00 to \$50,000.00	\$553.25 for the first \$25,000.00 plus \$13.54 for each additional \$1,000.00, or fraction thereof
\$50,001.00 to \$100,000.00	\$891.99 for the first \$50,000.00 plus \$9.39 for each additional \$1,000.00, or fraction thereof
\$100,001.00 to \$500,000.00	\$1,361.54 for the first \$100,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof
\$500,001.00 to \$1,000,000.00	\$4,366.58 for the first \$500,000.00 plus \$6.38 for each additional \$1,000.00, or fraction thereof
\$1,000,001.00 and above	\$7,552.77 for the first \$1,000,000.00 plus \$4.90 for each additional \$1,000.00, or fraction thereof.

HOURLY RATES

Building Official	\$125
Fire Marshal	\$125
Project Manager	\$125
Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60



EXHIBIT A
SCOPE OF WORK AND ASSOCIATED COSTS

A. BUILDING PLAN REVIEW SERVICES

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Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW	
Deferred Submittals	SAME AS INITIAL REVIEW	



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Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60



**CITY COUNCIL
AGENDA BILL**

**AB 2846
August 9, 2022
Consent Items**

Agenda Item: 3g

Proposed Action & Subject: Approval of a Construction Manager at Risk contract with KEAR Civil Corporation for the construction of the Major Lift Station Upgrades project, in an amount not-to-exceed \$4,960,992.90, and approval of a Professional Services Contract for the Construction Administration & Inspection (CA&I) Services to Carollo Engineers, Inc. in the amount not-to-exceed \$158,790.

Department	Wastewater
Time to Present	N/A
Total Time for Item	
Other Council Meetings	March 23, 2021 – AB 2661; July 14, 2022 – AB 2817
Exhibits	A. Construction Manager at Risk – GMP 2 Contract B. Professional Services Contract

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	
		\$ 5,119,782.90	
City Manager's Recommendation	Award the Construction Manager at Risk GMP 2 – Construction Services Contract to KEAR Civil Corporation in an amount not-to-exceed \$4,960,992.90, subject to approval of a written contract by the City Attorney's office. And award the Professional Services Contract for Construction Administration and Inspection to Carollo Engineers, Inc. in an amount not-to-exceed \$158,790, subject to approval of a written contract by the City Attorney's office.	Amount Budgeted	
		\$ 6,365,000	
		Account No. 59-5252-89-6818 (Description) (Major Lift Station Upgrades – Construction & Equipment Purchase \$6,215,000)	
		59-5252-89-6818 (Major Lift Station Upgrades – Design \$150,000)	
		Finance <input checked="" type="checkbox"/>	
		Approval	

SUMMARY STATEMENT

Background:

Staff is requesting approval of a Construction Manager at Risk (CMAR) GMP 2 – Construction Services Contract with KEAR Civil Corporation in an amount not-to-exceed \$4,960,992.90. Staff is also requesting approval of a Professional Services Contract with

Carollo Engineers, Inc. for Construction Administration and Inspection services in an amount of \$158,790.

The sewer collection system utilizes seventeen (17) lift stations to convey sewer uphill in areas of variable terrain where gravity sewer is not possible: fourteen (14) minor lift stations and three (3) major lift stations. The minor lift stations collect sewage from small areas such as neighborhoods, and work in succession to transport sewage to the larger, major lift stations. The three (3) major lift stations have higher pumping capacities, experience high flows, and transport sewage from three separate regions of the city.

Each of the three major lift stations – Brewer, Carrol Canyon, and El Camino lift stations – are proposed to be upgraded including replacement of antiquated and/or obsolete components including variable frequency drives, programmable logic controllers, flow meters, and transfer switches, new wet well coatings, new wet well safety grates, and replacement the hydraulic tank at Brewer Lift Station.

Council has discussed this project during the FY24 budget work sessions, including recent price increases due to unpredictable markets and long lead items. Further, at its July 14, 2022 meeting, City Council approved a CMAR Contract with KEAR to procure new pumps for each of the three lift stations as part of this project. That request was brought sooner to secure pricing, as prices have continued to rapidly escalate.

Construction Manager at Risk

KEAR Civil Corporation was chosen, based on qualifications, as the general contractor for the project after solicitation and review of qualified contractors interested in the project. KEAR participated in the design process by providing review of preliminary plans review, constructability analysis, value engineering, and construction phasing.

The proposed GMP 2 for Construction Services will supply the remainder of required equipment for the upgrades, and includes installation, electrical work, and all other work required to complete the project as designed.

Several bid alternates were considered for potential cost savings:

	Cost difference from base:
Base bid: Replace variable frequency drive (VFD) enclosure, breaker, conduit and wire per drawings. Replace bypass disconnects with junction box containing terminal blocks.	\$ -
Bid Alternate 1: Retrofit VFD enclosure, reduced amount of conduit and wire	\$-45,000
Bid Alternate 2: Retrofit existing VFD enclosure, replace conduit and wire	\$165,000
Bid Alternate 3: Replace VFD enclosure, with reduced amount of conduit and wire	\$-64,000

Bid Alternate A: Replace bypass pump disconnects with fused disconnects	\$90,500
Bid Alternate B: Replace bypass pump disconnects with circuit breaker disconnects	\$87,400

The bid alternates evaluated utilizing existing housing for VFD components. However, the additional work required to fit new components into old existing housing is much more laborious and the savings in doing so did not prove to be substantial enough to justify or ended up higher in cost than the base. The base bid provides for all new housing and components related to the PLC's and will be a better product for the City overall. Therefore, it is recommended to award the base bid with no alternates.

The total contract amount also includes allowances for several unknowns. These include a leak repair in the bypass wet well at Carrol Canyon lift station. The leak is believed to be in the piping between to the two (2) wet wells and may require repairs to the pipe or simply only need new seals. The bypass wells are not being used at this time. In addition, allowance for cost escalation, rail replacement and an electrical contingency were added. Further description of allowances is provided in Exhibit A.

Exhibit A includes a project schedule. The procurement process for the remaining equipment is scheduled to begin in August 2022. Due to the long lead times for many of the project components, mobilization for construction will not be until March 2023. The anticipated project completion is February 2024.

Professional Services – Construction Administration and Inspection

Carollo Engineers, Inc. will provide assistance to City staff for Construction Administration and Inspection. The project includes numerous electrical upgrades that will require detailed material submittal review and construction inspection that is beyond the capabilities of City staff. It is typical to retain a design engineer for projects similar in complexity as this one.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could elect not to award the construction contract. This would result in either delaying or preventing the project from moving forward resulting in persisting inefficiencies and potential for failure of critical equipment, increasing the likelihood of sewage overflows. Sewage overflows would have a notable effect on the environment., cause an increase in operational costs and allocation of resources for site cleanup and decontamination, prompt permit violation notice(s) and correction directives from ADEQ, and lead to negative public opinion.

MOTION

- I move to:** award the Construction Manager at Risk GMP 2 – Construction Services Contract to KEAR Civil Corporation in an amount not-to-exceed \$4,960,992.90, subject to approval of a written contract by the City Attorney’s office.
- I move to:** award the Professional Services Contract for Construction Administration and Inspection to Carollo Engineers, Inc. in an amount not-to-exceed \$158,790, subject to approval of a written contract by the City Attorney’s office.



City of Sedona, Arizona
Wastewater Department

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS – MAJOR LIFT STATION UPGRADES PROJECT

CONSTRUCTION MANAGER AT RISK GMP 2 - CONSTRUCTION SERVICES

August 9, 2022

MAYOR
Sandy Moriarty

VICE MAYOR
Scott Jablow

CITY COUNCIL

Kathy Kinsella
Tom Lamkin
Holly Ploog

Jon Thompson
Jessica Williamson

CITY MANAGER
WASTEWATER DIRECTOR

Karen Osburn
Roxanne Holland, P.E.

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CITY OF SEDONA, ARIZONA

MAJOR LIFT STATION UPGRADES CONSTRUCTION MANAGER AT RISK CONSTRUCTION PHASE SERVICES

THIS AGREEMENT, made and entered by and between City of Sedona, an Arizona municipal corporation, hereinafter designated the "City" and KEAR CIVIL CORPORATION hereinafter designated the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City Manager of the City of Sedona, Arizona, is authorized and empowered by provisions of the City Code to execute contracts for construction services.
- B. The City intends to construct the Major Lift Station Upgrades Project as more fully described in Exhibit A attached.
- C. Carollo Engineers, Inc. shall be hereinafter referred to as the "Design Professional."
- D. The City and the Design Professional will provide construction administration services for this work.
- E. The CMAR has represented to the City the ability to provide construction management services and to construct the Project and based on this representation the City engages the CMAR to provide these services and construct the Project.
- F. A contract dated June 14, 2022 has been executed previously between City and CMAR to perform pump procurement services. Those services may continue during the duration of this contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

Article 1 - Definitions

"Agreement ("Contract") means this written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CMAR, agreeing to changes to a GMP. The Change Order will state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"City ("Owner" or "OWNER") means the City of Sedona, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services is to be provided pursuant to said Contact. Regulatory activities handled by the City of Sedona are not waived under this Agreement.

"City's Representative" means the person designated in Subdivision 8.3.1.2.

"City's Senior Representative" means the person designated in Subdivision 8.3.1.1.

"Construction Administration" means review of contract performance in a general sense or to the degree deemed appropriate by the owner as necessary to determine if the work appears to comply with the contract requirements, and based upon such review determine appropriate payments to be made or other actions the owner or its agent(s) should or may take under the contract provisions.

"Construction Documents" means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

"CMAR" means the firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" means a fund to cover cost growth during the project used at the discretion of the CMAR usually for costs that result from project circumstances. The amount of the CMAR's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CMAR's Contingency is described in Subdivision 5.1.2.3.

"CMAR's Representative" means the person designated in Subdivision 8.3.2.2.

"CMAR's Senior Representative" means the person designated in Subdivision 8.3.2.1.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" means the amount or amounts set forth in Article 5.

"Construction Fee" means the CMAR's administrative costs, home office overhead, and profit.

"Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

"Cost of the Work" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions Costs, and taxes.

"Critical Path" means the sequence of activities from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Final Acceptance date.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" means the agreement between the City and CMAR for the Services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate, subcontractor bid phase services and GMP preparation.

"Design Professional" means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered in the execution of the Work and generally recognized as inherent in the Work, or in the performance of reasonable and prudent due diligence on the part of the CMAR.

“Final Acceptance” means the completion of the Work as prescribed in Section 4.2.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Final Acceptance date.

“General Conditions Costs” includes, but is not limited to the following types of costs for the CMAR during the construction phase: (i) payroll costs for project manager or CMAR for work conducted at the site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vii) costs of liability insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of the CMAR or Subcontractors.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR’s Contingency.

“GMP” means the Wastewater Collection System Improvements – Major Lift Station Upgrades Project Construction Manager at Risk Construction Services Contract.

“GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the CMAR to start Work.

“Owner’s Contingency” means a fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes. The amount of the Owner’s contingency will be set solely by the Owner and will be in addition to the project costs included in the CMAR’s GMP packages. Use and management of the Owner’s contingency is described in Division 5.1.3.

“Performance Period” means the period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Schedule.

“Payment Request” means the City form used by the CMAR to request progress payments for Work in accordance with Article 7.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Project” means the work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit A attached.

“Project Record Documents” means the documents created pursuant to Section 2.10.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which the Project is located generally described as Brewer Lift Station, Carrol Canyon Lift Station, and El Camino Lift Station.

“Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor” means an individual or firm having a direct contract with the CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the construction phase Work for which the CMAR is responsible.

“Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to Section 2.4.3.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Work” means the entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 The CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Sedona, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.0.1 Cooperative Use of Contract. In addition to the City of Sedona and with approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Should another entity use this contract, the contract between the City of Sedona and the CMAR prevails.

2.1. General Services

2.1.1. CMAR's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of City.

2.1.2 *Section intentionally left blank*

2.2 Prohibition on Discrimination

CMAR, its agents, employees, 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)).

2.3 Government Approvals and Permits

2.3.1 Unless otherwise provided, CMAR shall obtain or assist the City to obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CMAR is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.3.3 *Section intentionally left blank*

2.3.4 CMAR shall be responsible for all other permits and review fees not specifically listed in Section 2.3.3 above.

2.3.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Final Acceptance of the Project. Arrangements for construction of the water system are the CMAR's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a Pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed date will be concurred to. After the meeting a Notice to Proceed letter will be issued confirming the construction start date, Performance Period and if applicable, the Final Acceptance date.

2.4.4 Section intentionally left blank

2.4.5 The CMAR shall provide a schedule of values based on the categories used in the buy out of the Work but not greater than the approved GMP and identifying the CMAR's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.6 Minimum attendance by the CMAR shall be the CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.5.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.5.3 CMAR or the CMAR's Superintendent shall be present at the Site at all times that construction activities are taking place.

2.5.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.5.3.2 In the event of noncompliance of this Division, the City may require the CMAR to stop or suspend the Work in whole or in part.

2.5.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

- 2.5.5** Before ordering materials or doing work, the CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.
- 2.5.6** The CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.
- 2.5.7** The CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.
- 2.5.8** Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The CMAR or Subcontractor shall keep the City harmless from damages or claims, which may occur in the enforcement of this Section.
- 2.5.9** CMAR assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.5.10** CMAR shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.6 Control of the Work Site**
- 2.6.1** Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 2.6.2** CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.
- 2.6.3** CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the phasing and coordination of all work to minimize disruption to building occupants and facilities, traffic flow and normal City services.
- 2.6.4** Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the

Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

2.7 Shop Drawings, Product Data and Samples

2.7.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents. In light of this it is understood that City review of submittals or approval of same does not constitute a change of contract provisions. Such changes if made must be made by Contract Change Orders.

2.7.2 The CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CMAR, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.7.6 The CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.7.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.3 *Section intentionally left blank*

2.8.4 Section intentionally left blank

2.8.4.1 CMAR shall be responsible for all required testing and inspection of materials and installations to assure compliance with contract requirements. City shall be provided with those tests and inspection results upon request or as otherwise required by the contract documents.

2.8.4.2 When the first and subsequent tests and inspections indicate noncompliance with the Contract Documents, all retesting and reinspection shall be performed by the same testing agency, unless written approval is received for another agency from City. Such approval shall not be unreasonably withheld.

2.8.5 The CMAR will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CMAR, unless otherwise provided in the Contract Documents.

2.8.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of the CMAR and paid by the CMAR.

2.9 Trade Names and Substitutions.

2.9.1 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:

2.9.2 The substitution shall be submitted by CMAR in writing to the City.

2.9.3 The CMAR shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.6 The CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CMAR in writing as to whether the substitution has been accepted or rejected.

2.9.8 If the City does not respond in a timely manner, the CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CMAR shall maintain at the jobsite a set of blue-line or black-line prints of the Construction Document drawings and shop drawings for Project Record

Document purposes.

- 2.10.1.1** The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
- Dimensional changes to the drawings.
 - Revisions to details shown on Drawings
 - Locations and depths of underground utilities
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
- 2.10.1.2** Mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
- 2.10.1.3** Mark Project Record Drawings sets with red erasable colored pencil.
- 2.10.1.4** Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.
- 2.10.1.5** The CMAR shall as a condition of Final Acceptance, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- 2.10.2.** Upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:
- 2.10.2.1** A complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Sedona Community Development Department CADD technology. The Design Professional will provide files of the original Construction Documents to the CMAR for the use of preparing these final Project Record Drawings or the CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."
- 2.10.2.2** A complete set of reproducible mylars from the final AutoCAD drawings and five (5) edge-bound blue-line or blackline sets reproduced from these mylars.
- 2.10.2.3** The original copy of the Project Record Drawings (redline mark-ups).
- 2.11. Project Safety**
- 2.11.1.** CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.
- 2.11.2.** CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- 2.11.3.** CMAR shall, prior to commencing construction, designate a Safety Representative with the

necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

- 2.11.4. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 2.11.5. CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.11.6. CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.11.7. CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12. **Warranty**

- 2.12.1. CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.12.2. CMAR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CMAR or anyone for whose acts CMAR may be liable.
- 2.12.3. CMAR's warranty obligation shall be for two years.
- 2.12.4. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR will provide City with all manufacturers' warranties upon Final Acceptance.

2.13 **Correction of Defective Work**

- 2.13.1. CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Final Acceptance of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 2.13.2. During the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with

written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.13.3.** CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.13.4.** If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.13.5.** Nonconforming Work that creates an emergency requiring an immediate response, the CMAR will respond and initiate corrections within twenty-four hours.
- 2.13.6.** The two year period referenced in Division 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CMAR's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

- 3.1.1** City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.
- 3.1.2** City shall furnish at the CMAR's request, at no cost to the CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with City of Sedona Public Works Department CADD technology.

3.2 City's Representative

- 3.2.1** City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.
- 3.2.2** City's Representative shall also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.2.3** The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CMAR. The inspector is for the purpose of assisting the City's Representative only and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory pursuant to Division 2.8.4.
- 3.2.3.1** Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.
- 3.2.3.2** The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
- 3.2.3.3** The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CMAR.
- 3.2.3.4** The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.
- 3.2.3.5** The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced or procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

- 3.3.1** The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CMAR. The CMAR shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.
- 3.3.2** The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

- 3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.
- 3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work, and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents, and to require additional inspection or testing of the construction in accordance with Section 2.8.
- 3.3.2.3 Review and recommend approval of Payment Requests.
- 3.3.2.4 Review and approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.7.
- 3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The design Professional's response to such requests will be made with reasonable promptness and within any time limits agreed upon.
- 3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Division 6.6.1.
- 3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.
- 3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CMAR.
- 3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.
- 3.5 **Permit Review and Inspections.**
 - 3.5.1 If requested by the CMAR, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.
 - 3.5.2 Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

4.0. Contract Time.

4.0.1. Contract Time for the Major Lift Station Upgrades Project Contract shall start with the Notice to Proceed for each division and end with Final Acceptance.

4.0.1.1. This GMP will establish a Performance Period. The Performance Period shall be 411 calendar days for the entire work.

4.0.2. CMAR agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.3. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1. and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance to Division 4.1.3 below, the CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.

4.1.3. CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CMAR's notice, City and CMAR will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Final Acceptance, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy will not interfere with CMAR's completion of the remaining Work.

4.2. Final Acceptance. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance by the City, City and CMAR will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. Liquidated Damages.

4.3.1. CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, City will suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City Seven Hundred Ten Dollars (\$1,070.00) as liquidated damages for each Calendar Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted.

4.4. Incentive Bonuses.

4.4.1. There are no incentive bonuses for this project.

4.5. Project Schedule

4.5.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.5.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.5.3. Updated Project Schedule shall be submitted at least monthly to the City as part of the Payment Request.

4.5.3.1. CMAR shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.5.3.2. With each schedule submittal the CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Notice of potential impact of the delay on other activities, milestones, and on the date of Substantial Completion or Final Acceptance.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Acceptance date status:
 - If ahead of schedule, the number of calendar days ahead.
 - If behind schedule, the number of calendar days behind.
- Other project or scheduling concerns

4.5.4. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

- 4.5.5.** The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
- 4.5.5.1.** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CMP diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 4.5.5.2.** The CPM diagram schedule shall indicate all relationships between activities.
- 4.5.5.3.** The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.5.5.4.** The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 4.5.5.5.** The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 4.5.5.6.** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CMAR activities.
- 4.5.5.7.** The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site.
- 4.5.6.** The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.5.7.** Float time shall be as prescribed below;
 - 4.5.7.1.** The total Float within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
 - 4.5.7.2.** The CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Final Acceptance date.
 - 4.5.7.3.** Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Final Acceptance date is also exceeded.

Article 5- Contract Price

- 5.0.** The CMAR agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved Guaranteed Maximum Price.
- 5.1. Contract Price.**
- 5.1.1.** The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit B.
- 5.1.2.** Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable and lump sum amounts defined below. The CMAR is at risk to cover any additional Project costs. Any amounts in excess of the actual Cost of the Work, CMAR's Contingency and/or taxes shall revert to the City.
- 5.1.2.1** The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.
- 5.1.2.2** The General Conditions Costs and the Construction Fee are firm fixed lump sums.
- 5.1.2.3** CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) for increases in the Cost of the Work subject to written agreement from the city of conformance with the circumstances for which the contingency was developed as described for the contingency item in the CMAR's cost proposal, or (2) with written approval of the City for increases in General Condition Costs. CMAR's Contingency is assumed to be a direct project cost and so has received all markups at the time of GMP submission.
- 5.1.2.3.1** When the CMAR utilize CMAR's Contingency funds, the CMAR shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CMAR shall deduct the amount of CMAR's Contingency funds used from the CMAR's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CMAR's Contingency funds are used for a new line item that was not given with the original schedule of values that will be so indicated.
- 5.1.2.4** Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 5.1.3** Owner's Contingency is funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes. Owner's Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CMAR at the time that Owner's Contingency is used.
- 5.1.4** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.
- 5.1.4.1** GMP amendments are accumulative except for contingency. The amount of contingency for each GMP amendment will be negotiated separately.
- 5.1.4.2** If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

Article 6 - Changes to the Contract Price and Time

6.0. Delays to the Work

- 6.0.1.** If CMAR is delayed in the performance of the Work that will cause a change in the date of Final Acceptance due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order.
- 6.0.2.** The CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- 6.0.3.** By way of example, events that will entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.0.4.** If weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Final Acceptance.
- 6.0.5.** It is understood, however, that permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.0.6.** In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1. Differing Site Conditions

- 6.1.1.** If CMAR encounters a Differing Site Condition, CMAR will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are adversely impacted by the Differing Site Condition. Inasmuch as the CMAR has had an opportunity and responsibility to determine existing subsurface conditions on the project site per Section 2.4.9 of the Design Phase Services Contract for this project, existence of subsurface rock in the excavation area of this project will not be considered as a Differing Site Condition on the Project.
- 6.1.2.** Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2. Errors, Discrepancies and Omissions.

- 6.2.1.** If the CMAR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and the Design Professional and request clarification through the City.

6.2.2. If the CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the Design Professional shall be at the CMAR's risk.

6.3. City Requested Change in Work.

6.3.1. The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2. Such alterations and changes shall not invalidate this Agreement nor release the surety and the CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3. The City will request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements.

6.4.1. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP, affecting the performance of the Work

6.5. Change Directives and Change Orders.

6.5.1. City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.6. Minor Changes in the Work

6.6.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. The CMAR shall carry out such written orders promptly.

6.6.2. CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.7. Contract Price Adjustments

6.7.1. The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

6.7.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

- 6.7.1.3. Costs, fees and any other markups.
- 6.7.2. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.
- 6.7.3. If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5. If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.
 - 6.7.5.1. As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
 - 6.7.5.2. If the parties are unable to agree and City expects the CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6. **Emergencies.** In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, until direction is provided by responsible authorities, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article. The CMAR shall notify the City of any emergency, actual or potential, as quickly as feasible.

Article 7- Procedure for Payment

- 7.0.** For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and the CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.
- 7.1. GMP Payment Request**
- 7.1.1.** At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CMAR throughout the Work.
- 7.1.2.** At least five (5) working days prior to the date established for a Payment Request, the CMAR shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.
- 7.1.3.** The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.
- 7.1.4.** Unless otherwise stated in this contract the Payment Request may not request payment for stored equipment and materials. Requests for payment for equipment and materials shall only be made for equipment and materials actually installed, placed, or used or otherwise incorporated into the Work. If Payment Request for stored equipment and materials is allowed the request may not include request for payment for equipment or materials that are not anticipated to be incorporated into the work based on approved plans and specifications for the work. The request shall be limited to equipment and materials anticipated to be incorporated into the work within 180 calendar days unless agreed to in writing by City.
- 7.1.4.1.** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.
- 7.1.4.2.** For materials and equipment stored off the Site, the City must approve the storage. The material and/or equipment must be stored within the County in which the Project is located, and be accessible for City's inspection. The CMAR must protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.
- 7.1.4.3.** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.
- 7.1.5.** CMAR shall submit to City on the monthly anniversary of the construction Notice To Proceed beginning with the first month after the construction Notice To Proceed, its Payment Request. Only one payment per each calendar month shall be requested, and there shall be at least 15 days between payment requests.
- 7.2. Payment of GMP**
- 7.2.1.** City shall make payment in accordance with A.R.S. 34-607. Payment will be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2. City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it will notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR must take to rectify City's concerns. CMAR and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.2.3. Prior to the City making the first progress payment the Contractor shall submit a schedule itemized similar to the itemization in for determination of the GMP and any approved change orders. The format of the schedule shall be approved by the City, but shall at a minimum include columns showing original estimated cost for each line item, the percent completion of an item, cost incurred for an item, and the amount billed for an item. The schedule shall be updated for each progress payment billing and supporting documentation for the cost of actual cost of labor, equipment, and material employed on the project shall be provided, in format and forms acceptable to the City

7.3. **Retention on GMP**

7.3.1. City will retain ten percent (10%) of each Payment Request amount provided, however, that when fifty percent (50%) of the Work has been completed by CMAR, upon request of the CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if the CMAR's performance of work has been satisfactory.

7.3.2. In lieu of retention, the CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by Arizona, securities guaranteed by the United States, securities of the United States, the state of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1. CDs assigned to the City must be maintained at the City's single servicing bank, currently Bank One, Arizona, in the form of time deposit receipt accounts.

7.3.2.2. Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the City of Sedona

7.3.2.3. CDs and Securities shall be assigned exclusively for the benefit of the City of Sedona pursuant to the City's form of escrow Agreement. All requirements of ARS 34-607.B.5 shall be adhered to in the event CDs or securities are used in lieu of retainage.

7.4. **Section intentionally left blank**

7.5. **Final Payment**

7.5.1. After receipt of a final Payment Request, City shall make final payment 60 days after the receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final

payment; and

7.5.2.3. Consent of CMAR's surety, if any, to final payment.

7.6. Payments To Subcontractors or Supplier

7.6.1. CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work.

CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the CMAR. No Contract between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

7.6.2.1. To hold the CMAR in default under this Agreement;

7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CMAR for a period not to exceed one year from Final Acceptance date of this Project; or

7.6.2.4. Terminate this agreement.

7.6.3. If CMAR's payment to a Subcontractor or supplier is in dispute, CMAR and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated mediation. When disputed claim is resolved through ADR or otherwise, the CMAR and Subcontractor or supplier agrees to implement the resolution within seven (7) calendar days from the resolution date.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping and Finance Controls

7.7.1. Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project. The City may, after issuance of the Notice to Proceed for any part of the Work, request personnel payroll records containing sufficient information to verify workers right to work on City projects, worker payments, worker identification, and right of the worker to work on the project as employed.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

- 7.7.3.** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.
- 7.7.4.** The CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 7.7.5.** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Article 8- Claims and Disputes

8.0. Requests for Contract Adjustments and Relief.

- 8.0.1. If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

- 8.1.1. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. CMAR understands that authorities granted City employees and representatives to resolve disputes are subject to City Code requirements and constraints.
- 8.1.2. CMAR and City will first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.
- 8.1.3. If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

- 8.2. **Duty to Continue Performance** Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

- 8.3.1.1. City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.1.3:

Roxanne Holland, P.E., Director of Wastewater

102 Roadrunner Drive
Sedona, AZ 86336 (928) 204-5069

- 8.3.1.2.** City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Division 8.1.2:

Roxanne Holland, P.E., Director of Wastewater
102 Roadrunner Drive
Sedona, AZ 86336 (928) 204-5069

8.3.2. CMAR's Representatives

- 8.3.2.1.** CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.1.3:

Mike Fossett, President
22555 N. 20th Ave.
Phoenix, AZ 85027

- 8.3.2.2.** CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Division 8.1.2:

Mike Fossett, President
22555 N. 20th Ave.
Phoenix, AZ 85027

Article 9 – Suspension and Termination

9.0. City’s Right to Stop Work

- 9.0.1. City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.
- 9.0.2. CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

- 9.1.1. Upon receipt of written notice to CMAR, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3. Upon such termination, the CMAR shall proceed with the following obligations.
 - 9.1.3.1. Stop Work as specified in the notice.
 - 9.1.3.2. Place no further subcontracts or orders.
 - 9.1.3.3. Terminate all subcontracts to the extent they relate to the work terminated.
 - 9.1.3.4. Assign to the City all right, title and interest of the CMAR under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - 9.1.3.5. Take any action that may be necessary for the protection and preservation of the property related to the contract that is in the possession of the CMAR and which the City has or may acquire an interest.
- 9.1.4. The CMAR shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.1.5. The City shall pay CMAR the following.
 - 9.1.5.1. The direct value of its completed Work and materials supplied as of the date of termination.
 - 9.1.5.2. The reasonable costs and expenses attributable to such termination.
 - 9.1.5.3. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CMAR would have sustained a loss on the entire Work had they been completed, the CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.
- 9.1.6. The CMAR shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City’s Right to Perform and Terminate for Cause

- 9.2.1.** If the City provides the CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at the CMAR's expense.
- 9.2.2.** If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work are completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.2.3 and 9.2.4 below.
- 9.2.3.** Upon the occurrence of an event set forth in Division 9.2.2 above, City may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.
- 9.2.3.1.** If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.
- 9.2.3.2.** If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CMAR of such declaration.
- 9.2.4.** Upon declaring the Agreement terminated pursuant to Subdivision 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.2.5.** In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CMAR will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.2.6.** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from CMAR's default.
- 9.2.7.** If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

Article 10 - Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CMAR, his agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. All insurance must be underwritten by an insurance company with an AM Best rating of B+6 or better

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work under this Agreement by the CMAR, his agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope And Limits Of Insurance. CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate/for this Project \$3,000,000/\$1,000,000
Excess Liability up to \$2,000,000 may be used to meet the General Aggregate limits.
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The City of Sedona, Design Professional and their subconsultants, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR**".

10.1.2 Automobile Liability - Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The City of Sedona, Design Professional and their subconsultants, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR, including automobiles owned, leased, hired or borrowed by the CMAR**".

10.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation greater of \$1,000,000 minimum or Statutory

Employers' Liability

Each Accident \$100,000

Disease - Each Employee \$100,000

Disease – Policy Limit \$500,000

The policy shall contain a **waiver of subrogation** against the City of Sedona.

10.1.4 Builders' Risk Insurance or Installation Floater \$1,451,500

In an amount equal to the initial Guaranteed Maximum Price plus additional coverage equal to the agreed amount for all subsequent change orders.

- 10.1.4.1 The City of Sedona, the CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- 10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.
- 10.1.4.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Sedona, has an insurable interest in the property required to be covered.
- 10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.
- 10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- 10.1.4.6 Policy shall contain a **waiver of subrogation** against the City of Sedona.
- 10.1.4.7 CMAR is responsible for the payment of all policy deductibles.
- 10.2 **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:
 - 10.2.1 On insurance policies where the City of Sedona is named as an additional insured, the City of Sedona shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Agreement.
 - 10.2.2 The CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 10.2.3 Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.3 **Notice Of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.4 **Acceptability Of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.
- 10.5 **Verification Of Coverage**
 - 10.5.1 CMAR shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- 10.5.2** All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
- 10.5.3** All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the contractor must:**
- **Submit a current insurance certificate (dated within 15 days of the payment request submittal) with each payment request form. The payment request will be rejected if the insurance certificate is not submitted with the payment request.**
- 10.5.5** The City, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by the CMAR, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B GC 20 10 11 85.
- 10.6** **Subcontractors.** CMARs' certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CMAR shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 10.8** **Bonds and Other Performance Security.**
- 10.8.1** Prior to execution of this Agreement, the CMAR must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP set forth in this Agreement. Performance and Payment bonds in the form required by ARS 34-608 will be provided.
- 10.8.2** Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Sedona.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.8.4.1** If one Power of Attorney is submitted, it shall be for twice the total GMP amount.
- 10.8.4.2** If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "B+VI or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's General Indemnification.

11.1.1 CMAR agrees to indemnify and save harmless the City of Sedona, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of the Contract Documents or on account of any act, claim or amount arising or recovered under worker's compensation law or arising out of the failure of the CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CMAR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

Article 12 – General Provisions

12.1 Contract Documents

- 12.1.1** Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, and Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes of the 9th day of August, 2022, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.
- 12.1.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 12.1.3** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.
- 12.1.3.1** On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.
- 12.1.3.2** Specifications take precedence over Plans.
- 12.1.3.3** In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract
- 12.1.4** The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.1.5** The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- 12.2** **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.3** **Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.4** **Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5** **Cooperation And Further Documentation.** The CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6** **Assignment.** Neither CMAR nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.
- 12.7** **Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding

upon the parties, their employees, agents, heirs, successors and assigns.

- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CMAR and not for the benefit of any other party.
- 12.9 Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Yavapai County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with Federal Laws.** CMAR understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.
- 12.12 Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMAR recognizes that portions of the Construction Documents are at variance therewith, the CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 12.13 Fair Treatment of Workers.** The CMAR shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA Child Labor Laws, and the Fair Labor Standards Act (FLSA). The CMAR shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.
- 12.14 Independent Contractor.** The CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.
- 12.15 City's Right Of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Sedona pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 12.16 Survival.** All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Agreement.
- 12.17 Covenant Against Contingent Fees.** The CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice.

12.19.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or email transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To CMAR:

KEAR Civil Corporation
Mike Fossett, President
22555 N. 20th Ave.
Phoenix, AZ 85027
Phone: (623) 580-1100

To City of Sedona:

City of Sedona Wastewater Department
102 Roadrunner Drive
Sedona, Arizona 86336
Attn: Roxanne Holland, Director of Wastewater
Phone: (928) 203-5069

With Copies to:

Design Professional:

Carollo Engineers, Inc.
Attn: S. Kirk Gardiner, PE
4600 E. Washington St., Suite 500
Phoenix, AZ 85034

Or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard

overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To CMAR:

KEAR Civil Corporation
Mike Fossett, President
22555 N. 20th Ave.
Phoenix, AZ 85027
Phone: (623) 580-1100

To City of Sedona:

City of Sedona Wastewater Department
102 Roadrunner Drive
Sedona, Arizona 86336
Attn: Roxanne Holland, Director of Wastewater
Phone: (928) 203-5069

Or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Equal Opportunity/Affirmative Action

12.20.1 The CMAR shall comply with the provisions of this Agreement, including the requirements of Sedona City Code, pertaining to discrimination and accepting applications or hiring employees. The CMAR shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The CMAR will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The CMAR further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CMAR.

12.20.2 The City of Sedona extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.20.3 The following two paragraphs apply to the CMAR named herein and shall appear in all contracts between the CMAR and any and all Subcontractors who are employed on this Project. The CMAR further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or

national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CMAR further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

12.21 Confidentiality Of Plans & Specifications

12.21.1 Any plans or specifications CMAR receives regarding this project are for official use only. CMAR may not share them with others except as required to fulfill the obligations of CMAR contract with the City.

12.21.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CMAR shall include the following language: "Per City of Sedona Ordinances, these plans are official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Sedona".

12.22 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.22.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquiries are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City of Sedona. An employee rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior approval.

12.22.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the project, and standards used by City in evaluating its own personnel.

12.22.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.22.4 Terms of This Provision Applicable to all of CMAR Contracts and Subcontracts. CMAR shall include the terms of this provision for employee background and security checks and screening in

all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.22.5 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's option, sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of contract.

12.23 Hazardous Materials

12.23.1 Unless included in the Work, if the CMAR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

12.23.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas onsite.

12.23.3 An extension of Contract Time may be granted in accordance with Article 6.

12.23.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.24 Computer Systems CMAR shall warrant fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of contract.

12.25 Traffic Control. CMAR will comply with all provisions of the City of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.26 Legal Residency Status. Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

CITY OF SEDONA, ARIZONA
WASTEWATER DEPARTMENT

**WASTEWATER COLLECTION SYSTEM IMPROVEMENTS – MAJOR LIFT STATION
UPGRADES PROJECT**

IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The CMAR agrees that this Agreement, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), per the terms and conditions of the Agreement.

Guaranteed Maximum Price

Four Million Nine Hundred Sixty Thousand Nine Hundred Ninety-Two Dollars and Ninety Cents

\$4,960,992.90

CITY OF SEDONA, ARIZONA,
an Arizona Municipal Corporation
Karen Osburn, City Manager

KEAR Civil Corporation
an Arizona Corporation

By: _____
Karen Osburn, City Manager

By: _____

Title: _____

DATE: _____

DATE: _____

(Corporate Seal)

ATTEST:

City Clerk

ATTEST: (Signature and Title)

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL
DATE: August 9, 2022

City Attorney

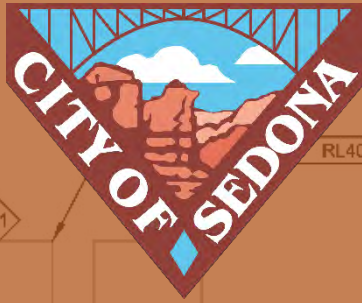
EXHIBIT A - PROJECT DESCRIPTION

The project will consists of the following work at each of the three major lift stations; Brewer, Carrol Canyon, and El Camino

1. Replace pumps for primary and bypass wet wells
2. Replace check valves at primary wet wells
3. Replace plug valves at primary wet wells and hydro tank
4. Replace hydro tank air compressor
5. Replace safety grating both primary and bypass wet wells
6. Replace VFDs for primary and bypass wet wells
7. Replace flow meters
8. Replace level control system for hydro tank
9. Replace level controls at primary wet wells
10. Replace pressure gauges
11. Replace PLC rack
12. Connect flow and level meter signals to OMNI Crystal Ball
13. Replace hydro tank including new concrete supports Brewer Lift Station only
14. Demolition of equipment to be replaced
15. Electrical power supplies
16. Instrumentation and Controls
17. Other appurtenant and related work required to complete the project

EXHIBIT B – APPROVED GMP PROPOSAL

See Attached EXHIBIT B – KEAR Civil Corporation GMP2 Proposal dated July 15, 2022.



RL404

*City of Sedona
Major Lift Station Upgrades Project*

**GMP 2
100% Construction**

July 15, 2022



Prepared & Submitted By:

KEAR Civil Corporation
22555 N. 20th Ave
Phoenix, AZ 85027

www.kearcorp.com

AZROC: A-231544

**City of Sedona Major Lift Station Upgrades CMAR Project
GMP 2- 100% Cost Estimate**

TABLE OF CONTENTS

1. References of Drawings, Specifications & Documents Used
2. General Conditions Breakdown
3. Cost Estimate- Summary
4. Cost Estimate Clarifications & Assumptions
5. Allowance Schedule
6. Work Package Evaluations
7. Current Project Master Schedule

City of Sedona
Major Lift Station Upgrades Project – Construction Manager at Risk
GMP2- 100% Construction

Report Date: July 15, 2022

1. References of Drawings, Specifications & Documents Used

The following 100% Construction GMP has been prepared in accordance with the Design Phase Services Contract Requirements- specifically section 2.7 & 2.8.

This report is based on the evaluation of the following documents provided by the City of Sedona:

1. Summary of Changes for Sedona Major Lift Stations- Carollo Email Dated 6-6-22- 2 pages
2. Carollo Plan Set- 100% Submittal For Construction- Dated June 2022- 52 Pages
3. Carollo Technical Specifications- 100% Submittal Amendment 1I- Dated June 2022- 796 Pages
4. Carollo Responses 6-24-22 CMAR Combined 90% & 100% Design Comments Log

While creating this report the following documents that were provided by the City of Sedona were referenced:

1. Carollo Preliminary Design Report- Dated September 2021- 154 Pages
2. 2008 Wastewater Facilities Pump Station Modification Plan set- Dated January 2008- 28 Pages
3. Wastewater Facilities Lift Stations plan set- Sedona Bid 92-05- Dated June 15, 1992- 85 Pages

2. GMP 2- Cost Estimate- General Conditions Breakdown

The following represents KEAR's general conditions estimate for the completion of the project. These costs total to the summary in section 3.

DIV	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	NOTES
<i>D1- Payment & Performance Bonds</i>						
1	P&P Bond Fee	1	LS	\$ 52,097.00	\$ 52,097.00	
<i>D2- Insurance</i>						
2	Insurance (.98%)	1	LS	\$ 55,011.00	\$ 55,011.00	
2A	Builders Risk Insurance	1	LS	\$ 13,114.00	\$ 13,114.00	
<i>KCC Project Management & Staff</i>						
3	Project Manager- NTP to Construction	4	MO	\$ 17,052.00	\$ 68,208.00	
4	Project Manager	10	MO	\$ 17,052.00	\$ 170,520.00	
5	QC Manager/Project Engineer- NTP to Construction	4	MO	\$ 13,224.00	\$ 52,896.00	
6	QC Manager/Project Engineer	10	MO	\$ 13,224.00	\$ 132,240.00	
7	Project Superintendent	11	MO	\$ 16,720.00	\$ 183,920.00	
8	Management Vehicles & Fuel	20	MO	\$ 1,739.00	\$ 34,780.00	
9	PM Software (Procore)	4	EA	\$ 450.00	\$ 1,800.00	
<i>Housing & Per Diem Management & Staff</i>						
10	Project Manager	20	DAYS	\$ 190.00	\$ 3,800.00	
11	QC Manager/Project Engineer	200	DAYS	\$ 190.00	\$ 38,000.00	
12	Project Superintendent	220	DAYS	\$ 190.00	\$ 41,800.00	
<i>Permits & Licenses</i>						
13	Dust Control Permit & Licenses	1	LS	\$ -	\$ -	None Required
14	City of Sedona Reclaimed Water Permit Fee	1	LS	\$ -	\$ -	Use water on site
<i>KCC Temp Facilities</i>						
15	Yard Housekeeping, Site Housekeeping	320	MH	\$ 27.59	\$ 8,828.80	
<i>Survey/Engineering</i>						
16	Survey- Site	1	LS	\$ 2,500.00	\$ 2,500.00	
<i>Safety</i>						
17	Locating 4 Hrs/Site	12	HR	\$ 140.00	\$ 1,680.00	
18	Drug Screening & Testing	10	EA	\$ 150.00	\$ 1,500.00	
19	Safety Equipment & PPE	3	EA	\$ 2,000.00	\$ 6,000.00	
20	Safety Training (4hrs/Site)	48	MH	\$ 33.00	\$ 1,584.00	
General Condition Totals:					\$ 870,278.80	

3. GMP 2- 100% Cost Estimate Summary

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
GENERAL REQUIREMENTS					
1	Temporary Site Facilities	10	MO	\$ 3,995.00	\$ 39,950.00
2	Small Tools & Consumables	1	LS	\$ 7,550.00	\$ 7,550.00
3	SWPPP BMP & Trackout Controls	1	LS	\$ 1,500.00	\$ 1,500.00
4	SWPPP Plan- Sub	1	LS	\$ 800.00	\$ 800.00
5	SWPPP Install & Maintain	160	MH	\$ 33.00	\$ 5,280.00
6	Trailer Setup & Takedown	2	EA	\$ 860.00	\$ 1,720.00
7	Equip Mob	18	EW	\$ 250.00	\$ 4,500.00
8	Labor- Move In & Out (22555 N. Phx to Sedona)	240	MH	\$ 33.00	\$ 7,920.00
9	Labor- Move In & Out (WWTP to sites)	240	MH	\$ 33.00	\$ 7,920.00
10	Truck/Trailer- WWTP to Sites	240	MH	\$ 14.00	\$ 3,360.00
11	Confined Space Monitor	720	MH	\$ 33.00	\$ 23,760.00
12	Confined Space Equipment- Tripod, Harnesses etc	1	LS	\$ 8,500.00	\$ 8,500.00
SITE CONSTRUCTION					
BREWER LIFT STATION					
<i>Pump Replacement</i>					
13	Pump Replacement	4	EA	\$ 32,100.00	\$ 128,400.00
14	Valve & Piping Modification	1	LS	\$ 64,350.00	\$ 64,350.00
<i>Hydropneumatic Tank</i>					
15	New Hydro Tank System Complete	1	LS	\$ 273,900.00	\$ 273,900.00
<i>Electrical and Controls</i>					
16	VFD Replacement	1	LS	\$ 215,300.00	\$ 215,300.00
17	PLC Upgrades	1	LS	\$ 36,500.00	\$ 36,500.00
18	Instrumentation and Controls	1	LS	\$ 57,093.00	\$ 57,093.00
19	Conduit & Wire	1	LS	\$ 166,500.00	\$ 166,500.00
					\$ -
EL CAMINO LIFT STATION					
<i>Pump Replacement</i>					
20	Pump Replacement-Includes Rails	4	EA	\$ 47,900.00	\$ 191,600.00
21	Valve & Piping Modification	1	LS	\$ 53,300.00	\$ 53,300.00
22	Hydro Tank Modifications	1	LS	\$ 93,000.00	\$ 93,000.00
<i>Electrical and Controls</i>					
23	VFD Replacement	1	LS	\$ 215,300.00	\$ 215,300.00
24	PLC Upgrades	1	LS	\$ 36,700.00	\$ 36,700.00
25	Instrumentation and Controls	1	LS	\$ 47,800.00	\$ 47,800.00
26	Conduit & Wire	1	LS	\$ 144,750.00	\$ 144,750.00
					\$ -
CAROL CANYON LIFT STATION					
<i>Pump Replacement</i>					
27	Pump Replacement	4	LS	\$ 34,900.00	\$ 139,600.00
28	Valve & Piping Modification	1	LS	\$ 36,200.00	\$ 36,200.00
29	Hydro Tank Modifications	1	LS	\$ 93,000.00	\$ 93,000.00
<i>Electrical and Controls</i>					
30	VFD Replacement	1	LS	\$ 215,300.00	\$ 215,300.00
31	PLC Upgrades	1	LS	\$ 36,500.00	\$ 36,500.00
32	Instrumentation and Controls	1	LS	\$ 39,800.00	\$ 39,800.00
33	Conduit & Wire	1	LS	\$ 166,400.00	\$ 166,400.00
<i>Bypass Pumping</i>					
34	Standby Pumping System	1	LS	\$ 120,260.00	\$ 120,260.00

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
PRIMARY WET WELL COATINGS- 3 SITES					
35	Sauerisen 250mil Wet Well Coating	1	LS	\$ 363,400.00	\$ 363,400.00
BID ALTERNATES					
A	Alternate A	1	LS	\$ 90,500.00	\$ -
B	Alternate B	1	LS	\$ 87,400.00	\$ -
A1	Alternate 1	1	LS	\$ (45,000.00)	\$ -
A2	Alternate 2	1	LS	\$ 165,000.00	\$ -
A3	Alternate 3	1	LS	\$ (64,000.00)	\$ -
VE1	Value Engineering Option-125 mil Wet Well Coating Thickness	1	LS	\$ (46,700.00)	\$ -
ALLOWANCES					
A1	Wet Well Leak Repair	1	LS	\$ 82,700.00	\$ 82,700.00
A2	Cost Escalation	1	LS	\$ 50,000.00	\$ 50,000.00
A3	Rail Replacement (8 pumps)	1	LS	\$ 67,000.00	\$ 67,000.00
A4	Electrical Contingency \$20k per Site	1	LS	\$ 60,000.00	\$ 60,000.00
SUBTOTAL					\$ 3,307,413.00
GMP SUMMARY					
A.	C.O.W. (L,M,S,E)				\$ 3,307,413.00
Indirect Costs				Rate	
B.	CMAR Contingency			1.0%	\$ 50,000.00
C.	Construction Fee			8.0%	\$ 399,354.00
D.	General Conditions			17.5%	\$ 870,278.80
D1.	Payment & Performance Bond	\$	51,879.41	1.00%	Included in D above
D2.	Insurance	\$	55,011.00	1.11%	Included in D above
E.	Sales Tax		65% of 10.40%	6.78%	\$ 333,947.10
F. TOTAL GMP					\$ 4,960,992.90
G. Owner's Contingency					\$ -
H. Contract Amount					\$ 4,960,992.90

4. GMP2- 100% Cost Estimate Clarifications & Assumptions

Contractual Clarifications & Assumptions

1. Pricing is based on GMP approval at the City Council Meeting scheduled to be held on August 9, 2022 with a Notice to Proceed to be issued the following day.
2. It is assumed that the City of Sedona will issue the construction phase services contract with a duration as depicted on the attached schedule.

Schedule Clarifications & Assumptions

1. Pricing is based on GMP approval at the City Council Meeting scheduled to be held on August 9, 2022 with a Notice to Proceed to be issued the following day.
2. At the time of GMP preparation the PLC components have become the critical driving procurement item(s) with the longest delivery time. The duration listed represents the longest lead item for one of the components inside the PLC. We will work with Electrical sub and COS to attempt to mitigate this impact as much as possible to expedite the schedule.
3. Our schedule is based on Engineer submittal review and approval in 4 weeks or less.

Technical Clarifications & Assumptions

1. The costs included in this 100% estimate are reflective of the state of design based on the 100% design documents as referenced in section 1 of this document. Although it is not anticipated, KEAR reserves the right to reconcile pricing for any of the included work categories should further design modifications or Amendments be issued.
2. Per the project design review & scoping discussions the city wishes to perform an investigation into the cause of the leak at the Carroll Canyon Lift Station. We have included the costs to investigate the leak in our direct cost number in this estimate. The costs to perform the repair itself are to be funded by Allowance item No. 2 in section 5 of this GMP. The investigation work includes isolation of each of the bypass wet wells. KEAR will then fill with water to a level around 3'-4' above pipe between the chambers and monitor the water level. This should determine which chamber is leaking. KEAR will also perform a low-pressure leakage test on the connecting pipe. Per COS discussions it is believed that the leakage is likely occurring at the wet well penetration or through the pipe itself. Once the leak source is determined the allowance funds will be utilized to perform the actual leak repair. Our CPM schedule shows an estimated duration of 10 days for repairs. Once source of leak is found and method for repair is determined we will update this duration and contract duration to reflect actual time required.
3. We have assumed that any modification or relocation of HVAC systems will be performed by others.
4. KEAR has included costs for replacement of fall protection grating at the primary wet well of each site as well as the sluice gate cover at Carrol Canyon.
5. We have assumed that the existing wet well pipe supports will be reused.
6. We have assumed that there is an existing buried ground grid at each site. We have included 4 hours at each site to locate existing grid.
7. Based on City of Sedona direction, Carroll Canyon is the only site that requires a temporary backup pumping system during construction. For Carroll Canyon we have included bypass pumping emergency system installation for a period of 3 months. Out of that three-month duration we have included costs for a one-week total system emergency operation.

WC-02- Painting & Coatings

1. 3rd party NACE to be provided by Carollo per the 90% design review meeting.
2. The allowance for repair includes coating (as described below) the connecting pipe interior and one of the wet wells to completely seal the pipe and penetration. We have also included replacing the link seals and re-grouting the penetration to one wet well.
3. We have included the required Coating of the primary Wet wells for each Lift Station utilizing the Saueriesen 210 XHB- 1 coat @ 250 mils.
4. Based on feedback from coating subcontractors we are offering a value engineering option for the wet well coating. They have indicated that the product manufacturer (Saueriesen) typically specifies a coating thickness of 125 mils for this application. The specified thickness is 250 mils and we are offering a deduct option for the reduced coating thickness.
5. It is our understanding that a "Sewer Shield" product was applied to these areas several years back; our pricing does not include removing this 100%. If the material is adhered to the concrete substrate, it will be left in place; however, the top surface will receive the needed surface profile for proper adhesion.
6. Environmental controls Dehumidification, heating, cooling and concrete repairs not included.

5. Allowance Schedule

Allowance No.	Description	Allowance Value
1	<p>Wet Well Leak Repair Allowance for Carroll Canyon: This allowance was established to cover the potential costs to repair an existing leak at the Carroll Canyon Lift Station. The leak is thought to exist between the two wet wells but is unknown due to the lack of access and inability to determine during the preconstruction phase of the project. This allowance is developed based on the discovery of the leak and the repair method previously described.</p>	\$82,700
2	<p>Cost Escalation Allowance: This allowance was established per COS and KEAR discussions in the during design review. Vendors and subcontractors are experiencing unprecedented market pricing volatility and holding pricing anywhere from 30 days to “pricing at the time of shipment”. This exposes the CMAR to cost increases and this allowance is created to cover those additional cost increases when submitted with appropriate documentation.</p>	\$50,000
3	<p>Rail Replacement: Due to the inability to properly inspect the existing rails and the potential that pump base elevation changes may require additional rail material we have included an allowance to provide new rails in the event they are required. We have included replacement at the El Camino site in project and this allowance is for the 2 remaining sites.</p>	\$67,000
4	<p>Electrical Allowance: This allowance is to cover for unforeseen costs and activities associated with the electrical package. An allowance is needed as this is the largest and most complex subcontracted package.</p>	\$60,000

6. Work Package Evaluations

KEAR has prepared work package evaluations for the major subcontracted scopes of work on the project in accordance with the preconstruction services contract. Below is a summary of the work package evaluated scopes and the firm selected for each:

Scope of Work	Selected Firm
Material Testing	Western Technologies
Saw cutting	Northern AZ Saw Cutting
Painting & Coatings	PPS Coatings
Tie-In Services	Pipeline Services
Electrical	Alliance Service & Controls

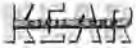
WORK PACKAGE EVALUATION



Project: Major Lift Station Upgrades
Owner: City of Sedona
GMP No & Date: GMP 2 - July 15, 2022
Work Package: Electrical & Controls
Bid Date: 6/28/2022

RECOMMENDED

COMPANY INFORMATION		Alliance Service Tony Fischer 602-920-7079 tonyfischer@as-cs.com	Rural Electric Cameron Clausen 480-850-3585 cameron@ruralelectric.com
BASE BID			
Base Bid- Replace VFD enclosure and replace breaker, conduit and wire per Drawings. Replace existing bypass pump disconnects with junction box containing terminal blocks per drawings	Bid Amount	\$1,137,020	\$2,199,929
TOTAL BASE BID:		\$1,137,020	\$2,199,929
ALTERNATES- VFD'S			
Bid Alternate 1: Retrofit existing VFD enclosure with new VFD and reduced breaker, conduit, and wire replacement per Specifications.	Add / Deduct	-\$45,000	No Bid
Bid Alternate 2: Retrofit existing VFD enclosure with new VFD and replace breaker, conduit and wire per Drawings.	Add / Deduct	\$165,000	No Bid
Bid Alternate 3: Replace VFD enclosure and reduced breaker, conduit, and wire replacement per Specifications.	Add / Deduct	-\$64,000	-\$83,780
ALTERNATES- BYPASS PUMP DISCONNECT REPLACEMENT			
Bid Alternate-A: Replace existing bypass pump disconnects with fused disconnects per drawings.	Add / Deduct	\$90,500	\$109,355
Bid Alternate-B: Replace existing bypass pump disconnects with circuit breaker type disconnects per drawings.	Add / Deduct	\$87,400	\$73,269
KEAR Subcontract & Front End/Owner Terms			
1	Compliant with KEAR Front Ends	Yes	Yes
2	Bid on KEAR Bid Form	Yes	Yes
3	Insurance Requirements Per Matrix	Yes	Yes
5	Surety Company Acceptable	Yes	Yes
6	Bond Cost	Yes	Yes
7	Building Connect Prequal Confirmed	Yes	Yes
8	Acknowledges Addenda	Yes	Yes
9	Acknowledges Soils Report	No	NA
10	Hold bid for 90 Days	Yes	Yes
Scope of Work:			
11	Attendance at pre-bid meeting on site?	Yes	Yes
12	Complete pricing of base bid and all alternates?	Yes	Yes
13	Acknowledges limited onsite storage and plant laydown area availability?	Yes	Yes
14	Includes required labeling & identification required?	Yes	Yes
15	Includes manufacturer startup of VFD's per 16262?	Yes	Yes
16	Includes owner training per all electrical spec sections?	Yes	Yes
17	Includes all required studies per 16305?	Yes	Yes
18	Includes all required spare parts?	Yes	Yes



BID PROPOSAL

Date: July 13 2022

Bid proposal of * Alliance Service + Control (herein called "Bidder") a
** Corporation organized and existing under the laws of the
State of: AZ

* Insert name of firm

** Insert corporation, partnership, or individual, as applicable.

TO: KEAR Civil Corporation (Construction Manager)
Attn: Matt Smith (matt.smith@kearcorp.com)
Attn: Dan Burch (dan.burch@kearcorp.com)

The bidder, in compliance with your Invitation for Bids for the construction of City of Sedona Major Lift Station Upgrades (100% GMP) and having examined all Contract Documents, and being familiar with the site of the proposed work, and with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the work required.

After Bid Proposals are received, tabulated, and evaluated by KEAR, said Bidder agrees to meet with KEAR for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown, a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials, and their manufacturers proposed for use in the work if requested.

The Bidder, if awarded a Subcontract, agrees to commence the work and to fully complete its Work in accordance with a schedule to be established in collaboration with KEAR under the provisions of the Contract Documents.

The Bidder acknowledges receipt of the following Addenda: Addendum 1

BASE BID:

The bidder agrees to perform all scope of work/services for Work Package: ELECTRICAL

written Lump Sum of: One Million One Hundred Thirty -Seven Thousand Twenty

and DOLLARS of: (\$ 1,137,020.00)

*Attach subcontractor proposal for clarifications, details, and exclusions.

BASE BID BREAKDOWN:

5	BREWER SITE	\$ 387,950 -
10	Pump Replacement	\$
20	Valve & Piping Modifications	\$
30	New Hydro Tank System Complete	\$
40	VFD	\$ 187,975 -
50	PLC	\$ 31,875 -
60	Instrumentation & Controls	\$ 35,125 -
65	Conduit & Wire	\$ 132,975 -
70	CARROLL CANYON SITE	\$ 371,880 -
80	Pump Replacement	\$
90	Valve & Piping Modifications	\$
100	Hydro Tank System Modifications	\$
110	VFD	\$ 187,975 -
120	PLC	\$ 31,875 -
130	Instrumentation & Controls	\$ 19,055 -
135	Conduit & Wire	\$ 132,975 -
140	EL CAMINO SITE	\$ 360,610 -
150	Pump Replacement	\$
160	Valve & Piping Modifications	\$
170	Hydro Tank System Modifications	\$
180	VFD	\$ 187,975 -
190	PLC	\$ 31,875 -
200	Instrumentation & Controls	\$ 26,785 -
210	Conduit & Wire	\$ 113,975 -
220	Coating Primary Wet Well ALL SITES	
230	PROJECT MOBILIZATION	\$ 2,000 -
Payment & Performance Bond Cost:		\$ 14,580 -
Total Subcontract Amount:		\$ 1,137,020 -



The name of proposed Bonding Company is:

Atlantic Specialty Insurance

Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless KEAR does not send Bidder a Subcontract within ninety (90) calendar days after opening date of Bid Proposals.

ALTERNATE NO. 1

DESCRIPTION OF ALTERNATE: Bid Alternate 1 As Described in Specification Section 16050

ADD DEDUCT the sum of \$ 45,000.00

ALTERNATE NO. 2

DESCRIPTION OF ALTERNATE: Bid Alternate 2 As Described in Specification Section 16050

ADD DEDUCT the sum of \$ 165,000.00

ALTERNATE NO. 3

DESCRIPTION OF ALTERNATE: Bid Alternate 3 As Described in Specification Section 16050

ADD DEDUCT the sum of \$ 64,000.00

DISCONNECT ALTERNATE A

DESCRIPTION OF ALTERNATE: Bid Alternate A As Described in Specification Section 16050

ADD DEDUCT the sum of \$ 90,500.00

DISCONNECT ALTERNATE B

DESCRIPTION OF ALTERNATE: Bid Alternate B As Described in Specification Section 16050

ADD DEDUCT the sum of \$ 87,400.00

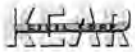
Please list long lead items below including description and lead time

ITEM	LEAD TIME
	40 wks
	20 wks

A-B 1769-IF4 Analog Input module
VFD's

The Bidder understands that the Owner and KEAR reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRAITE:












The bidder has completed the Prequalification process

Yes/No

**Prequalification process can be completed using the following links:*


<https://app.buildingconnected.com/create-account>

RESPONSIVE BID REQUIREMENTS:

If any exceptions are taken to the requirements of this Proposal Form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	
	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 90 calendar days.	
	(initials)
In submitting this Proposal, the bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	
	(initials)
If submitting this as described herein, we confirm we have received, reviewed, and agree to all commercial terms of KEAR Civil Corporation's Subcontract Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. It is understood that the bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.	
	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	
	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O&M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	
	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification is not completed as part of the Bid Submission.	
	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	
	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	
	(initials)

~~HEAR~~



The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	
	(initials)



7/13/2022

KEAR Civil Corporation
 22555 N. 20th Ave. Phoenix, AZ 85027

Attn: Mr. Matt Smith
 VP/Chief Estimator

Re: Sedona Major Lift Station Upgrades – Brewer LS, Carrol LS, El Camino LS

Alliance Service and Control Specialists, Inc. is quoting the work specified below for the above referenced project.

100% Drawings and Specifications

Drawings E-01 thru E-11, GN01-GN05, N-01 thru N-12

Specifications: 16000, 17000

Addendum 1

BREWER LS

1. General		\$128,900.00
• Conduit & Wire		
• SS Pump Connection Box w/Lugs		
• Install AC Packaged Control Panel		
• 400Amp Breakers		
• Kellum Grips		\$1,450.00
2. VFD'S		\$174,750.00
• Replace the four existing VFD's with four new 250HP VFD's.		
• VFD Factory Acceptance Test, Calculated Harmonic Analysis, On-site Harmonic Analysis.		
• Seismic anchoring calculations if needed.		
• 2 Year Warranty		
• Startup and Training		
3. PLC		\$29,250.00
4. Flow Meters (Toshiba)	\$10,750.00 ea.	\$21,500.00 ext.
• FIT/FE-219		
• FIT/FE-220		
5. Gauges		\$ 11,000.00
• Pressure Gauges 217 & 218		

<ul style="list-style-type: none"> • Flanged Ring Seal 217 & 218 • Pressure Gauges 510, 511, 513 • Needle Valves 510,511,513 	
8. Submittals, O&M's and Shop Drawings	\$10,500.00
9. Engineering Studies	<u>\$10,600.00</u>
<ul style="list-style-type: none"> • Ground Resistance Test • Arc Flash Label Application • Short Circuit Study • Arc Flash Study • Coordination Study 	
TOTAL: \$387,950.00	

CARROL LS

1. General	\$128,900.00
<ul style="list-style-type: none"> • Conduit & Wire • SS Pump Connection Box w/Lugs • Install AC Packaged Control Panel • 400Amp Breakers • Kellum Grips 	\$ 1,450.00
2. VFD'S	\$174,750.00
<ul style="list-style-type: none"> • Replace the four existing VFD's with four new 200HP VFD's. • VFD Factory Acceptance Test, Calculated Harmonic Analysis, On-site Harmonic Analysis. • Seismic anchoring calculations if needed. • 2 Year Warranty • Startup and Training 	
3. PLC	\$29,250.00
4. Flow Meters (Toshiba)	\$9,930.00
<ul style="list-style-type: none"> • FIT/FE-019 	
5. Gauges	\$ 6,500.00
<ul style="list-style-type: none"> • Pressure Gauges 017 • Flanged Ring Seal 017 • Pressure Gauges 310, 311, 313 • Needle Valves 310,311,313 	
8. Submittals, O&M's and Shop Drawings	\$ 10,500.00
9. Engineering Studies	<u>\$10,600.00</u>
<ul style="list-style-type: none"> • Ground Resistance Test • Arc Flash Label Application • Short Circuit Study • Arc Flash Study • Coordination Study 	

TOTAL: \$371,880.00

EL CAMINO LS

1. General		\$107,900.00
• Conduit & Wire		
• SS Pump Connection Box		
• Install AC Packaged Control Panel		
• 225Amp Breakers		
• Kellum Grips		\$1,450.00
• Temp Power		\$2,000.00
2. VFD'S		\$174,750.00
• Replace the four existing VFD's with four new 200HP VFD's.		
• VFD Factory Acceptance Test, Calculated Harmonic Analysis, On-site Harmonic Analysis.		
• Seismic anchoring calculations if needed.		
• 2 Year Warranty		
• Startup and Training		
3. PLC		\$ 29,250.00
4. Flow Meters (Toshiba)	\$6,580.00 ea.	\$ 13,160.00 ext.
• FIT/FE-819		
• FIT/FE-820		
5. Gauges		\$ 11,000.00
• Pressure Gauges 217 & 218		
• Flanged Ring Seal 217 & 218		
• Pressure Gauges 510, 511, 513		
• Needle Valves 510,511,513		
8. Submittals, O&M's and Shop Drawings		\$ 10,500.00
9. Engineering Studies		<u>\$10,600.00</u>
• Ground Resistance Test		
• Arc Flash Label Application		
• Short Circuit Study		
• Arc Flash Study		
• Coordination Study		

TOTAL: \$360,610.00

EXCLUSION:

1. All fees, including utility fees, and permits
2. All taxes and bonds
3. Process sensing lines, piping, tubing, fittings, valves and connections (plumbing).
4. All mechanical piping

5. All concrete and asphalt work including cutting, patching and core drilling.
6. Painting
7. Construction water
8. Trenching, backfill and compaction.
9. Compaction testing and material testing.
10. Survey
11. Landscaping
12. Chlorine building and equipment including chlorine analyzer
13. Hydro-tank Level transmitter (Provided by hydro-tank vender)
14. Waste valve and discharge valve solenoids and limit switches. (Provided by hydro-tank vender)
15. Stilling Wells
16. Hydro-tank/AC Control Panel
17. Programming

BOND RATE: \$0 to \$2 million - 1.52% per year / \$2 million to \$7 million - 1% per year

U.L. 508 File # E164765

Thank you for your consideration.

Sincerely,

Tony Fischer P.E.,
Project Manager



7/13/2022

KEAR Civil Corporation
22555 N. 20th Ave. Phoenix, AZ 85027

Attn: Mr. Matt Smith
VP/Chief Estimator

Re: Sedona Major Lift Station Upgrades – Brewer LS, Carrol LS, El Camino LS

100% Drawings and Specifications

Drawings E-01 thru E-11, GN01-GN05, N-01 thru N-12

Specifications: 16000, 17000

1.) Current lead times on PLC equipment:

ALB - 1769-L33ER 2 MB COMPACTLOGIX PROC

*FACTORY ESD 19 WEEKS

ALB - 1769-PA4 COMPACTLOGIX POWER SUP

*FACTORY ESD 11 WEEKS

ALB - 1769-IF4I COMPACTLOGIX 4 POINT

*FACTORY ESD 38 WEEKS

ALB - 1769-IA8I COMPACTLOGIX 8 POINT

*FACTORY ESD 20 WEEKS

ALB - 1769-IA16 COMPACTLOGIX 16 POINT

*FACTORY ESD 5 WEEKS

ALB - 1769-OA16 COMPACTLOGIX 16 POINT

*1 BSE PHX STOCK, FACTORY ESD 4 WEEKS

ALB - 1769-ECL COMPACTLOGIX END CAP

*FACTORY ESD 2 WEEKS

ALB - 1769-ECR COMPACTLOGIX END CAP

*33 BSE PHX STOCK, FACTORY ESD 2 WEEKS

ALB - 1585J-M8TBJM-1M9 RJ45 ETHERNET
*5 BSE PHX STOCK, FACTORY ESD 2 WEEKS

ALB - 2715P-T15CD-K
*FACTORY ESD 2 WEEKS

2.) Current lead times on Square D Feeder Breakers for existing I-Line panel boards:

400A 480V 65KAIC I-LINE
MJA36400-MOLDED CASE CIRCUIT BREAKER 600V 400A
90 working days after customer release to manufacturer

300A 480V 65KAIC I-LINE
MJA36300-MOLDED CASE CIRCUIT BREAKER 600V 300A
90 working days after customer release to manufacturer

3.) Current lead times for Alternate A and B

400A 600V 4X FUSE DISC
H365DS-SWITCH FUSIBLE HD 400A 3P STAINLESS
90 working days after customer release to manufacturer

MCCB 400A 65K 480V
MJL36400-MOLDED CASE CIRCUIT BREAKER 600V 400A
90 working days after customer release to manufacturer

MCCB 300A 65K 480V
MJL36300-MOLDED CASE CIRCUIT BREAKER 600V 300A
90 working days after customer release to manufacturer

316SS MCCB ENCLOSURE
90 working days after customer release to manufacturer

3.) Current lead times on Allen-Bradley VFD's:

Approval Drawings/Submittals – up to 8 weeks ARO.

Lead time – up to 20 Weeks after Rockwell Automation receipt of approved drawings. (This does not include time required for special/witness testing).

(Delivery based on Stocked Availability at time of purchase, subject to change)

Sincerely,

Tony Fischer P.E.,
Project Manager



BID PROPOSAL

Date: 6/30/22

Bid proposal of * Rural Electric (herein called "Bidder") a
** Corportation organized and existing under the laws of the
State of: AZ

* Insert name of firm

** Insert corporation, partnership, or individual, as applicable.

TO: KEAR Civil Corporation (Construction Manager)
Attn: Matt Smith (matt.smith@kearcorp.com)
Attn: Dan Burch (dan.burch@kearcorp.com)

The bidder, in compliance with your Invitation for Bids for the construction of City of Sedona Major Lift Station Upgrades (100% GMP) and having examined all Contract Documents, and being familiar with the site of the proposed work, and with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the work required.

After Bid Proposals are received, tabulated, and evaluated by KEAR, said Bidder agrees to meet with KEAR for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown, a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials, and their manufacturers proposed for use in the work if requested.

The Bidder, if awarded a Subcontract, agrees to commence the work and to fully complete its Work in accordance with a schedule to be established in collaboration with KEAR under the provisions of the Contract Documents.

The Bidder acknowledges receipt of the following Addenda: CC

BASE BID:

The bidder agrees to perform all scope of work/services for Work Package: ELECTRICAL

written Lump Sum of: Two million One Hundred ninety-nine thousand nine hundred twenty-nine
and DOLLARS of: (\$2,199,929.00)

*Attach subcontractor proposal for clarifications, details, and exclusions.

BASE BID BREAKDOWN:

5	BREWER SITE	\$
10	Pump Replacement	\$
20	Valve & Piping Modifications	\$
30	New Hydro Tank System Complete	\$
40	VFD	\$ 289,736.00
50	PLC	\$ 91,571.00
60	Instrumentation & Controls	\$ 93,249.00
65	Conduit & Wire	\$ 274,144.00
70	CARROLL CANYON SITE	\$
80	Pump Replacement	\$
90	Valve & Piping Modifications	\$
100	Hydro Tank System Modifications	\$
110	VFD	\$ 289,736.00
120	PLC	\$ 84,357.00
130	Instrumentation & Controls	\$ 84,969.00
135	Conduit & Wire	\$ 304,037.00
140	EL CAMINO SITE	\$
150	Pump Replacement	\$
160	Valve & Piping Modifications	\$
170	Hydro Tank System Modifications	\$
180	VFD	\$ 289,736.00
190	PLC	\$ 87,242.00
200	Instrumentation & Controls	\$ 87,857.00
210	Conduit & Wire	\$ 223,295.00
220	Coating Primary Wet Well ALL SITES	
230	PROJECT MOBILIZATION	\$
	Payment & Performance Bond Cost:	\$
	Total Subcontract Amount:	\$ 2,199,929.00

The name of proposed Bonding Company is: Bonding Solutions LLC

Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless KEAR does not send Bidder a Subcontract within ninety (90) calendar days after opening date of Bid Proposals.

ALTERNATE NO. 1

DESCRIPTION OF ALTERNATE: Bid Alternate 1 As Described in Specification Section 16050

ADD-DEDUCT - The sum of \$234,863.00

ALTERNATE NO. 2

DESCRIPTION OF ALTERNATE: Bid Alternate 2 As Described in Specification Section 16050

ADD - DEDUCT the sum of \$ 337,364.00

ALTERNATE NO. 3

DESCRIPTION OF ALTERNATE: Bid Alternate 3 As Described in Specification Section 16050

ADD - DEDUCT the sum of \$ (83,780.00)

DISCONNECT ALTERNATE A

DESCRIPTION OF ALTERNATE: Bid Alternate A As Described in Specification Section 16050

ADD - DEDUCT the sum of \$ 107,334.00

DISCONNECT ALTERNATE B

DESCRIPTION OF ALTERNATE: Bid Alternate B As Described in Specification Section 16050

ADD - DEDUCT the sum of \$ 71,915.00

Please list long lead items below including description and lead time

ITEM	LEAD TIME
VFD	10-12WK
Inst. Equip	14-16WK

The Bidder understands that the Owner and KEAR reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRAITE:

The bidder has completed the Prequalification process

Yes/No

**Prequalification process can be completed using the following links:*

<https://app.buildingconnected.com/create-account>

RESPONSIVE BID REQUIREMENTS:

If any exceptions are taken to the requirements of this Proposal Form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	CC
	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 90 calendar days.	CC
	(initials)
In submitting this Proposal, the bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	CC
	(initials)
If submitting this as described herein, we confirm we have received, reviewed, and agree to all commercial terms of KEAR Civil Corporation's Subcontract Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. It is understood that the bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.	CC
	(initials)
In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	CC
	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O&M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	CC
	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification is not completed as part of the Bid Submission.	CC
	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	CC
	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	CC
	(initials)

The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	CC
	(initials)



9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	Kear Civil Corporation	Contact:	Matt Smith
Address:	22041 N 23rd Ave Phoenix, AZ 85027	Phone:	(602) 803-2926
		Fax:	(623) 580-1101
Project Name:	102 Sedona Lift Station (3) CMAR	Bid Number:	
Project Location:		Bid Date:	7/1/2022

Item #	Item Description	Estimated Quantity	Unit
Alternate			
Alt 1 (VFD)	Bid Alt 1 - Retrofit VFD	1.00	LS
Alt 2 (VFD)	Bid Alt 2 - Retrofit VFD	1.00	LS
Alt 3 (VFD)	Bid Alt 3 - New VFD & Enclosure	1.00	LS
001A	All Locations - Alternate A	1.00	LS
001A	All Locations - Alternate B	1.00	LS
Brewer Site			
40	VFD - BREWER SITE	4.00	EACH
50	PLC - BREWER SITE	1.00	LS
60	Instrumentation & Controls - BREWER SITE	1.00	LS
65	Conduit & Wire Installation - BREWER SITE	1.00	LS
Carroll Canyon Site			
110	VFD - CARROLL CANYON SITE	4.00	EACH
120	PLC - CARROLL CANYON SITE	1.00	LS
60	Instrumentation & Controls - CARROL CANYON SITE	1.00	LS
135	Conduit & Wire Installation - CARROL CANYON SITE	1.00	LS
El Camino Site			
180	VFD - EL CAMINO SITE	4.00	EACH
190	PLC - EL CAMINO SITE	1.00	LS
60	Instrumentation & Controls - EL CAMINO SITE	1.00	LS
135	Conduit & Wire Installation - EL CAMINO SITE	1.00	LS

Notes:

- AZ LICENSE #075367 & 074573

• **Scope of Work Includes:**

Brewer Site:

- Investigate and make safe electrical prior to demo
- Remove and salvage existing VFD's (4ea)
- Remove existing conductors per the plans
- Mandrel existing raceways
- Locate existing ground conductor
- Provide & install grounding per the plans
- Reuse existing raceways per the plans
- Provide & install GRC conduits as required
- Provide & install power and control conductors to equipment, instrumentation, motors & devices
- Provide & install sealoffs noted on plans
- Provide & install (x4) VFD's w/ enclosure
- Remove and replace existing 300A 3p breaker and replace with 400A 3p breaker (Panels C & D)
- Provide & install (x2) 12" magetic flowmeter (FIT/FE-219,220)
- Provide new Pressure gauge (PI-217, 218)
- Relocate existing level transmitter
- Modify existing Brewer Lift Station PLC
- Provide Arc Flash Coordination Study
- Assist with start up and testing

Carrol Canyon Site:

- Investigate and make safe electrical prior to demo
- Remove and salvage existing VFD's (4ea)
- Remove existing conductors per the plans
- Mandrel existing raceways
- Locate existing ground conductor
- Provide & install grounding per the plans
- Reuse existing raceways per the plans
- Provide & install GRC conduits as required
- Provide & install PVC coated conduit in outdoors and corrosive/hazarous areas
- Provide & install power and control conductors to equipment, instrumentation, motors & devices
- Provide & install sealoffs noted on plans
- Provide & install (x4) VFD's w/ enclosure
- Remove and replace existing 300A 3p breaker and replace with 400A 3p breaker (Panels E & H)
- Provide & install (x1) 16" magetic flowmeter (FIT/FE-019)
- Provide new Pressure gauge (PI-017)
- Relocate existing level transmitter
- Modify existing Brewer Lift Station PLC
- Provide Arc Flash Coordination Study
- Assist with start up and testing

El Camino Site:

- Investigate and make safe electrical prior to demo
- Remove and salvage existing VFD's (4ea)
- Remove existing Conductors per the plans
- Mandrel existing raceways
- Locate existing ground conductor
- Provide & install grounding per the plans
- Reuse existing raceways per the plans
- Provide & install GRC conduits
- Provide & install power and control conductors to equipment, instrumentation, motors & devices
- Provide & install sealoffs noted on plans
- Provide & install (x4) VFD's w/ enclosure
- Remove and replace existing 225A 3p breaker and replace with 300A 3p breaker (Panels F & G)
- Provide & install (x2) 10" magetic flowmeter (FIT/FE-819,820)
- Provide new Pressure gauge (PI-817, 818)
- Relocate existing level transmitter
- Modify existing PLC
- Provide Arc Flash Coordination Study
- Assist with start up and testing

Spec Sections:

- Div. 16 & 17 as applicable

Plan Sheets:

- 100% Plan sheets (Dated June 2022)

• **Alternates:**

Note: Alternate 1 & 2 + base bid includes the cost of the retrofit of the VFD and a new stand alone VFD cabinet. If Alternate 1 or 2 is selected and once the UL listing for the existing retrofit VFD cabinet passes we will credit back the difference between the retrofit VFD and the new stand alone VFD cabinet.

Bid Alternate 1:

- Retrofit new VFD inside existing cabinet
- Reuse existing cable and conduit from distribution panels, VFD to new primary and standby pumps
- Reuse existing 3p 300A breakers at brewer and Carrol Canyon Sites
- Remove and replace existing 225A 3p breaker and replace with 300A 3p breaker (Panels F & G) at El Camino Site

Bid Alternate 2:

- Retrofit new VFD inside existing cabinet at all three locations
- Provide & install new conductors from distribution panels to new primary and standby pumps
- Remove and replace existing 300A 3p breaker and replace with 400A 3p breaker at Brewer and Carrol Sites
- Remove and replace existing 225A 3p breaker and replace with 300A 3p breaker (Panels F & G) at El Camino Site

Bid Alternate 3:

- Provide and install new VFD & enclosure at Brewer, Carrol and El Camino Sites
- Reuse existing cable and conduit from distribution panels to new primary and standby pumps
- Reuse existing 3p 300A breakers at brewer and Carrol Canyon Sites
- Remove and replace existing 225A 3p breaker and replace with 300A 3p breaker (Panels F & G) at El Camino Site

Bid Alternate A:

Brewer:

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X thermal magnetic circuit breaker style disconnect switch w/ aux contacts (Sheet E07, Key note 2)

Carrol:

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X thermal magnetic circuit breaker style disconnect switch w/ aux contacts (Sheet E08, Key note 2)

El Camino

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X thermal magnetic circuit breaker style disconnect switch w/ aux contacts (Sheet E09, Key note 2)

Bid Alternate B:

Brewer:

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X fused disconnect switch w/ aux contacts (Sheet E07, Key note 2)

Carrol:

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X fused disconnect switch w/ aux contacts (Sheet E08, Key note 2)

El Camino:

- (2ea) Remove and replace existing bypass disconnect switches and replace with new 400A 480v 3ph 35KAIC N4X fused disconnect switch w/ aux contacts (Sheet E09, Key note 2)

• **Excludes:**

- Taxes, permits, fees or allowances
- Utility company permits, fees or allowances
- Temporary power or lighting
- The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others
- Sawcutting, removal or patching of asphalt or concrete
- Finished grading
- Engineering, design, surveying, and staking for line and / or grade are excluded. Elevations must be provided where required
- Spoils from trench or excavation work will be placed trench side to be removed or spread by others. All concrete and asphalt removal and disposal by others
- Dumpsters or Haul-off
- Painting, Coating or Welding
- Grouting
- Core Drills through block walls or foundations
- Concrete forms or house keeping pads
- Excavating or backfilling
- Harmonic study
- Level Transmitters
- Providing or installing additional conduit seals unless noted on plans (sheet E07, E08 & E09 General notes 1) (not enough information)
- Limit switches ZS-404,405,104,105,604,605
- Pressure Gauges (15474-2.03-F-9) PI-513,510,511,509,313,310,311,713,710,711
- Site Glass (15474-2.05-A-2 LI-509, 309,709)
- Level Switch, Temperature Switch, TDR Radar (FBV) LSL/LE-513,313,713, TSH-513,313,713, LE-509,309,709
- Programming or software
- Sun Shades
- Short Circuit and acceptance testing

- Bonding is NOT included in these bid amounts. If a bond is requested, it will be billed outside the contract value and will become due and payable immediately upon presentation of bond. Our bond rate for this project is 1.20%.

- For Demolition and Salvage our work will be limited to the disconnection and removal of all salvageable electrical materials only (i.e., light fixtures, signs, transformers, wire, etc.). The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others.
- All Division 1 requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedules, contractor quality control program, QA and QC testing, temporary construction trailers or facilities, construction lighting and power, maintenance of site access, site dust control, temporary site environmental protection, permits and/ or fees, and builders-risk or all risk insurance policies.
- Where the electrical drawings and electrical specifications conflict with other contract documents, our pricing is based on the electrical drawings.
- Process taps for instruments and plumbing below instrument seal by others. All instrumentation installation includes electrical / startup with mechanical install by others.
- Gaskets, bushings, washers, Spool pieces and misc. hardware for flow meters if required
- Rural Electric is not responsible for unmarked landscaping facilities.
- Prime contractor is to furnish a source for construction water at no cost to the subcontractor.
- Pay when paid clauses will not be accepted.
- Rural Electric, Inc. maintains its own job documentation system. Any additional requirements by the GC to complete job documentation on GC supplied forms will require additional subcontractor administration time and additional cost. This proposal excludes the use of GC supplied documents (i.e. Special GC daily reports, RFIs, certified payrolls, submittal/transmittal forms, etc.).
- This proposal is made with the understanding that we will enter into a mutually acceptable subcontract agreement. We will not accept any terms or conditions that are less favorable to Rural than those imposed in the Prime contract by the Owner. The conditions of this proposal must be attached or incorporated into our subcontract agreements.
- Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment. These prices are subject to adjustment for changes in the base price of commodity items such as: Copper, Steel, Lead, Aluminum, or Resins), which may occur between the date of quotation and the date(s) shipments are made.
- Our Quote is valid for 30 days
- Rural shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, epidemics, extreme weather events, fire, delays by others, or any acts, conduct, or omission from unrelated third-parties outside of our direct control
- Liquidated damages (if applicable) shall be limited to the proportion of our subcontract to the General Contract.
- Retention shall be reduced by 50% upon substantial completion and released once beneficial occupancy or final acceptance has been received.
- If a subcontract payment bond is requested of Rural, then providing monthly lien releases shall not be a condition precedent for payment and all payment will be made to Rural as single party checks.

Payment Terms:

Net payment is expected within 30 days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Rural Electric, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Cameron Claussen (480) 850-3585 cameronc@ruralelectric.com</p>
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WORK PACKAGE EVALUATION



Project: Major Lift Station Upgrades
Owner: City of Sedona
GMP No & Date: GMP 2 - July 15, 2022
Work Package: Painting & Coatings
Bid Date: 6/28/2022

RECOMMENDED

COMPANY INFORMATION		PPS Coatings Tony Bodzoney 480-825-2413 tbodz@ppsphx.com	A.O. Painting Alex (Bruiser) Ortega 520-271-1738 BO Ortega@aopaintinginc.com	Riley Ind. Services Ralph Doolin 505-327-4947 ralphd@rileyindustrial.com	JPCI Services Joe Nuciforo 480-986-1212 jnuciforo@jpciservices.com
GMP 2- Lift Station Construction -100%		\$392,897	\$786,594	\$500,938	NO BID
Required Scope					
KEAR Subcontract & Front End/Owner Terms		Yes/No			
1	Compliant with KEAR Front Ends	Yes	Yes	Yes	
2	Bid on KEAR Bid Form	Yes	Yes	Yes	
3	Insurance Requirements Per Matrix	Yes	Yes	Yes	
4	Surety Company Acceptable	Yes	Yes	Yes	
5	Bond Cost	Yes	Yes	Yes	
6	Building Connect Prequal Confirmed	Yes	Yes	No	Yes
7	Acknowledges Addenda	Yes	Yes	Yes	Yes
8	Acknowledges Soils Report	No	NA	NA	NA
9	Hold bid for 90 Days	Yes	Yes	Yes	Yes
Scope of Work:		Yes/No			
10	Provides all required painting & coating services required?	Yes	Yes	Yes	Yes
11	Meets requirements of 09960 including CSA & CTR Qualifications?	Yes	Yes	Yes	Yes
12	Includes required CSM & CTR services & conference attendance?	Yes	Yes	Yes	Yes
13	Includes required inspections by CSA & CTR (field & plant)?	Yes	Yes	Yes	Yes
14	Includes required CTR training per 1.10?	Yes	Yes	Yes	Yes
15	Includes final reports required of CTR?	Yes	Yes	Yes	Yes
16	Includes spark testing per 09998 including quals & certs?	Yes	Yes	Yes	Yes
17	Includes applicator qualifications from coating mfr?	Yes	Yes	Yes	Yes
18	Meets warranty requirements of 09998 of 5 years from final?	Yes	Yes	Yes	Yes
19	Meets manufacturer rep witness requirements of 09998 3.02?	Yes	Yes	Yes	Yes
20	Includes required Adhesion Testing and reports?	Yes	Yes	Yes	Yes



BID PROPOSAL

Date: 6-28-22

Bid proposal of * PPS Coatings (herein called "Bidder") a
** LLC organized and existing under the laws of the

State of: Arizona

* Insert name of firm

** Insert corporation, partnership, or individual, as applicable.

TO: KEAR Civil Corporation (Construction Manager)

Attn: Matt Smith (matt.smith@kearcorp.com)

Attn: Dan Burch (dan.burch@kearcorp.com)

The bidder, in compliance with your Invitation for Bids for the construction of City of Sedona Major Lift Station Upgrades (100% GMP) and having examined all Contract Documents, and being familiar with the site of the proposed work, and with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the work required.

After Bid Proposals are received, tabulated, and evaluated by KEAR, said Bidder agrees to meet with KEAR for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown, a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials, and their manufacturers proposed for use in the work if requested.

The Bidder, if awarded a Subcontract, agrees to commence the work and to fully complete its Work in accordance with a schedule to be established in collaboration with KEAR under the provisions of the Contract Documents.

The Bidder acknowledges receipt of the following Addenda: 1



BASE BID:

The bidder agrees to perform all scope of work/services for Work Package: COATINGS

written Lump Sum of: Three Hundred Ninety Two Thousand Eight Hundred and Ninety Seven Dollars

and DOLLARS of: (\$ 392,897.00)

*Attach subcontractor proposal for clarifications, details, and exclusions.

BASE BID BREAKDOWN:

5	BREWER SITE	\$
10	Pump Replacement	\$
20	Valve & Piping Modifications	\$ 6,034.00
30	New Hydro Tank System Complete	\$ 6,878.00
40	VFD	\$
50	PLC	\$
60	Instrumentation & Controls	\$
65	Conduit & Wire	\$
70	CARROLL CANYON SITE	\$
80	Pump Replacement	\$
90	Valve & Piping Modifications	\$ 6,034.00
100	Hydro Tank System Modifications	\$
110	VFD	\$
120	PLC	\$
130	Instrumentation & Controls	\$
135	Conduit & Wire	\$
140	EL CAMINO SITE	\$
150	Pump Replacement	\$
160	Valve & Piping Modifications	\$ 6,034.00
170	Hydro Tank System Modifications	\$
180	VFD	\$
190	PLC	\$
200	Instrumentation & Controls	\$
210	Conduit & Wire	\$
220	Coating Primary Wet Well ALL SITES	\$310,911.00
230	PROJECT MOBILIZATION	\$
Payment & Performance Bond Cost:		\$ 7,072.50
Total Subcontract Amount:		\$ 335,891.00



The name of proposed Bonding Company is: PPS Coatings

Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless KEAR does not send Bidder a Subcontract within ninety (90) calendar days after opening date of Bid Proposals.

ALTERNATE NO. 1

DESCRIPTION OF ALTERNATE: Provide Coating/repair of leaking wet well & 15" connecting pipe

ADD - The sum of \$ 57,006.00

The Bidder understands that the Owner and KEAR reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRAITE:

The bidder has completed the Prequalification process Yes/No

**Prequalification process can be completed using the following links:*

<https://app.buildingconnected.com/create-account>

RESPONSIVE BID REQUIREMENTS:

If any exceptions are taken to the requirements of this Proposal Form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	TB
	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 90 calendar days.	TB
	(initials)
In submitting this Proposal, the bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	TB
	(initials)
If submitting this as described herein, we confirm we have received, reviewed, and agree to all commercial terms of KEAR Civil Corporation's Subcontract Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. It is understood that the bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.	TB
	(initials)

In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	TB
	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O&M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	TB
	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification is not completed as part of the Bid Submission.	TB
	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	TB
	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	TB
	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	TB
	(initials)

SCOPE SPECIFIC RESPONSIVE BID REQUIREMENTS:

Pricing Includes coating new wet well piping and up to 100 SF of wet well coating repair for the primary and back up wet well at each site.	TB
	(initials)
Pricing includes painting all hydrotank air piping and final tank coating.	TB
	(initials)
Pricing includes at least 2 mobilizations per site.	TB
	(initials)
Pricing includes coating of all newly installed piping	TB
	(initials)



7-11-22

Sedona Wet Wells

Kear Civil
Quote # PPS22-072 R2

Lance,

PPS Coatings is pleased to offer you the following quote for the above referenced project:

SCOPE OF WORK INCLUDES:

- Labor, material, and equipment to prep and coat 3ea sites per supplied plans, specs and Kear stated SOW.
 - Brewer Primary Wet Well - **\$80,087.00**
 - CSP4-6 surface prep
 - Resurfacer (1/4" allowance)
 - 1 coat of Saueriesen 210xhb @ 250mils
 - New pump piping
 - On top of MFG prep/prime
 - Deduct for 125 mils - **-\$10,327.00**
 - Brewer Backup Well Spot Repair - **\$7,875.00**
 - Up to 100SF of concrete WW coating repair
 - Spot repair as needed
 - Brewer New Above Grade Piping and Hydro Tank Exterior - **\$12,912.00**
 - Intermediate and topcoat are on top of MFG prep/prime
 - Camino Wet Well - **\$71,964.00**
 - CSP4-6 surface prep
 - Resurfacer (1/4" allowance)
 - 1 coat of Saueriesen 210 @ 250mils
 - On top of MFG prep/prime
 - Deduct for 125 mils - **-\$8,613.00**
 - Camino Backup Well Spot Repair - **\$7,875.00**
 - Up to 100SF of concrete WW coating repair
 - Spot repair as needed
 - Camino New Above Grade Piping - **\$6,034.00**
 - Intermediate and topcoat are on top of MFG prep/prime
 - Carrol Wet Well - **\$148,147.00**
 - CSP4-6 surface prep
 - Resurfacer (1/4" allowance)
 - 1 coat of Saueriesen 210 @ 250mils
 - New pump piping
 - On top of MFG prep/prime
 - Deduct for 125 mils - **-\$22,414.00**
 - Carrol Backup Well Spot Repair - **\$7,875.00**
 - Up to 100SF of concrete WW coating repair
 - Spot repair as needed
 - Carrol Bypass Well - **\$50,228.00**

- CSP4-6 surface prep
- Resurfacer (1/4" allowance)
- 1 coat of Saueriesen 210 @ 250mils
 - Deduct for 125 mils - **-\$5,393.00**
- Carrol New Above Grade Piping - **\$6,034.00**
 - Intermediate and topcoat are on top of MFG prep/prime
- 24" x 6' Crossover PVC pipe Lining - **\$6,778.00**
 - SSPC-SP2/3
 - 1 coat of Saueriesen 210hxb @ 250mils

Clarifications:

- All work to be performed according to OSHA and site specific safety regulations
- Quote valid for 30 days from date of proposal
- Pay Terms are Net 30 if not specified in a contract
- PPS to supply coating MFG written submittal/recommendation
- Accounting for resurfacing up to 1/4"
- Any concrete repairs to be performed by "others"
- Klear to isolate and clean wells prior to PPS mobilization
- Klear to remove any piping, pumps or bracket needed to perform coating application
- Work will need to be performed during the evening during descending temperatures
- Entire quoted scope to be awarded. Any removal of scope subject to updated pricing.

Excludes:

- Mics Taxes including sales Tax.
- 3rd party testing or inspection
- Freight
- Delays in work caused by other trades
- OT/Accelerated schedules
- Bonds and permits
- Hazardous materials / lead abatement
- Concrete repairs
- Steel repairs
- DH/Heating/cooling equipment
- Containment systems

Sincerely,

Tony Bodzioney

Professional Piping Systems
480-825-2413

ASME CERTIFICATE HOLDERS / S STAMP #52377 – U STAMP #52378 – ROC #302839





BID PROPOSAL

Date: July 6 2022

Bid proposal of * A-O Painting, Inc. (herein called "Bidder") a
** Corporation _____ organized and existing under the laws of the
State of: Arizona

- * Insert name of firm
- ** Insert corporation, partnership, or individual, as applicable.

TO: KEAR Civil Corporation (Construction Manager)
Attn: Matt Smith (matt.smith@kearcorp.com)
Attn: Dan Burch (dan.burch@kearcorp.com)

The bidder, in compliance with your Invitation for Bids for the construction of City of Sedona Major Lift Station Upgrades (100% GMP) and having examined all Contract Documents, and being familiar with the site of the proposed work, and with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the work required.

After Bid Proposals are received, tabulated, and evaluated by KEAR, said Bidder agrees to meet with KEAR for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown, a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials, and their manufacturers proposed for use in the work if requested.

The Bidder, if awarded a Subcontract, agrees to commence the work and to fully complete its Work in accordance with a schedule to be established in collaboration with KEAR under the provisions of the Contract Documents.

The Bidder acknowledges receipt of the following Addenda: Changes made "For Construction" Documents



BASE BID:

The bidder agrees to perform all scope of work/services for Work Package: COATINGS

written Lump Sum of: Seven Hundred Eighty-Six Thousand Five Hundred Ninety-Four and Zero Cents

and DOLLARS of: (\$ 786,594.00)

*Attach subcontractor proposal for clarifications, details, and exclusions.

BASE BID BREAKDOWN:

5	BREWER SITE	\$
10	Pump Replacement	\$
20	Valve & Piping Modifications	\$ 19,130.00
30	New Hydro Tank System Complete	\$ 7,315.00
40	VFD	\$
50	PLC	\$
60	Instrumentation & Controls	\$
65	Conduit & Wire	\$
70	CARROLL CANYON SITE	\$
80	Pump Replacement	\$
90	Valve & Piping Modifications	\$ 17,660.00
100	Hydro Tank System Modifications	\$
110	VFD	\$
120	PLC	\$
130	Instrumentation & Controls	\$
135	Conduit & Wire	\$
140	EL CAMINO SITE	\$
150	Pump Replacement	\$
160	Valve & Piping Modifications	\$ 19,130.00
170	Hydro Tank System Modifications	\$
180	VFD	\$
190	PLC	\$
200	Instrumentation & Controls	\$
210	Conduit & Wire	\$
220	Coating Primary Wet Well ALL SITES	\$686,886.00
230	PROJECT MOBILIZATION	\$ 13,563.00
Payment & Performance Bond Cost:		\$ 22,910.00
Total Subcontract Amount:		\$ 786,594.00



The name of proposed Bonding Company is: Tokio Marine HCC

Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless KEAR does not send Bidder a Subcontract within ninety (90) calendar days after opening date of Bid Proposals.

ALTERNATE NO. 1

DESCRIPTION OF ALTERNATE: Provide Coating/repair of leaking wet well & 15" connecting pipe

ADD - The sum of \$ 34,585.00

The Bidder understands that the Owner and KEAR reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRAITE:

The bidder has completed the Prequalification process Yes/No

**Prequalification process can be completed using the following links:*

<https://app.buildingconnected.com/create-account>

RESPONSIVE BID REQUIREMENTS:

If any exceptions are taken to the requirements of this Proposal Form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	AO
	(initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 90 calendar days.	AO
	(initials)
In submitting this Proposal, the bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	AO
	(initials)
If submitting this as described herein, we confirm we have received, reviewed, and agree to all commercial terms of KEAR Civil Corporation's Subcontract Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. It is understood that the bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.	AO
	(initials)

In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	AO (initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O&M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	AO (initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification is not completed as part of the Bid Submission.	AO (initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	AO (initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	AO (initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	AO (initials)

SCOPE SPECIFIC RESPONSIVE BID REQUIREMENTS:

Pricing Includes coating new wet well piping and up to 100 SF of wet well coating repair for the primary and back up wet well at each site.	AO (initials)
Pricing includes painting all hydrotank air piping and final tank coating.	AO (initials)
Pricing includes at least 2 mobilizations per site.	AO (initials)
Pricing includes coating of all newly installed piping	AO (initials)



BID PROPOSAL

Date: June 23, 2022

Bid proposal of * **Riley Industrial Services, Inc.** (herein called "Bidder") a
** **S-Corporation** organized and existing under the laws of the
State of: New Mexico

* Insert name of firm

** Insert corporation, partnership, or individual, as applicable.

TO: KEAR Civil Corporation (Construction Manager)

Attn: Matt Smith (matt.smith@kearcorp.com)

Attn: Dan Burch (dan.burch@kearcorp.com)

The bidder, in compliance with your Invitation for Bids for the construction of City of Sedona Major Lift Station Upgrades (100% GMP) and having examined all Contract Documents, and being familiar with the site of the proposed work, and with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the progress of work to date, if any, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the work required.

After Bid Proposals are received, tabulated, and evaluated by KEAR, said Bidder agrees to meet with KEAR for the purpose of determining any duplications, omissions, or mutually agreed bid adjustments. For these meetings, the Bidder agrees to provide a complete, detailed cost breakdown, a list of all sub-subcontractors proposed for use in the work; and a list of all items, materials, and their manufacturers proposed for use in the work if requested.

The Bidder, if awarded a Subcontract, agrees to commence the work and to fully complete its Work in accordance with a schedule to be established in collaboration with KEAR under the provisions of the Contract Documents.

The Bidder acknowledges receipt of the following Addenda: #1



BASE BID:

The bidder agrees to perform all scope of work/services for Work Package: COATINGS
written Lump Sum of: Five hundred thousand nine hundred thirty eight dollars and no 100's
and DOLLARS of: (\$ 500,938.00)

*Attach subcontractor proposal for clarifications, details, and exclusions.

BASE BID BREAKDOWN:

5	BREWER SITE	\$
10	Pump Replacement	\$ N/A
20	Valve & Piping Modifications	\$ 12,123.00
30	New Hydro Tank System Complete	\$ 11,713.00
40	VFD	\$ N/A
50	PLC	\$ N/A
60	Instrumentation & Controls	\$ N/A
65	Conduit & Wire	\$ N/A
70	CARROLL CANYON SITE	\$
80	Pump Replacement	\$ N/A
90	Valve & Piping Modifications	\$ 9,560.00
100	Hydro Tank System Modifications	\$ 5,478.00
110	VFD	\$ N/A
120	PLC	\$ N/A
130	Instrumentation & Controls	\$ N/A
135	Conduit & Wire	\$ N/A
140	EL CAMINO SITE	\$
150	Pump Replacement	\$ N/A
160	Valve & Piping Modifications	\$12,123.00
170	Hydro Tank System Modifications	\$ 5,478.00
180	VFD	\$ N/A
190	PLC	\$ N/A
200	Instrumentation & Controls	\$ N/A
210	Conduit & Wire	\$ N/A
220	Coating Primary Wet Well ALL SITES (walls, floor & ceilings)	\$437,051.00
230	PROJECT MOBILIZATION	\$ (Included in above prices)
	Payment & Performance Bond Cost:	\$ 7,412.00
	Total Subcontract Amount:	\$ 500,938.00



The name of proposed Bonding Company is:

Commercial West Insurance Agency

Bidder agrees that this Bid Proposal shall be good and may not be withdrawn unless KEAR does not send Bidder a Subcontract within ninety (90) calendar days after opening date of Bid Proposals.

ALTERNATE NO. 1

DESCRIPTION OF ALTERNATE: Provide Coating/repair of leaking wet well & 15" connecting pipe

ADD - The sum of \$ 56,975.00

The Bidder understands that the Owner and KEAR reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

SELECT AS APPROPRAITE:

The bidder has completed the Prequalification process

Yes/No
(Handwritten circle around 'Yes')

**Prequalification process can be completed using the following links:*

<https://app.buildingconnected.com/create-account>

RESPONSIVE BID REQUIREMENTS:

If any exceptions are taken to the requirements of this Proposal Form, attach a separate sheet listing those exceptions, stating the sections and paragraphs and the specific exception.	<i>RSJ</i> (initials)
In submitting this proposal, the Bidder certifies that this bid is valid for 90 calendar days.	<i>RSJ</i> (initials)
In submitting this Proposal, the bidder certifies that all cost for extended warranties to start on the date of Substantial Completion is included.	<i>RSJ</i> (initials)
If submitting this as described herein, we confirm we have received, reviewed, and agree to all commercial terms of KEAR Civil Corporation's Subcontract Agreement. Any exception taken to the commercial terms stated in these Agreements must be listed on a separate sheet noting the article or paragraph and the specific exception. It is understood that the bidders attached Standard Terms and Conditions will not be acknowledged or accepted as part of any given bid.	<i>RSJ</i> (initials)

In submitting this proposal as described herein, the Bidder certifies that this bid is coordinated based on a complete set of documents and that there will be no claims for change order based on the assertion that the Bidder did not have a complete set of Bidding Documents.	RSD
	(initials)
In submitting this proposal, the Bidder certifies that they have included all spare parts, training, O&M Manuals, shop drawings and administration costs as associated to comply with the requirements of the specifications and as listed for their scope of work.	RSD
	(initials)
A bid will be considered non-responsive if the Subcontractor Pre-Qualification is not completed as part of the Bid Submission.	RSD
	(initials)
The Bidder, by submitting their bid, represents that they have read and understand the scope requirements of the Bidding Documents.	RSD
	(initials)
The Bidder certifies that any proposed materials in this scope of work meet or exceeds the requirements stated in the specifications unless noted otherwise within this proposal.	RSD
	(initials)
The bidder certifies that the price listed in this bid is a firm Price through the final delivery of the materials proposed herein, and that no material escalation will be accepted as part of this proposal.	
	(initials)

SCOPE SPECIFIC RESPONSIVE BID REQUIREMENTS:

Pricing Includes coating new wet well piping and up to 100 SF of wet well coating repair for the primary and back up wet well at each site.	RSD
	(initials)
Pricing includes painting all hydrotank air piping and final tank coating.	RSD
	(initials)
Pricing includes at least 2 mobilizations per site.	RSD
	(initials)
Pricing includes coating of all newly installed piping	RSD
	(initials)

WORK PACKAGE EVALUATION



Project: Major Lift Station Upgrades
Owner: City of Sedona
GMP No & Date: GMP 2 - July 15, 2022
Work Package: Material Testing / Quality Control
Bid Date: 6/28/2022

RECOMMENDED

COMPANY INFORMATION		Western Tech	Speedie & Assoc	Alpha Geotech
		Carrie Asher	Andrea Fischer	Kevin Woudenberg
		928-774-8700	602-997-6391	602-453-3265
		fgmarketing@wt-us.com	afischer@speedie.net	kwoudenberg@alphageotech.com
GMP 2- Lift Station Construction -100%		Required Scope	\$8,922	NO BID
KEAR Subcontract & Front End/Owner Terms		Yes/No		
1	Compliant with KEAR Front Ends	Yes	Yes	No
2	Bid on KEAR Bid Form	No	N/A	N/A
3	Insurance Requirements Per Matrix	Yes	Yes	Yes
5	Surety Company Acceptable	No	Bond not required for this scope	Bond not required for this scope
6	Bond Cost	No	N/A	N/A
7	Building Connect Prequal Confirmed	Yes	In Progress	No
8	Acknowledges Addenda	Yes	Yes	No
9	Acknowledges Soils Report	No	N/A	N/A
10	Hold bid for 90 Days	Yes	Yes	Yes
Scope of Work:		Yes/No		
11	Provides all required material testing / qc services required?	Yes	Yes	Yes
12	Meets requirements of 01450 including qualifications?	Yes	Yes	Yes
13	Can provide special inspection(s) for concrete scope?	Yes	Yes-ICC Certified	Yes
14				



Western Technologies Inc.
The Quality People
Since 1955

Northern Arizona Unit

Flagstaff - 2400 East Huntington Drive - 928-774-8700
Cottonwood - 343 E Cherry Street - 928-634-5337
Lakeside - 1838 W. Commerce Drive, Suite C - 928-368-5568
Prescott - 1040 Sandretto Drive, Suite C - 928-443-5010

QUOTATION FOR SERVICES

Ref. # 2542PV076

To: Kear Civil Corp
Attn: Lance Tollefson
Re: Sedona Lift Station Upgrades
Sedona, Arizona

Page 1 of 3

Date: 06/27/22

Western Technologies Inc. (WT) is very interested in providing material testing and special inspection services for you on the subject project. Estimated quantities are based on an assumed schedule. Final testing cost will be determined by the actual number of call outs and samples taken.

<i>Qty</i>	<i>Unit</i>	<i>Description</i>	<i>Rate, \$</i>	<i>Extension, \$</i>
Concrete:				
Assuming 3 concrete visits at each location.				
9	Visit	Engineering Technician (ET) Site Visit: Sampling and Testing	260.00	2,340.00
36	Each	Compression Test on Concrete Cylinders	22.00	792.00
9	Each	ET: Concrete Sample Pick-up	130.00	1,170.00
9	Hour	ET Additional Time On-site	75.00	675.00
Special Inspections:				
Assuming 3 reinforcement inspections and 1 post-installed anchor inspection at each location.				
9	Visit	Special Inspector (SI) Site Visit: Reinforcing Steel	290.00	2,610.00
3	Visit	SI Site Visit: Post-Installed Anchors	290.00	870.00
Project Oversight:				
3	Hour	Project Manager	110.00	330.00
1	Hour	Project Engineer	135.00	135.00
Total Estimate for Assumed Schedule				\$ 8,922.00

Notes on Estimate(s) provided herein:

- * Site visit includes travel, up to 2 hours on site and report. After initial 2 hours on site, applicable hourly rate for Engineering Technician (\$75.00) or Special Inspector (\$85.00) is applied.
- * Personal rates are based on straight time. Partial hours are rounded to the nearest 0.5 hour. Extra Hours rate is 1.5 times the regular rate and include hours after 8 hours on site, weekends and hours outside of normal work times.
- * Estimated quantities are based on an assumed schedule. Final service cost will be determined by the actual number of call outs, samples taken and types of testing done. If services are requested which are not included here, the rates charged will be those of WT's Fee Schedule in effect at the time of the request. WT provides many other services not listed. Rates for these services provided upon request.
- * WT does not provide materials, equipment or personnel involved in the actual construction. Therefore, items such as retainage, prevailing wages, payroll submittals, and warranties are not applicable.

This quote is subject to WT's standard Terms and Conditions (WT form No. 120). Please contact us with any questions regarding our estimate.

EXECUTED BY WT:	EXECUTED BY CLIENT:
/s/ David Montgomery _____ WT's Authorized Representative	_____ Client's Authorized Representative Signature
David Montgomery _____ Typed or Printed Name	_____ Typed or Printed Name and Title
Project Manager _____ Title	_____ Company Name
June 27, 2022 _____ Date	_____ Date

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

June 17, 2022

Matt Smith
Kear Civil Corporation
22555 N. 20th Avenue
Phoenix, AZ 85027

RE: Proposal For Construction Materials Testing / Special Inspection
Sedona Major Lift Station Upgrades
Sedona, AZ
Proposal No. 81161 TF

Dear Mr. Smith:

We hereby submit our proposal to perform construction materials testing services for the referenced project. All work will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

Speedie & Associates is completely staffed and equipped to provide the necessary testing for this project. We participate in and are accredited by AMRL and CCRL Laboratory Inspection and Reference Sample Programs, as well as being an ADOT referee laboratory. Our technicians participate in the ACI, ATI and NICET certification programs. Speedie and Associates meets or exceeds all requirements contained within ASTM E329, C1077, and C1093.

We will provide, as scheduled by the responsible party, such personnel and equipment as necessary to observe or test work performed. All scheduled construction materials testing shall be performed on an on-call basis. Our personnel will perform all tests and specimen preparation and will prepare a Daily Field Report for each day spent at the site. These reports, together with all test data, will be transmitted on a timely basis to those parties designated by the client.

We have provided a budget estimate of **\$21,750.00** for the amount of work required for this project based on our experience on similar projects. It should be noted, however, that we have no control over the contractor's construction methods and work schedule, and actual charges may vary. Hourly rates are billed portal-to-portal from our Flagstaff Office.

Any additional office support and other services **provided at your specific request** will be billed per our standard Fee and Rate Schedule and Schedule of Fees for Laboratory Testing. Rates on Sundays and holidays will be increased by 35 percent. Invoices will be submitted on a monthly basis for work completed, to be paid within 30 days.



We appreciate the opportunity to submit this proposal for your consideration. If our unit rates and standard terms and conditions as attached are satisfactory, please sign the proposal, initial the standard terms and conditions and return it for our records. We look forward to working with the members of the construction team on this project.

**Respectfully Submitted,
Speedie & Associates**

**Garry Edison
Assistant Project Manager**

**Attachments: Cost Breakdown
Unit Rate Schedule
Terms and Conditions**

APPROVED AND ACCEPTED

For: _____

By: _____

Date: _____

PROJECT ESTIMATE SUMMARY - Construction Materials Testing/Special Inspections

Project Name: **Sedona Major Lift Station Upgrades**

Proposal No.: **81161TF**

Date: **6/17/22**

LABOR TOTALS	Rate	Qty	Total Cost
Travel (Trip Charges)	\$60.00	45	\$2,700.00
Sample Pickup Hourly	\$65.00	20	\$1,300.00
Field Density Testing	\$65.00	85	\$5,525.00
Structural Special Inspection	\$85.00	63	\$5,355.00
Caisson/Footing Inspection	\$85.00	0	\$0.00
Concrete/Grout/Mortar Testing	\$65.00	50	\$3,250.00

Labor Subtotal \$18,130.00

LABORATORY TESTING

Sieve Analysis	\$80.00	4	\$320.00
Plasticity Index	\$75.00	4	\$300.00
Proctor	\$135.00	4	\$540.00
Specific Gravity	\$90.00	4	\$360.00
Mortar - Compressive Strength	\$90.00	4	\$360.00
Grout - Compressive Strength	\$60.00	2	\$120.00
Concrete - Compressive Strength	\$90.00	10	\$900.00
Extraction/Gradation	\$175.00	0	\$0.00
Marshall	\$135.00	0	\$0.00
Rice - Theoretical Unit Weight	\$150.00	0	\$0.00
Asphalt Moisture Content	\$30.00	0	\$0.00
Other Lab Tests	\$0.00	0	\$0.00

Laboratory Subtotal \$2,900.00

ADDITIONAL SERVICES

EIFS Inspection:	\$85.00	0	\$0.00
Termiticide Sampling	\$85.00	0	\$0.00
Floor Flatness surface analysis	\$85.00	0	\$0.00
Slab Moisture Detection	\$85.00	0	\$0.00
Sprayed-On Fireproofing	\$85.00	0	\$0.00
Roofing Inspection	\$85.00	0	\$0.00

Additional Services Subtotal \$0.00

PROFESSIONAL SERVICES

Principal - Engineer	\$150.00	0	\$0.00
Project Manager	\$125.00	2	\$250.00
Project Engineer/Geologist	\$110.00	0	\$0.00
Administrative	\$55.00	4	\$220.00
Special Inspection Certificate (if required)	\$250.00	1	\$250.00

Professional Services Subtotal \$720.00

Estimated Project Total	\$21,750.00
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ENGINEERING SERVICES

Northern Arizona 2022 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 150.00
Project Manager	125.00
Sr. Geologist/Engineer	125.00
Project Engineer/Geologist	110.00
Environmental Specialist	90.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	85.00
Staff Engineer/Geologist	85.00
Sr. Engineering Technician	75.00
Draftsman	75.00
Materials Testing Technician	65.00
Clerical/Administrative	55.00
Trip Charge	60.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

WORK PACKAGE EVALUATION



Project: Major Lift Station Upgrades
Owner: City of Sedona
GMP No & Date: GMP 2 - July 15, 2022
Work Package: Sawcutting
Bid Date: 6/28/2022

RECOMMENDED

COMPANY INFORMATION		Northern AZ Sawcutting Maurly Lawler 928-300-2887 sawcuts@msn.com	Penhall Brian Gonzalez 714-292-6966 bgonzales@penhall.com	Concrete Coring Co Shane 602-291-3179 shane@concretecoringaz.com	
GMP 2- Lift Station Construction -100%		Required Scope	\$3,490	\$13,503	NO BID
KEAR Subcontract & Front End/Owner Terms		Yes/No			
1	Compliant with KEAR Front Ends	Yes	Yes	Yes	
2	Bid on KEAR Bid Form	Yes	NA	NA	
3	Insurance Requirements Per Matrix	Yes	Yes	Yes	
4	Surety Company Acceptable	No	NA	NA	
5	Bond Cost	No	Bond not required for this scope	Bond not required for this scope	
6	Building Connect Prequal Confirmed	Yes	Qualified	Qualified	
7	Acknowledges Addenda	No	Yes	Yes	
8	Acknowledges Soils Report	No	NA	NA	
9	Hold bid for 90 Days	Yes	Yes	Yes	
Scope of Work:		Yes/No			
10	Can provide sawcutting as required and in accordance with CPM?	Yes	Yes	Yes	

Lance Tollefson

From: MAURICE LAWLER <sawcuts@msn.com>
Sent: Friday, July 08, 2022 2:01 PM
To: Lance Tollefson
Subject: Fwd: Coring - Sedona Lift Stations 100% CMAR

Everything looks good. Thank you

Maury Lawler

Pro Concrete Cutting Inc. DBA
Northern Arizona Sawcutting & Coring
Maurice (Maury) Lawler. President
4330 E Navajo Ln
Rinrick, Az. 86335
(928)-300-2887
sawcuts@msn.com

From: MAURICE LAWLER <sawcuts@msn.com>
Sent: Friday, July 8, 2022 8:08:06 AM
To: Travis Lease <travis@securityinsurancegroup.net>
Subject: Fwd: Coring - Sedona Lift Stations 100% CMAR

Pro Concrete Cutting Inc. DBA
Northern Arizona Sawcutting & Coring
Maurice (Maury) Lawler. President
4330 E Navajo Ln
Rinrick, Az. 86335
(928)-300-2887
sawcuts@msn.com

From: Lance Tollefson <lance.tollefson@kearcorp.com>
Sent: Wednesday, July 6, 2022 3:01:28 PM
To: MAURICE LAWLER <sawcuts@msn.com>
Subject: RE: Coring - Sedona Lift Stations 100% CMAR

Maury,
Can you please confirm the following questions? We need back ASAP please.

See link for info below. <https://www.dropbox.com/sh/akqn361o6zjktry/AADQXIMxFDEazsbJne1bA1oia?dl=0>

Compliant with KEAR Front Ends? – (Our sub agreement))

Comply with Insurance Requirements Per Matrix?

Acknowledge Addendum #1?

Hold bid for 90 days?

Can you please follow this link and pre-qualify?

<https://app.buildingconnected.com/public/qm/54e5712a521e551900791178>

Thank you,

Lance Tollefson | Estimator

KEAR Civil Corporation | 22555 N. 20th Ave. Phoenix, AZ 85027
Tel: 623-742-2313 | Fax: 623-580-1101 | www.kearcorp.com

From: MAURICE LAWLER
Sent: Wednesday, June 29, 2022 7:01 AM
To: Lance Tollefson <lance.tollefson@kearcorp.com>
Subject: Re: Coring - Sedona Lift Stations 100% CMAR

Cores are \$55 each
Minimum is \$325
No trip charge

Pro Concrete Cutting Inc. DBA
Northern Arizona Sawcutting & Coring
Maurice (Maury) Lawler. President
4330 E Navajo Ln
Rinrick, Az. 86335
(928)-300-2887
sawcuts@msn.com

From: Lance Tollefson <lance.tollefson@kearcorp.com>
Sent: Wednesday, June 29, 2022 6:29:11 AM
To: MAURICE LAWLER <sawcuts@msn.com>
Subject: RE: Coring - Sedona Lift Stations 100% CMAR

Need cost to core drill

3" hole through 12" concrete slab (2 ea per site) 6 total
3" hole through 12" wall 22 total
3 separate mobs-please include adder cost for mob in case we need more than 3

Lance Tollefson | Estimator

KEAR Civil Corporation | 22555 N. 20th Ave. Phoenix, AZ 85027
Tel: 623-742-2313 | Fax: 623-580-1101 | www.kearcorp.com

From: MAURICE LAWLER
Sent: Tuesday, June 28, 2022 4:27 PM
To: Lance Tollefson <lance.tollefson@kearcorp.com>
Subject: Re: Coring - Sedona Lift Stations 100% CMAR



Concrete Sawing, Drilling, Scanning and Breaking

PROPOSAL

Date:	6/27/2022	Phone:	623.742.2313
Attention:	Lance		
Company:	Kear Civil Corporation	Email:	lance.tollefson@kearcorp.com
Re:	Sedona Lift Stations		

Thank you for the opportunity to submit this proposal for your consideration. I have listed below a scope of work outlining what is included in the quoted price. Please feel free to contact me with any questions. **Penhall Company** proposes to furnish labor and equipment to:

Core Drill: (6) 3" hole through 12" concrete slab (2 ea. per site)

Core Drill: (22) 3" hole through 12" wall

Note:

- Hourly Rate will be charged Portal to Portal
- A 5% Fuel Surcharge will be added to every invoice
- A 5% Environmental fee will be added to every invoice
- Price based on regular working hours M-F (7am – 3:30pm)
- OT adds \$40.00 per hour per man
- Kear to provide access to coring locations – lifts and/or Scaffolding
- Price based on reasonable access to coring locations – no obstructions
- Power and Water to be provided by Kear Civil
- *Price based on (3) mobilizations – Each additional mob adds \$1,895.00*

DESCRIPTION	QTY	Diameter/LF/SF	Thickness	Price	AMOUNT
Core Drill: (6) 3" hole through 12" concrete slab (2 ea. per site)	6	3"	Up to 12"	-	
Core Drill: (22) 3" hole through 12" wall	22	3"	Up to 12"	-	
*Price based on (3) Mobilizations					
				Sub total	\$ 12,276.00
5% Fuel Charge					\$613.80
5% Environmental Fee					\$613.80
				Lump Sum	\$13,503.60

Hourly rate will be charged for all time on site and travel from and to our local branch office. Orientation, badging and drug testing, parking fees, permitting, utility location, call before you dig, temporary walls and barricades, bonding, liquidated damages, retainage, layout, cleaning and power washing are all excluded. The price is based on one mobilization only and continuous, clear and unobstructed access to the work. If the scope changes or quantity, dimensions or thickness exceed those qualified herein, additional charges will apply. The Proposal Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Proposal Price, or, alternatively, shall provide Penhall with acceptable proof of tax exemption. Customer understands and agrees that Penhall's Standard Terms and Conditions (which are available on Penhall's website <https://www.penhall.com/terms-conditions/> or by request) are incorporated by reference into this Proposal and shall apply, in addition to the terms of this Proposal, to all transactions between Customer and Penhall related to this Proposal. Any subsequent subcontract agreement issued to Penhall Company shall include Penhall Company Standard T&M Rates. Any deviation from Penhall Standard Terms and Conditions may result in additional charges. Penhall's standard warranty will apply to all services. A 5% Environmental/Compliance Fee & 5% Fuel Surcharge will be added to all invoices.

PROPOSAL IS BASED ON THE EXCLUSIONS AND CONDITIONS BELOW. PLEASE READ CAREFULLY

Additional charges will apply with change of conditions.

- Proposal expires after 30 days if not accepted in the same period.
- Pricing excludes retention.
- Based on imbedded steel reinforcement no larger than #4 rebar. Does not include sawing or drilling through steel angle or plates.
- Any non-productive time caused by others (i.e., layout, inaccessibility, etc.) will incur additional cost at applicable hourly rates.
- Night, weekend and holiday work will incur additional charges.
- Customer is responsible for providing a designated area to dispose of slurry or wastewater on site.
- Penhall Company is not responsible for any water damage that may occur.
- One mobilization is included. Additional mobs may incur an additional charge.
- All protection of surrounding area including walls, floors, finishes, furniture, fixtures and equipment is excluded. All cleaning is excluded.
- Covering of holes and openings for safety purposes is excluded.
- Layout, access, protecting public from harm's way, shoring and bracing, traffic control and barricades, and locating, cutting, capping and protection of utilities is excluded.

Please sign and e-mail to bgonzales@penhall.com upon acceptance. A signed proposal is required prior to Penhall mobilization.

Accepted by:		Submitted by:	Brian Gonzales
Title:			for Penhall Company, Inc.
Company:		Cell Number:	714.292.6966
Date:		Date:	6/27/2022 Page 214

Lance Tollefson

From: Lance Tollefson
Sent: Wednesday, June 08, 2022 3:07 PM
To: shane@concretecoringaz.com
Subject: Coring - Sedona Lift Stations 100% CMAR
Attachments: Invitation To Bid-Sedona Lift Station Upgrades.pdf

Called and had a dialogue with Shane and he confirmed he will bid.
After several contact attempts - no answer and no bid. - LT

Shane,

This is the final round of pricing to be used to award contracts to vendors and contractors. Please see attached for invitation.

Need cost to core drill

3" hole through 12" concrete slab (2 ea per site) 6 total

3" hole through 12" wall 22 total

3 separate mobs-please include adder cost for mob in case we need more than 3

KEAR Civil Corporation has been selected as the **Construction Manager** for the City of Sedona Major Lift Station Upgrades project. We are requesting quotes at this time from subcontractors and suppliers for the various scopes of work associated with this project.

A PRE-PROPOSAL CONFERENCE AND SITE WALK will be held onsite (Brewer LS) at 10AM June 13, 2022. If you plan to attend the site visit you must contact Matt Smith at the contact noted below. RFI's will be due in writing by end of business June 14, 2022. Electronic Bids (email) will be due by 3PM June 24, 2022 and must be sent to the email address below:

matt.smith@kearcorp.com

Project plans, specifications and exhibits are available via the Drop Box link below. Please click on the link below for access to the RFP, project documents and exhibits.

<https://www.dropbox.com/sh/akqn361o6zjktry/AADQXIMxFDEazsbJne1bA1oia?dl=0>

Thank you,

Lance Tollefson | Estimator

KEAR Civil Corporation | 22555 N. 20th Ave. Phoenix, AZ 85027
Tel: 623-742-2313 | Fax: 623-580-1101 | www.kearcorp.com

WORK PACKAGE EVALUATION



Project: Major Lift Station Upgrades
Owner: City of Sedona
GMP No & Date: GMP 2 - July 15, 2022
Work Package: Hot Tap / Tie-In Services
Bid Date: 6/28/2022

RECOMMENDED

COMPANY INFORMATION		Pipeline Services Bruce Martell 480-675-8767 bruce@pipelineservices.net	AZ Tap Masters Don Hardin 623-776-3132 azhottaps@gmail.com	KOPPL Kirk Hilva 323-888-2211 khilva@koppl.com
GMP 2- Lift Station Construction -100%		\$25,775	\$44,731	NO BID
KEAR Subcontract & Front End/Owner Terms		Yes/No		
1	Compliant with KEAR Front Ends	Yes	Yes	
2	Bid on KEAR Bid Form	No	NA	
3	Insurance Requirements Per Matrix	Yes	Yes	
4	Surety Company Acceptable	Yes	NA	
5	Bond Cost	No	Bond not required for this scope	Bond not required for this scope
6	Building Connect Prequal Confirmed	Yes	Yes	No
7	Acknowledges Addenda	Yes	Yes	Yes
8	Acknowledges Soils Report	No	NA	NA
9	Hold bid for 90 Days	Yes	Yes	15 Days only
Scope of Work:		Yes/No		
10	Provides required hot tap/tie-in services required?	Yes	Yes	Yes



Quotation

ARIZONA TAP MASTER
 5156 W. Olive Ave., #273
 Glendale, AZ 85302
 Phone (623) 776-3132 Fax (623) 776-3083
 ROC 257708

Date 7/1/2022

Quotation #
 Customer ID

Quotation For:

Lance Tollefson
 KEAR Civil Corporation
 22555 N. 20th Ave.
 Phoenix, AZ 85027
 Phone: 623-742-2313
 Cell:
 Email: lance.tollefson@kearcorp.com

Quotation valid until: 7/16/2022
 Prepared by: Don Hardin

Comments or Special Instructions:

Lead times for IV250 may vary depending on availability of materials at time of order. Current lead time for NON AIS is estimated at 3 months ARO and 4 plus months for AIS products ARO. Lead times are not guaranteed

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Don Hardin	REQUIRED				NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	14" Hydra Stop IV250 on DIP - Sewer Piping (OT hrs.)	43338.54	43,338.54
2	Roundtrip Travel to Sedona AZ on OT (2 Tech.s)	1750.00	3,500.00
2	Hotel and Per Diem per night per tech (\$350.00)	700.00	1,400.00
	Customer to supply: Class of Pipe, Pipe OD, Pipe ID, safe excavation and clear access to pipe. If customer cannot provide pipe OD/ID, a test tap will be required and an additional charge applied to invoice for all materials, labor and an additional mobilization prior to ordering the valve.		
1	14" X 2" Turnkey Hot Tap on Existing DIP Jobsite: Sedona Lift Station	3570.00	3,570.00
SUBTOTAL			\$ 51,808.54
0.0000%			\$ -
TOTAL			\$ 51,808.54

If you have any questions concerning this quotation, contact Don Hardin
 Phone: (623) 776-3132 - E-mail: azhottaps@gmail.com

THANK YOU FOR YOUR BUSINESS!

CUSTOMER TO SUPPLY

All Excavation, shoring (if required), ladders, scaffolding, man lifts, lifting devices and rigging for all equipment and materials, clear access to pipe, schedule all inspections, permits and taxes required. All Material for pipe modifications, pipe modifications, design, detail & installations of thrust blocks. Crane, forklift, Backhoe, trackhoe, to lift all equipment on / off truck, into work area and set into place for all Hot Tap and line Stop equipment 16" or larger and / or if TMI cannot get service truck within 10' of excavation, for 6" through 12" Line Stops. Maintain a dry and workable environment within the excavation when possible. Chlorination of hot tap / line stop fitting's and piping of new and or existing. Containment and disposal for all spills, disposal of all asbestos pipe (including all cut outs, coupons from all hot taps), and any hazardous and or non hazardous materials, and or liquids. Repair of any mortar lining/coating that may be damaged due to the hot tap or line stop insertion process for all CCP pipe. Supply all lighting if work is to be completed after hours after sundown. Any and all expedited freight cost for equipment and/or materials requested by the customer. Coordinate with the City to isolate and stop flow temporarily for all line stops 16" or larger during the insertion of the line stop('s) to insure that the line stop equipment is not damaged during this process. Customer to verify all pipe OD's and submit a list prior to ordering any and all line stop fittings.

SPECIAL CONDITIONS

Any materials ordered and returned will be subject to a 30% restocking fee. All special-order materials may not be returned. PO is required prior to ordering any and all materials.

This quote is based on normal business hours (unless otherwise noted).Any delays caused on jobsite that are of no fault to Tap Master, will be billed standby time at \$125.00 hr. for standard rate and \$165.00 /hr. for overtime rate per hour per man and \$195.00 /hr. for Premium time per hour per man.

HOT TAPS

Tap master does not guarantee the retrieval of the coupon. Mechanical failure could cause the coupon to enter the piping system. Hot tapping generates cutting chips. These chips may also enter the piping system. Both chips and coupons can be carried substantial distances by the flow. Tap Master is not responsible for retrieving the coupon or chips that may have entered the piping system and the customer agrees to hold Tap Master Inc. harmless from any damages or losses, direct or incidental, which might be caused by these materials. All cost associated with retrieving these materials will be the responsibility of the customer.

HOT TAPS / LINE STOPS ON CONCRETE LINED AND MORTAR COATED STEEL CYLINDER PIPE:

There is no guarantee the concrete lining will be fully recovered. Tap Master accepts no responsibility of the recovery or repair of the pipe lining. Should part of the concrete lining be lost during the hot tap, all cost associated with retrieving the lining will be the responsibility of the customer. Tap Master will not be responsible for any pipe failure.

MECHANICAL BOLT ON TAPPING SLEEVES

All mechanical bolt on hot tap/line stop sleeves are provided with a SBR or Buna gasket material that can expand and contract with temperature fluctuation causing the fitting to leak and should not be installed on pipe temperatures exceeding 180 degrees. Tap Master **cannot** be responsible for any leaking sleeves due to temperature fluctuation of piping system. If fluctuation is present on piping system please notify Tap Master to seek other alternatives.

PIPE FREEZE ISOLATION

In order to complete a pipe freeze, there must be NO FLOW in the line. If system cannot be isolated to STOP FLOW, then a conventional line stop would be recommended. Tap Master will not be responsible for any pipe or pipe failure that may crack or split due to defective pipe during the pipe freezing process.

LINE STOPS

Tap Master does not guarantee a 100% stop due to unknown and/or unforeseen internal pipe conditions, but will give a workable condition downstream of the line stop.

AZ TMI makes no guarantee that the placement of the line stop head (s) into the pipe the first time will provide a workable stop. It may be necessary to remove the line stop(s) & replace the sealing element. This is not considered delay of work at the jobsite.

All hot tap and line stop fittings are rated to 150PSI (Customer to verify pipe pressure does not exceed 150PSI)

Price is based on information provided by the customer. TMI to be notified by the customer of any changes in the scope of work within a reasonable time and/or as soon as they are aware of these changes. Price includes, Line Stop fittings, equipment and labor to complete (MISC.) Line Stop's (? PSI) and Line Stop Equipment to be onsite for up to () days, () technicians onsite for (?) consecutive business days at (8) hours per day / per man Monday Through Friday. No Weekend / Holiday's and or premium time included in cost.

Extra Days for Equipment: Each additional day equipment to be onsite will be charged and billed at (\$) per day per / line stop unit. Plus all Man Hours per day /per man at hourly rate.

Extra hours for technicians: will be charged at the rate of \$125.00 per hour / per man for straight time, \$165.00 per hour /per man for OT, and \$195.00 per hour /per man on Premium time. Straight Time defined as 7am - 3:30pm, Monday through Friday. Over Time defined as 3:30pm - 6:30pm, Monday through Friday and any weekend hours worked. Premium Time defined as any time after 12 hours work in a day and any time after 8 hours worked on weekends and any hours worked on a holiday.

Additional Hotel Cost: \$200.00 per night / per man for additional days past the (1) days included in price.

Additional Per diem Cost: \$50.00 per day / per man for additional days past the (1) days included in price.

Mobilization: () one mobilization to jobsite included in price. Additional charges will apply for extra days onsite and or extra mobilizations to jobsite. Should work be cancelled or rescheduled, Customer to pay all cost and expenses incurred by AZ TMI.

HYDRA STOP VALVE INSERTIONS

Hydra Stop Insta Valve Plus Valve's are special order and are NON RETURNABLE

Even though Tap Master uses the latest technology, Valve Insertions cannot always guarantee 100% bubble tight seal. The Valve Insertion utilizes the pipe I.D. for the seal. Pipe I.D.'s can vary based on pipe size and type of pipe. The Valve Manufacturer says that the Insertion Valve seal will give the customer a workable condition downstream but will be based on the pipe condition inside. (The Manufacturer does not guarantee a 100% seal) Insertion Valves have a low end and a top end sealing range based on the pipe I.D. It is recommended that if the customer does not know the pipe I.D. based on the type and class of the pipe per the manufacturer that it is best to complete a test tap prior to ordering the Insertion Valve in order to determine the pipe I.D. If Tap Master is unable to complete a test tap prior to ordering the Insertion Valve fitting, then it will be the customers responsibility to provide Tap Master with all the correct information to ensure that the correct Insertion Valve is ordered for the pipe it will be installed on. If completing a pressure test against the Insertion Valve, you may only test up to the actual line pressure at its current pressure at that time. Tap Master will not be responsible for defective pipe or pipe failure should it break or crack during the installation of the Insert Valve.

PUBLIC WORKS OR PREVAILING WAGE CERTIFIED PAYROLL:

If this is a public works, prevailing wage or PLA agreement project requiring certified payroll please contact our office for a revised quote to include the additional labor costs if not noted on the quote.

INSURANCE:

Tap Master supplies most standard insurance certificates. If this project is OCIP/CCIP insurance job, please contact Tap Master for a revised quote. All modified or special insurance requests are priced on request.

Payment Terms: NET 30

I have read the attached quote, terms and conditions and any special requirements necessary to complete the work. I agree that the technical data is correct and that I understand "Customer to Supply" requirements. Should I have any questions or need to make any changes to this quotation. I will have contacted Tap Master, Inc. and requested a revised quotation prior to signing and returning back this acceptance.

Signature:

Name:

Title:

Company:

Date:

Pipe O.D

Wall Thickness /
Pipe ID

_____ / _____

Type of Pipe

Class of Pipe

Line Pressure

Matt Smith

From: Matt Smith
Sent: Thursday, June 16, 2022 11:42 AM
To: Lance Tollefson
Cc: Matt Smith
Subject: KOPPL-Sedona Lift Stations

KOPPL does not want to mob to AZ for this job-declined to bid per phone call with Jared today at 11:25AM.

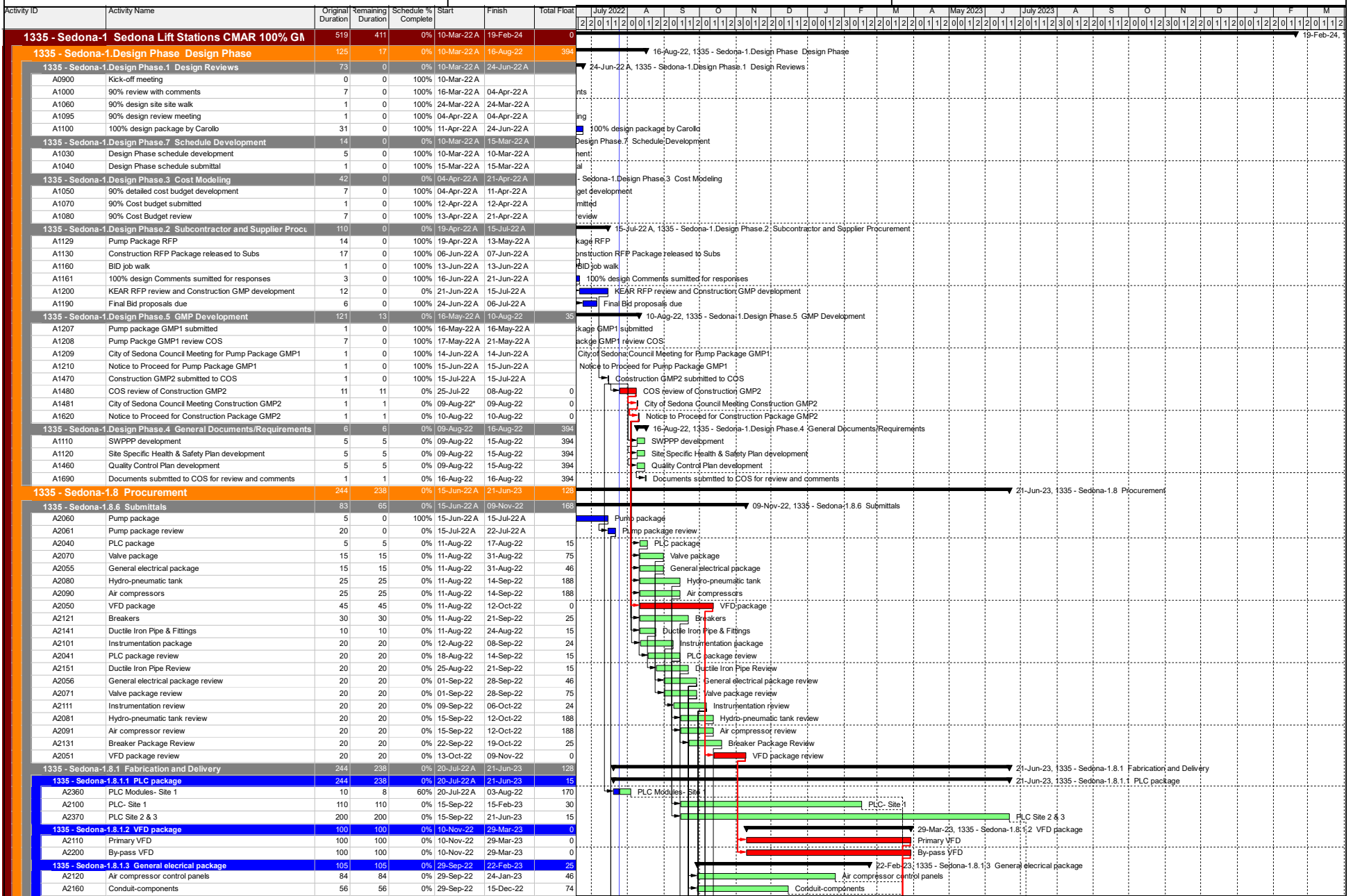
He indicated that Steve @ Tapmaster would bid 602-702-4761

Matt Smith | VP/Chief Estimator

KEAR Civil Corporation | 22555 N. 20th Ave. Phoenix, AZ 85027
Tel: 623-742-2329 | Fax: 623-580-1101 | www.kearcorp.com

7. Project Master Schedule

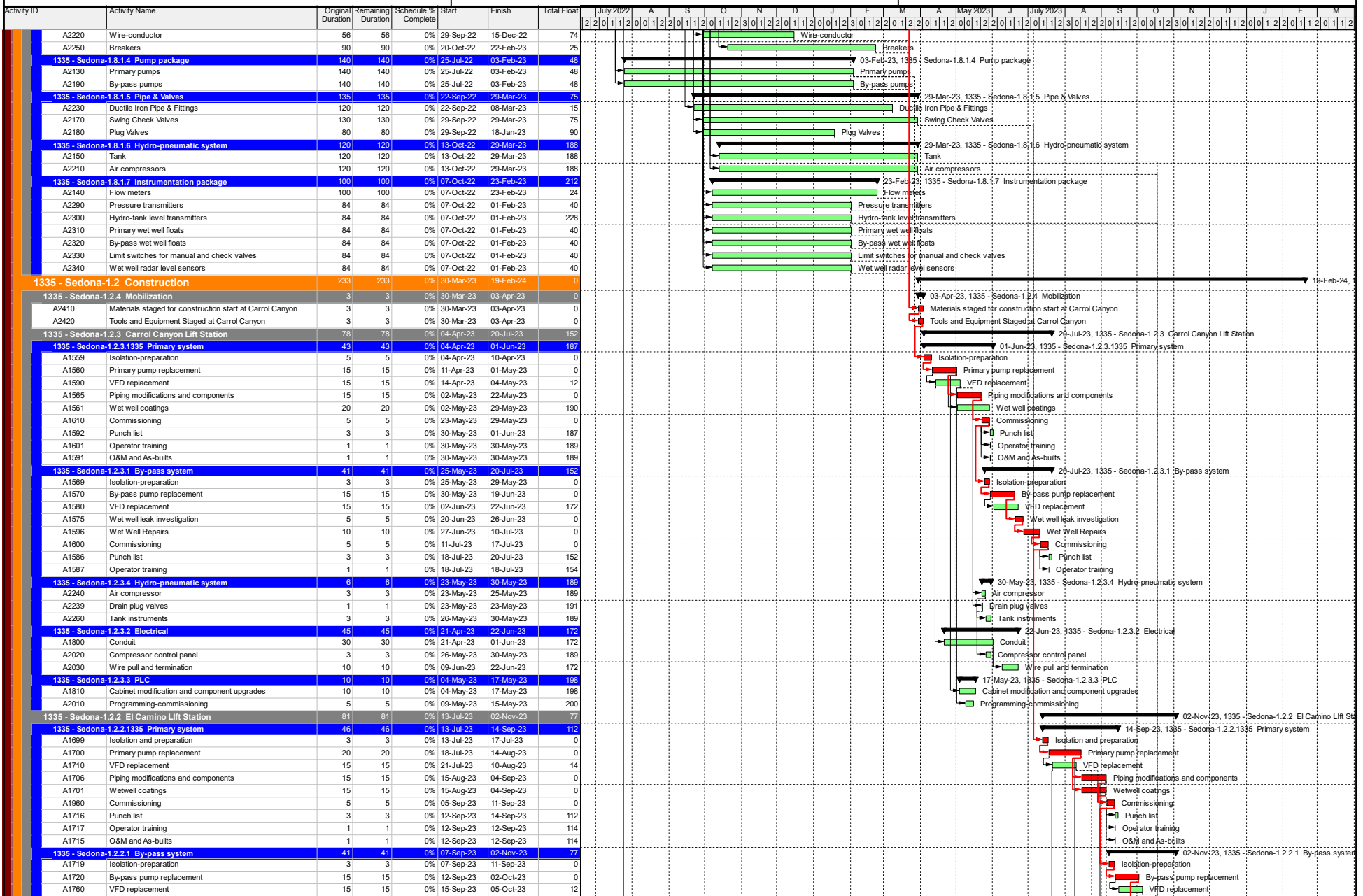
The current project master schedule is attached as Exhibit A.



█ Actual Work ◆ Milestone
█ Remaining Work ⇐ Summary
█ Critical Remaining Work

City of Sedona
Major Lift Station CMAR
GMP2- 100% Construction Schedule
July 25, 2022





Actual Work
 Remaining Work
 Critical Remaining Work

Milestone
 Summary

City of Sedona
Major Lift Station CMAR
GMP2- 100% Construction Schedule
July 25, 2022



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

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20 ____ (“Effective Date”), by and between the City of Sedona, an Arizona municipal corporation (“CITY”) and Carollo Engineers, Inc. (“CONSULTANT”).

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services (“Services”) consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with Major Lift Station Upgrades (the “Project”) as set forth in **Exhibit A** “Scope of Work” attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. 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. 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 Agreement.

- C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of \$158,790. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be 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. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. 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. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement 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. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.
4. **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. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.
5. **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 Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, 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 Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. 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 Section.
7. **INSURANCE.**

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. 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.

4. 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. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

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, acceptance 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 Agreement. 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. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. 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 Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (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

- E. 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 Agreement 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.
 - F. 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.
 - G. All policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. **TERM; TERMINATION.**
- A. Term. This Agreement shall terminate on June 30, 2024, or at such time as the work in the Scope of Work is completed, whichever occurs first.
 - B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, 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 Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. 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. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement 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 Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, 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 Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement 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

Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **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).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**

- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
- B. 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"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement 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. 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. 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.
- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
- E. 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."

16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. 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.
17. **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.
18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
19. **CONFLICT OF INTEREST.** From the date of this Agreement 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 Agreement and/or adversely impact the quality of the work under this Agreement 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 Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.
20. **NOTICE.** Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement 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
102 Roadrunner Drive

Sedona, AZ 86336

CONSULTANT: Carollo Engineers, Inc.
4600 E. Washington St., Suite 500
Phoenix, AZ 85034

21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.
22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.
24. **NO BOYCOTT ISRAEL.** As applicable, the Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

CITY OF SEDONA, ARIZONA

Karen Osburn, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

CONSULTANT FIRM NAME

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement 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
LIMITED ENGINEERING SERVICES DURING CONSTRUCTION
MAJOR LIFT STATIONS IMPROVEMENTS
CITY OF SEDONA, ARIZONA

SCOPE OF WORK

JULY 15, 2022

INTRODUCTION

The purpose of the following scope of work (SOW) is to outline the limited Engineering Services During Construction (ESDC) to be performed by Carollo Engineers, Inc. (CONSULTANT) for the City of Sedona's (CITY) **Major Lift Stations Improvements** (Project).

The CONSULTANT will support the CITY during construction of the Project with limited ESDC services as described below. It is understood that the CITY will perform a portion of ESDC services in-house and this SOW focuses on those areas for which the City has requested additional support.

Task 100 Project Management

The CONSULTANT will report directly to the CITY Engineer or designated staff member throughout the execution of the Project. The CONSULTANT shall perform various project management and monitoring activities as part of this work effort. Specific project management services include development of monthly Project progress reports and invoices, development of applicable formats and standards, and management of individual Project team resources to assist in a Project delivery consistent with the CITY's specific needs for this portion of the project.

Task 200 Bidding Bid-Phase Services

The CONSULTANT will provide bid-phase services as described below.

Prepare Addenda

CONSULTANT shall assist in preparing addenda to the design documents if needed to clarify the intent of the design. CONSULTANT shall provide to the CITY information related to the addenda in electronic format. It is assumed that the CITY will assemble, issue, and sign final addenda. Up to two (2) addenda are assumed under this task. If additional addenda are needed, the CONSULTANT reserves the right to negotiate supplementary fees.

GMP Review

CONSULTANT shall assist the CITY in reviewing Contractor GMP.

Task 300 Construction Administration and Inspection

Construction Document Management Software

CONTRACTOR shall provide a subscription to PROCORE for the Owner's and Engineer's use for construction document management. CONTRACTOR shall configure PROCORE for the project and shall provide one 2-hr combined training session for the Owner and Engineer.

Prepare Conformed Construction Documents

CONSULTANT shall conform final design documents to incorporate addenda issued during the GMP development process thereby providing a consistent set of construction documents to be used during construction by CONTRACTOR, CONSULTANT, and CITY. Conformed construction documents help to assure that construction will meet all requirements added to the Project by addenda.

Changes to documents shall be indicated by strike-through for deleted items, bold for new text, and clouds for modified drawings. Conformed documents shall be submitted to the CITY in electronic (pdf) format prior to the pre-construction meeting for distribution to the Contractor. CITY shall provide the Contractor with hard copies of conformed documents.

Selected Submittal Review

This task is based on the CONSULTANT reviewing selected submittals from the Technical Specifications, as requested by the CITY. A list of specification sections for which CONSULTANT will be responsible for submittal review is included as Attachment A. For the purposes of estimating effort, it is assumed that the CONSULTANT will review up to forty (40) original submittals.

CONSULTANT's review will be based on an evaluation of the CONTRACTOR's proposed details for implementing the design intent represented in the contract documents, and SHALL NOT extend to means, methods, sequences, techniques, or procedures of construction selected by the CONTRACTOR, or to associated safety precautions and programs.

It is understood that the CITY will receive submittals from the CONTRACTOR and will forward selected submittals for CONSULTANT's review. CONTRACTOR shall utilize a file naming convention based on the specification section, in accordance with requirements of Contract Documents. Submittals not associated with a technical specification will follow a numbering convention established by the CITY. CONSULTANT shall review and return submittal comments to the CITY typically within 10 business days. More complex or lengthy submittals may require up to 20 business days, as allowed in the contract documents. Review comments shall be transmitted electronically per PROCORE for review by the CONTRACTOR and CITY.

NOTE: In accordance with the contract documents, it is assumed that costs incurred as a result of additional submittal reviews beyond the second review shall be borne by the CONTRACTOR. The fee for this task is based on no more than two reviews per submittal. The CITY agrees to reimburse CONSULTANT for additional efforts associated with excessive submittal reviews.

Requests for Information

Upon request from the CITY, CONSULTANT shall respond to requests for information (RFI) from the Contractor. CONSULTANT shall provide responses electronically to CITY. CITY shall incorporate response into City's standard format and issue response document to the CONTRACTOR. This task assumes a maximum of twenty (20) RFIs. If response requires a significant clarification to the drawings, a design clarification may be issued (see below).

Design Clarifications

As needed and upon request by the CITY, design clarifications (DCs) shall be prepared to clarify construction requirements for the CONTRACTOR. DCs will be prepared in CONSULTANT's standard format, or other format acceptable to the CITY. DCs will be transmitted to the CITY electronically for distribution to the CONTRACTOR. This task assumes up to two (2) design clarifications.

Nothing in this agreement shall obligate CITY to pay CONSULTANT for the cost of correcting negligent errors or omissions in CONSULTANT's design documents. Any such issues shall be remedied by CONSULTANT at its own expense.

Special Inspections

CONSULTANT will provide special inspection services as required by the specifications to help promote meeting the requirements and intent of the Contract Documents. Anticipated inspections are included in Attachment B.

CONSULTANT shall coordinate with CITY Inspection staff at regular construction meetings to help address questions and issues. However, CONSULTANT shall not be held responsible for issues arising from inspections that are not conducted by CONSULTANT.

Change Order Review

CONSULTANT shall assist the CITY in the review of change order requests submitted by the CONTRACTOR to determine merit and appropriateness of cost. Change orders will be reviewed based on the Contract Documents and design intent. Costs will be evaluated based on CONSULTANT's cost database and vendor quotes. This task includes review assistance for up to two (2) change order requests. Additional design services related to change orders are not included in this task.

Construction Meetings

CONSULTANT will participate in meetings during the Construction Phase to help expedite approval and delivery of equipment with critical lead times, coordinate submittals, inspections, and start-up activities, and resolve field issues.

CONSULTANT shall participate in progress meetings twice per month (up to 24 meetings). CONSULTANT shall join the progress meetings by conference call. CONTRACTOR shall be

responsible for preparing agendas, conducting the meetings, and preparing meeting minutes for distribution to the Project team.

In addition to regular construction meetings, the CONSULTANT will participate in electrical, instrumentation and control (EI&C) meetings required by the Project specifications to coordinate project requirements with the EI&C contractors, SCADA Integrator, and CITY Inspection staff.

Task 400 Start-Up Support

CONSULTANT shall review and comment on the Start-Up Plan prepared by the CONTRACTOR for general compliance with Project specifications. CONSULTANT shall support CITY Inspection Staff during start-up to help evaluate whether all systems operate properly before the CITY grants final completion status to the CONTRACTOR. Such support shall consist of up to two (2) man-hour days on-site (one trip) during the start-up phase to assist as requested by the CITY.

Task 500 Engineer's Certificate of Completion

CONSULTANT shall prepare and submit to the CITY the Engineer's Certificate of Completion as required by ADEQ. CONSULTANT shall conduct necessary reviews of performance test reports completed by CONTRACTOR, which are not reviewed as part of other tasks. Test reports shall be provided to the CONSULTANT by CITY, as needed.

Task 600 Prepare Record Drawings

After the completion of the Project, CONSULTANT shall prepare electronic record drawings based upon as-built redlines submitted by the CONTRACTOR to the CITY. It is assumed the CITY will have previously reviewed and approved the CONTRACTOR's redlines prior to submitting them to CONSULTANT for preparation of electronic record drawings. It is assumed CONTRACTOR will cooperate with CONSULTANT in clarifying redlines, where necessary, to facilitate preparation of record drawings. CONSULTANT shall submit electronic files of record drawings to the CITY (pdf and CAD). One Teams or Webex meeting is assumed between the CONTRACTOR, CITY, and CONSULTANT to clarify questions on CONTRACTOR's submitted redlines. Additional review of redlines and/or coordination with CONTRACTOR beyond that described above is not included.

Task 700 Operation and Maintenance Manual

CONSULTANT shall review O&M material for new equipment installed as part of this Project for inclusion into the existing lift station O&M manual(s). Manuals shall be prepared by CONTRACTOR to assist the CITY with typical operations and maintenance (O&M), emergency operation, and to recommend strategies to support optimal operation.

Edits to the existing O&M manuals, are not included in this task.

ASSUMPTIONS AND EXCLUSIONS

This SOW is based on a number of assumptions and exclusions, including:

- The fee assumes that the project is completed within the contract time allotted (360 calendar days). CONSULTANT reserves the right to negotiate additional fee for continued services if the project schedule is extended.
- CONSULTANT shall not furnish a full time (on-site) resident engineer (RE) or resident inspector as part of this SOW. It is understood that the CITY will provide daily inspections performed by CITY staff.
- CONSULTANT shall not be liable and/or responsible for any inspections by others or the consequences of such inspections.
- CONTRACTOR shall conduct construction meetings and is responsible for preparing agendas and minutes.
- This SOW includes reviewing submittals, RFI's, DC's, and other documents as quantified. CONSULTANT's scope is limited to review of selected documents as defined above.
- CONSULTANT shall not be liable and/or responsible for any submittal, RFI, or other document reviewed by others or the consequences of such review. CONSULTANT shall NOT be liable for changes made by and/or coordination with any submittals, RFIs or other documents not reviewed by CONSULTANT.
- CONSULTANT shall not furnish third party services under this SOW, including surveying, geotechnical testing, coating inspections, or materials testing.
- Electrical and Arc Flash Studies (by CONTRACTOR). An Electrical System Study and an Arc-Flash Study are not included in this scope of work. The CONTRACTOR will provide these services and the results will be reviewed by CAROLLO.
- It is understood that CITY Engineering and Inspection staff shall review CONTRACTOR redlines for accuracy on a regular basis during the Project. CONSULTANT shall develop record drawings based upon approved redlines and shall not be responsible for the accuracy of such.

FEE

The manhours and associated fee for the above scope of work is shown in Attachment C, Cost Breakdown Document (based on the provided fee schedule with a not-to-exceed amount).

SCHEDULE

The anticipated schedule is as follows:

- GMP phase: July-August 2022
- Contractor notice-to-proceed (NTP): on or before September 1, 2022
- Construction: 360 calendar days after NTP

This SOW is anticipated to be accomplished during the above time frames. All dates are approximate and subject to revision based upon actual NTP. If the project schedule is extended, CONSULTANT reserves the right to negotiate additional fee for additional services.

STANDARD OF CARE

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

COST ESTIMATING

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

ATTACHMENT A: Submittal Review

Technical Specification Division/Section to be reviewed by CONSULTANT	
01140	WORK RESTRICTIONS
01756	TESTING, TRAINING, AND FACILITY START-UP
03055	ADHESIVE-BONDED REINFORCING BARS AND ALL THREAD RODS IN CONCRETE
03200	CONCRETE REINFORCING
03300	CAST-IN-PLACE CONCRETE
03600	GROUTING
05190	MECHANICAL ANCHORING AND FASTENING TO CONCRETE AND MASONRY
09960	HIGH-PERFORMANCE COATINGS
09998	HYDROGEN SULFIDE (H ₂ S) RESISTANT COATING
11312G	SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS
15114	CHECK VALVES
15116	PLUG VALVES
15119	AIR AND VACUUM RELIEF VALVES
15474	HYDROPNEUMATIC TANK SYSTEM
16060	GROUNDING AND BONDING
16070	HANGERS AND SUPPORTS
16075	IDENTIFICATION FOR ELECTRICAL SYSTEMS
16123	600-VOLT OR LESS WIRES AND CABLES
16130	CONDUITS
16134	BOXES
16150	LOW VOLTAGE WIRE CONNECTIONS
16262	VARIABLE FREQUENCY DRIVES
16305	ELECTRICAL SYSTEM STUDIES
16411	DISCONNECT SWITCHES
16412	LOW VOLTAGE MOLDED CASE CIRCUIT BREAKERS
16950	FIELD ELECTRICAL ACCEPTANCE TESTS
17209	LEVEL MEASUREMENT: RADAR TIME DOMAIN REFLECTOMETRY (TDR)
17302	FLOW MEASUREMENT: MAGNETIC FLOWMETERS
17404	PRESSURE/VACUUM MEASUREMENT: GAUGES
17710	CONTROL SYSTEMS: PANELS, ENCLOSURES, AND PANEL COMPONENTS
17950	COMMISSIONING FOR INSTRUMENTATION AND CONTROLS

ATTACHMENT B: Special Inspections to be Provided by CONSULTANT

Type	No. of Inspections	No. of Trips to Site
Structural	1	1
EI&C	4	4

ATTACHMENT C: Fee Schedule and Man-hour Estimate

CITY OF SEDONA



SEDONA WASTEWATER

Major Lift Stations Improvements Engineering Services During Construction
Carollo Engineers, Inc.

July 15, 2022

Tasks	Detailed Manhour Breakdown							Total Manhours	ODC	Total Cost
	SKG	MP/GB	VK	VK	SF	WP				
	Project Manager/ Lead Engineer	Project/ Process Engineer	Discipline Engineer	Field Inspector	CAD Tech.	Admin/Doc Proc				
	\$270.00	\$215.00	\$165.00	\$165.00	\$130.00	\$105.00				
100 Project Management	12	12					24		\$ 5,820	
200 Bid-Phase Services (see Note 1)										
Pre-Bid Conference									\$ -	
Respond to Bidder's Questions									\$ -	
Prepare Addenda	4	4	4			2	14		\$ 2,810	
GMP Review	2	4	2				8		\$ 1,730	
300 Limited CA&I										
301 Procure setup, training & use	2	2	2			40	46		\$ 5,500	
310 Prepare Conformed Construction Documents	4	8	8		8	8	36		\$ 6,000	
320 Selected Submittal Review (40)	40	60	100				200		\$ 40,200	
330 Requests for Information (20)	8	8	40			8	64		\$ 11,320	
340 Design Clarifications (2)	4	8	12		8		32		\$ 5,820	
350 Special Inspections	40	8		40			88	\$ 700	\$ 19,820	
360 Change Order Review (2)	2	2	8				12		\$ 2,280	
370 Construction Meetings										
Pre-Construction Meeting	8		8				16		\$ 3,480	
Progress Meetings (Conference Calls)	24	24	24				72		\$ 15,600	
400 Start Up Support	16	16	32				64	\$ 1,500	\$ 14,540	
500 Engineer's Certificate of Completion	4	16	8				28		\$ 5,840	
600 Prepare Record Drawings	4	4	16		40		64		\$ 9,780	
700 Operation and Maintenance Manual	8	16	16				40		\$ 8,240	
Manhours/Cost	182	192	280	40	56	58	808	2,200	158,790	
Subconsultant									\$ -	
Total Project Cost									\$ 158,790	

Note 1. \$3,725 of bid-phase support effort to be billed to remaining design budget. Remainder of anticipated effort is included here.



**CITY COUNCIL
AGENDA BILL**

**AB 2839
August 9, 2022
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding a request for the approval of a Zone Change (ZC) from RS-6 and RS-10 to M3 for the development of an off-site overflow parking lot for Chocolatree Restaurant and employee housing located at 20 View Drive (APN 408-07-026D). PZ21-00016 (ZC).

Department	Community Development
Time to Present	15 minutes
Total Time for Item	1 hour
Other Council Meetings	N/A
Exhibits	<ul style="list-style-type: none"> A. Ordinance for Rezoning B. Planning and Zoning Commission Packet, June 21, 2022 C. Planning and Zoning Commission Minutes, June 21, 2022 D. Public Comments not included in Planning and Zoning Commission Packet E. Conditions of Approval as recommended by the Planning and Zoning Commission

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	
		\$ N/A	
City Manager's Recommendation	Approve the ordinance rezoning the property identified herein from its present designation of RS-6 (Single-Family Residential) & RS-10 (Single-family Residential) to M3 (Mixed Use Activity Center), based on conformance with the requirements for approval of a zone change, consistency and conformance with the Sedona Community Plan and subject to all applicable ordinance requirements.	Amount Budgeted	
		\$ N/A	
		Account No. (Description)	
		Finance <input checked="" type="checkbox"/>	
		Approval	

SUMMARY STATEMENT

This is a public hearing on a proposed zone change from RS-6 and RS-10 (Single-Family Residential) to M3 (Mixed Use Activity Center) for the property at 20 View Drive to allow for development of an off-site parking lot and employee housing for the Chocolatree Restaurant. The property is currently zoned RS-6 and RS-10 (Planned Area), is approximately 0.37 acres, and is located south of W State Route 89A between View Drive and Inspirational Drive. Case Number: PZ21-00016 (ZC). Applicant: Jenn Marie Warr.

Background:

The following is a summary of the proposal; for more specific information about the proposal and staff's analysis, please review the Planning and Zoning Commission's June 21, 2022 staff report and packet provided in Exhibit B. In addition, the minutes from the Commission's June 21, 2022 meeting are provided in Exhibit C and public comments received after the Planning and Zoning Commission packet was distributed are in Exhibit D. Complete project information, including links to watch the Commission's June 21 meeting, is on the webpage for the project, available at the following link:

<https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/chocolatree-parking>

The property under consideration is approximately 0.37 acres and is located between View Drive and Inspirational Drive south of W State Route 89A. The western portion of the property (along View Drive) is developed with a single-family house and zoned RS-6 (Single Family Residential) and the eastern portion of the property (along Inspirational Drive) is vacant and zoned RS-10 (Single Family Residential).

Community Plan Designation

The property is within the Grasshopper Flats Planned Area in the Community Plan. A complete explanation of Planned Areas (PA) begins on page 30 of the Sedona Community Plan and includes the following:

Planned Areas (PA) were established in the 2002 Community Plan and brought forward in this Plan to address needs and provide benefits for certain areas, including land use transitions or buffers between residential areas, commercial uses, and highway corridors. As an incentive, a rezoning to an alternative land use may be considered if it is consistent with the Community Plan recommendations for the PA.

The Grasshopper Flat PA is not within a Community Focus Area (CFA) and is therefore subject to review under the general needs and benefits that are applicable to all PAs as well as the specific needs and benefits of the Grasshopper Flat Planned Area.

General needs and benefits applicable to all PAs include the following (Sedona Community Plan, page 30):

- Provide enhanced buffering and land uses that are compatible with both existing residential and commercial areas, including strategic building and parking placement, use of topographic changes, vegetative screening, and other buffering techniques.
- Include land uses that generate minimal traffic relative to the residential character of the area.
- Provide diverse housing options if there is an opportunity to do so.
- Eliminate non-conforming uses as a benefit.
- Consolidate properties under unified planning if there is an opportunity to do so.

Needs and benefits applicable to the Grasshopper Flat PA include the following (Sedona Community Plan, page 31):

- Provide alternate access to adjacent commercial area as a community benefit if there is an opportunity to do so.
- Provide road, pedestrian/bicycle connections as a community benefit, if there is an opportunity to do so.
- Retain existing single-family residential structures for residential and non-residential uses as a community benefit, if applicable.
- Preserve historic resources, if applicable.

Due to the property's location within the Grasshopper Flat Planned Area, a Community Plan Amendment is not necessary for the consideration of the proposed zone change.

Zone Change Proposal

The applicant is proposing to change the existing RS-6 and RS-10 zoning to M3 to allow for the development of the eastern portion of the lot as an overflow parking lot and the conversion of the existing house on the western portion of the lot into a multi-unit building to accommodate employee housing.

The Planning and Zoning Commission Packet (Exhibit B) provides a full evaluation of the proposal in relation to applicable Community Plan vision, goals, and policies. The report includes an evaluation of the project in relation to each of the stated needs and benefits for Planned Areas in general and the Grasshopper Flat Planned Area specifically.

The Staff Report also provides an evaluation of the proposal relative to Land Development Code Article 8 (Administration and Procedures), more specifically Section 8.3.E.5., containing the approval criteria applicable to all development, subdivision and rezoning applications.

In addition, though this application does not require a separate Development Review application, the staff report includes an evaluation of the project for compliance with applicable Land Development Code requirements (grading and drainage, access/connectivity, sidewalks, parking lot layout, landscaping, lighting, and signage).

Staff Recommendation

As outlined in the staff report, Staff's recommended that the Commission forward a recommendation of approval to the City Council for this request based on compliance with applicable Community Plan goals and Land Development Code criteria as enumerated in the Planning and Zoning Commission Staff Reports (Exhibit B).

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on this item on June 21, 2022, at which time they reviewed the application submitted by the applicant, the materials provided by staff, asked questions of staff and the applicant, took public comment, and ultimately unanimously (4-0, Commissioners Furman, Wiehl, and Zonakis were excused) moved to forward a recommendation of approval to the City Council regarding the proposed zone change. As part of their recommendation, the Commission modified one recommended condition of approval and added an additional condition, as follows:

- Condition 3.ii: Amended to remove references to use of the existing single-family house as an office for Chocolatree. While the application mentioned potentially using the building for housing and an office, the applicant stated during the meeting that housing is the primary goal and there are no plans to use the building as an office.
- Condition 7: Added condition to require the parking lot to include a minimum of one (1) electrical vehicle (EV) ready space.

The complete list of recommended conditions of approval are included in Exhibit E.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Sustainability Staff reviewed the application and provided comments regarding providing covered parking with solar panels and “EV Capable” parking spaces. Sustainability staff provided the applicant with information regarding APS’s Solar Communities program that may assist in the cost of installing covered parking with solar.

Board/Commission Recommendation: Applicable - Not Applicable

The Planning and Zoning Commission held a public hearing on this item on June 21, 2022 and unanimously (4-0, Commissioners Furman, Wiehl, and Zonakis were excused) moved to forward a recommendation of approval to the City Council regarding the proposed zone change, subject to the recommended conditions of approval in Exhibit E.

Alternative(s): Council can choose not to approve the Zone Change.

MOTION

I move to: approve Ordinance No. 2022-___, case number PZ 21-00013 (ZC), rezoning the property identified herein from S-6 (Single-Family Residential) & RS-10 (Single-family Residential) to M3 (Mixed Use Activity Center), based on conformance with the requirements for approval of a zone change, consistency and conformance with the Sedona Community Plan and subject to all applicable ordinance requirements and conditions of approval.

ORDINANCE NO. 2022-__
CHOCOLATREE PARKING AND EMPLOYEE HOUSING
PZ 21-00013 (ZC)

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, REZONING THAT PROPERTY DESCRIBED HEREIN FROM ITS PRESENT DESIGNATION OF RS-6 (SINGLE FAMILY RESIDENTIAL) AND RS-10 (SINGLE FAMILY RESIDENTIAL) TO M3 (MIXED USE ACTIVITY CENTER); DIRECTING THE AMENDMENT OF THE ZONING MAP UPON COMPLETION OF ALL ZONING CONDITIONS SET FORTH HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Planning and Zoning Commission has formally considered the proposed rezoning, following proper notice and a hearing on June 21, 2022, and has recommended approval of the requested rezoning.

WHEREAS, City Council has read and considered the staff reports prepared by the Community Development Department staff and all attachments to those reports, the applicant's application, the narrative provided by the applicant and all statements made by the applicant and its representatives during the presentations to the Planning and Zoning Commission and to City Council, City Council finds that the proposed rezoning meets the findings required by the Sedona Land Development Code (LDC) Section 8.6.

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

Section 1. Description and Rezoning

The subject property consists of Yavapai County Assessor's Parcels 408-07-026D, containing approximately 0.37 acres, and is located south of W State Route 89A between View Drive and Inspirational Drive at 20 View Drive in Sedona, Arizona, a legal description, depiction, and zoning map of which is provided in "**Exhibit A**" attached hereto and incorporated by this reference. The owner/applicant desires to rezone the property from RS-6 (Single Family Residential) and RS-10 (Single Family Residential) to M3 (Mixed Use Activity Center).

The subject property that is currently zoned RS-6 (Single Family Residential) and RS-10 (Single Family Residential) is hereby rezoned to M3 (Mixed Use Activity Center), based on conformance with the requirements for approval of a zone change and consistency and conformance with the Community Plan and subject to all applicable ordinance requirements and the conditions of approval as set forth in "**Exhibit B**" and based on the Planning and Zoning Commission findings as outlined in the Staff Report and adopted by the Commission and City Council, including all requirements of LDC Section 8.3.E(5).

Section 2. Zoning Map

The zoning map of the City of Sedona is hereby amended to reflect this rezoning, and at least three (3) copies of the map shall be kept in the office of the City Clerk for public use and inspection.

Section 3. Repeal

All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Effective Date

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of August, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Exhibit A (Page 1 of 2)

PZ21-00013 (ZC) Chocolatee Parking and Employee Housing Zoning Map and Legal Description

Legal Description: APN 408-07-026D

Zone Change Request: RS-6 (Single Family Residential) and RS-10 (Single Family Residential) to M3 (Mixed Use Activity Center)

The following is a description of a parcel of land being comprised of Lot 1 and a portion of Lot 2, Block E, of the Inspirational View, a Subdivision of a portion of Section 12 and Section 13, Township 17 North, Range 5 East, of the Gila and Salt River Base and Meridian, as shown on the Plat thereof recorder in Book 5, Page 64 [Record Source #1 (R1)] , This description also being a composite description of a portion of that parcel of land described in Book 4599, Page 846 and that parcel of land described in Book 4599, Page 845 records of the Yavapai County Recorders Office; said parcel of land being more particularly described as follows:

BEGINNING at the 1/2" rebar marking the Northwest corner of said Lot 2, also being the Northwest corner of that parcel of land described in Book 4599, Page 846 records of the Yavapai County Recorded;

Thence South 81° 15' 00" East, [Basis of Bearing (R1)] a distance of 96.36 feet, along the North line of said Lot 2, also being the North line of that said parcel of land described in Book 4599, Page 846, to a 3/8" rebar marking the Northeast corner thereof;

Thence South 81° 15' 00" East, a distance of 111.06 feet, along the North line of said Lot 1, to the calculated Northeast corner thereof;

Thence South 00° 24' 00" West, a distance of 80.00 feet, along the East line of said Lot 1, to the calculated Southeast corner thereof;

Thence North 89° 16' 00" West, a distance of 109.82 feet, along the South line of said Lot 1, to the calculated Southwest corner thereof;

Thence North 00° 21' 50" East, a distance of 35.49 feet, along the West line of said 1, also being the East line of said Lot 2, to a plastic cap atop a 1/2" rebar stamped L.S. 26925,

Thence North 84° 48' 05" West, a distance of 95.56 feet, to the West line of said Lot 2, also being the West line of that said parcel of land described in Book 4599, Page 846, and a plastic cap atop a 1/2" rebar stamped L.S. 26925;

Thence North 00° 15' 59" East, a distance of 66.00 feet, along the West line of said Lot 2, also being the West line of that said parcel of land described in said Book 4599, Page 846 to the POINT OF BEGINNING;

Subject parcel of land contains 0.36 acres more or less, as shown on the attached "Exhibit Drawing" being made a portion hereof by this reference; and is subject to all exceptions, easements and or right-of-ways, of the public record that may be pertinent thereto.

Exhibit A (Page 2 of 2)

PZ21-00013 (ZC) Chocolatree Parking and Employee Housing Zoning Map and
Legal Description

Zoning Map: APN 408-07-026D

Zone Change Request: RS-6 (Single Family Residential) and RS-10 (Single Family Residential) to M3 (Mixed Use Activity Center)

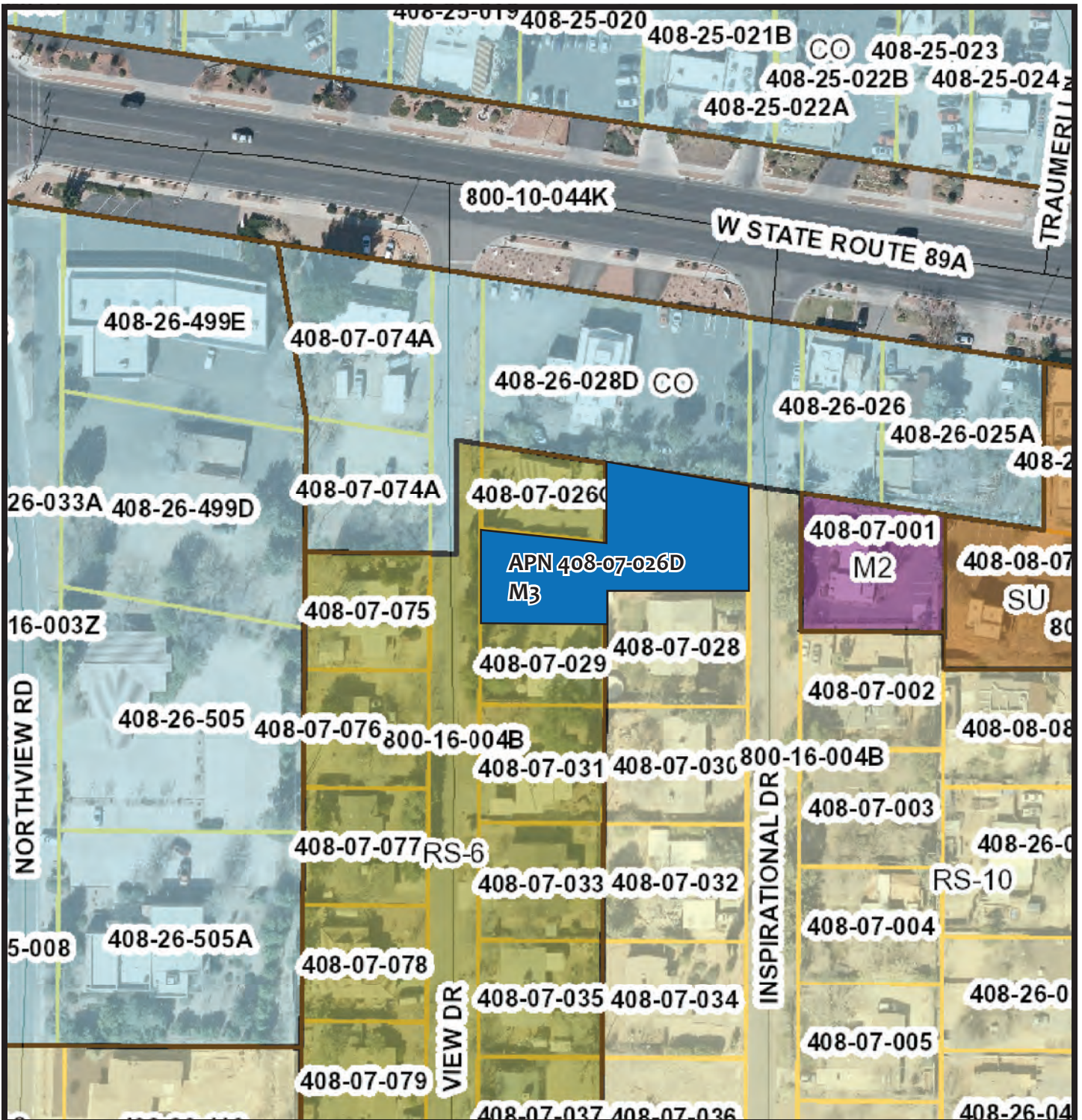


Exhibit B

PZ21-00013 (ZC) Chocolatee Parking and Employee Housing Conditions of Approval

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The applicant shall record a deed restriction on the property restricting the rentals of the employee housing units to a minimum of 30 days. City Staff shall approve the language of the deed restriction prior to recording.
3. The project is proposed to be developed in two phases:
 - i) Phase 1: Construction of the parking lot on the eastern portion of the property.
 - ii) Phase 2: Conversion of the existing single-family house into multiple employee housing units.

Permits for Phase 1 shall be issued within 12 months of City Council approval of the zone change. Permits for Phase 2 shall be issued within 18 months of City Council approval of the zone change. All construction shall be complete within 30 months of City Council approval of the zone change.

4. The zoning for the subject property shall be considered vested when the Deed Restriction is recorded, construction of the parking lot and sidewalks is complete, and the conversion of the house is complete. If the applicant does not meet this condition, the City may initiate proceedings to revoke the zoning, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g and applicable State statutes.
5. The plans submitted for building permits shall address the following:
 - i) An additional ADA parking space shall be added to the existing main Chocolatee parking lot at 1595 W State Route 89A (APN 408-26-025A).
 - ii) The applicant shall construct a new sidewalk along the property's Inspirational Drive frontage and continue the sidewalk north to tie into the existing sidewalk along W State Route 89A. The new sidewalk shall not displace any trees.
 - iii) Prior to construction of the sidewalk, a right-of-way permit and building permit shall be obtained from the City of Sedona.
 - iv) An encroachment permit from ADOT shall be obtained prior to construction in the ADOT right-of-way.
 - v) Applicant shall follow the City of Sedona Land Development Code in its entirety.
 - vi) Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)
 - vii) Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
 - viii) Accessible parking/signage shall meet the requirements of the City's Land Development Code and Design Review, Engineering, and Administrative Manual.
 - ix) The applicant shall submit landscaping plans that meet all Land Development Code requirements.
 - x) Prior to the installation of signs, the applicant shall submit a separate sign permit for review and approval. Modifications to proposed signs may be required to ensure compliance with Land Development Code requirements.
6. Within thirty days of approval of the zone change, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Zoning Change approval.
7. The parking lot shall include a minimum of one (1) electrical vehicle (EV) ready space.



Meeting Date: June 21, 2022

Hearing Body: Planning and Zoning Commission

Project Summary: **Zone Change to permit construction of a parking lot and conversion of existing single-family house into multi-family units for employee housing and an office**

Action Requested: Recommendation of Approval of Zone Change

Staff Recommendation: Recommendation of Approval, with conditions, of Zone Change

Location: 20 View Drive & 35 Inspirational Drive

Parcel Number: 408-07-026D

Owner/Applicant: Jennifer Marie Warr
 1595 W State Route 89A; Sedona, AZ 86336

Site Size: ± 0.37 acres

Community Plan Designation: Planned Area (Grasshopper Flat)

Current Zoning: RS-6 & RS-10 (Single-Family Residential)

Proposed Zoning: M3 (Mixed Use Activity Center)

Current Land Use: Single Family Residential (western side of Lot/View Drive) and Vacant (eastern side of lot/Inspirational Drive)

Surrounding Properties:

	<i>Area Zoning</i>	<i>Area Land Uses</i>
North:	CO & RS-6	Commercial (Los Rosales) and Residential
East:	M2	Office
South:	RS-6 & RS-10	Residential
West:	CO & RS-6	Commercial (Bike Store) and Residential

Report Prepared By: Cari Meyer, Planning Manager

Attachments:	Page
1. Aerial View & Vicinity Map.....	14
2. Application Materials	
a. Application and Letter of Intent.....	16
b. Review Comments and Applicant Response to Comments.....	25
c. Project Plans.....	33
d. Traffic Statement.....	48
3. Public Comments.....	59



PROJECT DESCRIPTION

The applicant is seeking approval of a Zone Change with the expressed intent of developing an off-site parking lot for Chocolatee Restaurant and converting the existing single-family residence into employee housing and an office for Chocolatee.

Development of this site is permitted in accordance with the Land Development Code (LDC) requirements, including [Article 2 \(Zoning Districts\)](#), [Article 3 \(Use Regulations\)](#), and [Article 5 \(Development Standards\)](#). However, the property is currently zoned RS-6 and RS-10 (Single Family Residential). The proposal for a parking lot, multi-family housing, and an office is not permitted under the existing residential zoning and a zone change is required. The applicant is requesting a zoning to M3 (Mixed Use Activity Center), which would accommodate the proposed uses.

The property is within the Grasshopper Flat Planned Area in the Community Plan, which allows for consideration of a rezoning without a Community Plan Amendment if the rezoning is consistent with the Community Plan recommendations for the PA.

None of the proposed construction requires approval of a Development Review application, so this application is only for a zone change. All proposed construction can be reviewed through the building permit process. If additional construction is proposed in the future, the project would go through the required processes, which may include development review by the Planning and Zoning Commission.

BACKGROUND AND PROPERTY INFORMATION

Site Characteristics

- The property is located on the south side of W State Route 89A in West Sedona between View Drive and Inspirational Drive.
- The property is within the Inspirational View Subdivision, originally platted in 1953.
 - The lot is a combination of Block E, Lot 1 and portions of Lots 2 and 4.
 - The current configuration of the lot was established through a lot combination in 2009.
- There are no floodplains on this property.
- The site has been previously cleared and there is no significant natural vegetation on the property.

Zoning and Community Plan Designations

The site is zoned RS-6 (Single Family Residential) on the western/View Drive side and RS-10 (Single Family Residential) on the eastern/Inspirational Drive side. County records show the house was constructed in 1965, prior to the City's incorporation. City records do not contain permits for any changes to the original structure.

The property is within the Grasshopper Flats Planned Area in the Community Plan. A complete explanation of Planned Areas (PA) begins on page 30 of the Sedona Community Plan and includes the following:

Planned Areas (PA) were established in the 2002 Community Plan and brought forward in this Plan to address needs and provide benefits for certain areas, including land use transitions or buffers between residential areas, commercial uses, and highway corridors. As an incentive, a rezoning to an

alternative land use may be considered if it is consistent with the Community Plan recommendations for the PA.

Sedona Community Plan, page 30

The Grasshopper Flat PA is not within a Community Focus Area (CFA) and is therefore subject to review under the general needs and benefits that are applicable to all PAs as well as the specific needs and benefits of the Grasshopper Flat Planned Area.

General needs and benefits applicable to all PAs include the following (Sedona Community Plan, page 30):

- Provide enhanced buffering and land uses that are compatible with both existing residential and commercial areas, including strategic building and parking placement, use of topographic changes, vegetative screening, and other buffering techniques.
- Include land uses that generate minimal traffic relative to the residential character of the area.
- Provide diverse housing options if there is an opportunity to do so.
- Eliminate non-conforming uses as a benefit.
- Consolidate properties under unified planning if there is an opportunity to do so.

Needs and benefits applicable to the Grasshopper Flat PA include the following (Sedona Community Plan, page 31):

- Provide alternate access to adjacent commercial area as a community benefit, if there is an opportunity to do so.
- Provide road, pedestrian/bicycle connections as a community benefit, if there is an opportunity to do so.
- Retain existing single-family residential structures for residential and non-residential uses as a community benefit, if applicable.
- Preserve historic resources, if applicable.

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A summary of their efforts is included in [Attachment 2.b](#).
- Project documents submitted by the applicant were placed on the [Projects and Proposals](#) page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on June 3, 2022.
- All notices contain contact information or a way to submit comments. Written comments received by Staff are included as [Attachment 3](#).

REVIEWING AGENCY COMMENTS AND CONCERNS

The application materials were routed to all internal and external reviewing agencies for comments. Comments were received from the following agencies and are included in [Attachment 2.b](#):

- City of Sedona Community Development
- City of Sedona Public Works
- City of Sedona Police Department

- City of Sedona Sustainability Program

The applicant responded to these comments with an updated submittal ([Attachment 2.b](#)).

DEVELOPMENT PROPOSAL

The applicant is applying for a Zone Change from RS-6 and RS-10 (Single Family Residential) to M3 (Mixed use Activity Center) to allow for development of the property as an off-site parking lot for the Chocolatree Restaurant and conversion of the existing single family residence to employee housing and a business office.

A detailed description of the proposal was submitted by the applicant and is included in [Attachment 2.a](#). A summary is included below.

Phasing

- The project is proposed to be developed in two phases:
 - Phase 1: Construction of the parking lot on the eastern portion of the property.
 - Phase 2: Conversion of the existing single-family house into multiple employee housing units and an office for Chocolatree.
- The applicant's letter of intent states that Phase 2 would begin within about a year of the rezoning approval.

[Sedona Land Development Code \(LDC\)](#)

[LDC Article 2: Zoning Districts](#)

- The proposal is in compliance with applicable standards for the zoning district. If the rezoning is approved, any future construction will be required to comply with M3 requirements.

[LDC 5.3: Grading and Drainage](#)

- The City's Engineering Staff has reviewed the conceptual plans and will review the final plans for grading and drainage requirements.
- No floodplains impact the site.

[LDC 5.4: Access, Connectivity, and Circulation](#)

- New sidewalks along Inspirational Drive will be required to be installed as part of the parking lot construction. Sidewalks will connect to the existing sidewalks along W State Route 89A.
- A traffic statement was submitted with the application. As the application does not propose new square footage, no road improvements are recommended. The traffic statement estimates peak parking demand for Chocolatree to be 34 spaces, which will be met with the combination of the existing parking and the new off-site parking lot.

[LDC 5.5: Off-Street Parking and Loading](#)

- The proposed parking is excess parking to address increased demand at Chocolatree. No new uses that generate additional parking demand are proposed.
- Staff has reviewed the conceptual parking lot plans for compliance with LDC requirements. A final review will be done when permits are submitted.

[LDC 5.6: Landscaping, Buffering, and Screening](#)

- The parking lot will be landscaped in accordance with LDC Standards.
- Buffering to adjacent residential uses will be provided.

LDC 5.7: Site and Building Design

- No new construction is proposed.

LDC 5.8: Outdoor Lighting

- An outdoor lighting plan has been submitted. The fixtures submitted meet LDC requirements for shielding and Correlated Color Temperature. The site does not exceed the maximum permissible lumens.
- The lighting plan shows the parking lot will be lit by bollards. Parking lot poles will not be used.

LDC 5.9: Public Art

- No public art is required for this project.

LDC Article 6: Signs

- The applicant has submitted a sign plan. Signs in the same style as the existing Chocolatree signs will be placed at the parking lot entrance. The signs will direct users of the lot to turn left when exiting, keeping vehicles out of the neighborhood to the south.
- The signs as submitted meet LDC requirements. A final review will be done when sign permits are submitted.

Wastewater Disposal

- The existing house is connected to the City's Wastewater system. When the conversion of the house occurs, the applicant will be responsible for ensuring that any upgrades are done and any additional fees are paid.

REVIEW, COMMENTARY, AND ANALYSIS

The following is requested from the Planning and Zoning Commission at this time:

- **ZONE CHANGE:** Review of Proposal, recommendation to City Council

Discussion (Zone Change)***Community Plan Compliance***

This property is within the Grasshopper Flats Planned Area (PA), which allows for consideration of a zone change if the needs and benefits identified by the Community Plan are being addressed with the proposal. General needs and benefits for all PAs include the following:

- Provide enhanced buffering and land uses that are compatible with both existing residential and commercial areas, including strategic building and parking placement, use of topographic changes, vegetative screening and other buffering techniques.
 - ***Staff Evaluation:*** *The property is directly south of a commercial property and will create a buffer between commercial and residential properties where one does not exist. As part of the construction of the parking lot, the applicant will create a vegetative screen to the south, increasing the buffering to residential properties.*

The Grasshopper Flat PA is intended to allow opportunities to create a transitional area between the one-lot deep commercial area along W State Route 89A and the residential areas further from the highway. Implementation of this is seen in other properties to the east and west of the property that have been approved for zone changes from residential.

- Include land uses that generate minimal traffic relative to the residential character of the area.
 - **Staff Evaluation:** *The proposed use of the property is an off-site parking lot for an existing business on W State Route 89A and housing for employees of that business; no additional traffic is anticipated as a direct result of the zone change.*

While the existing business provides the required parking for the business on their property, they have seen a parking demand that exceeds the minimum parking requirements, leading to parking from the business impacting the adjacent residential areas, generating complaints and safety concerns due to on-street parking. This rezoning will allow construction of off-street parking adjacent to the existing commercial strip, providing parking that does not impact the existing neighborhood. Signage in the parking lot will direct users of the lot to turn left when exiting, with the goal of minimizing traffic through the neighborhood.
- Provide diverse housing options if there is an opportunity to do so.
 - **Staff Evaluation:** *The existing house is currently used for staff housing. If the zone change application is approved, the house would be converted into multiple employee housing units, allowing for employees to live independently in separate units. As a condition of approval, Staff would recommend that the applicant be required to record a deed restriction to prevent the rental of these units as short term rentals.*
- Eliminate non-conforming uses as a benefit.
 - **Staff Evaluation:** *There are no non-conforming uses on the property.*
- Consolidate properties under unified planning if there is an opportunity to do so.
 - **Staff Evaluation:** *No consolidation opportunities exist with this application.*

In addition to the general needs and benefits identified for all PAs discussed above, as this property is within the Grasshopper Flats PA, the following needs and benefits would also apply to this proposal:

- Provide alternate access to adjacent commercial area as a community benefit, if there is an opportunity to do so.
 - **Staff Evaluation:** *While this would not provide alternate access, it would provide alternate parking. While the property meets the code requirements for parking, the use of the site often exceeds parking capacity and parking overflows into the residential areas. The provision of additional parking will support the existing business and lessen the impact on the residents.*
- Provide road, pedestrian/bicycle connections as a community benefit, if there is an opportunity to do so.
 - **Staff Evaluation:** *While no additional roads are proposed, the proposal would provide opportunities to reduce traffic in the residential areas. Conversion of the existing house to multiple employee housing units will give employees the opportunity to live where they are able to walk to work and other amenities, reducing dependence on vehicles. The addition of sidewalks will expand pedestrian and bicycle connectivity in the area.*
- Retain existing single-family residential structures for residential and non-residential uses as a community benefit, if applicable.

- **Staff Evaluation:** *The existing single family residential structure will be retained and converted into multiple housing units.*
- Preserve historic resources, if applicable.
 - **Staff Evaluation:** *No historic resources exist on the property.*

In addition to needs and benefits identified specific to the PA designation, zone change applications are evaluated for general consistency with city-wide policies of the Community Plan. While Staff does not provide a specific evaluation for every policy, some of the policies this proposal addresses are as follows:

Land Use Policies:

- Policy 2: Limit expansion of the existing commercial areas, as represented on the Future Land Use Map, unless supported by an approved plan within a Community Focus Area or Planned Area.
 - **Staff Evaluation:** *This expansion is supported by a Planned Area.*
- Policy 3: Ensure that a balance of land uses is maintained and identify general areas for concentrated, mixed use development, public gathering places, and land use transitions to provide healthy and sustainable residential neighborhoods and commercial areas and to address specific area needs.
 - **Staff Evaluation:** *The Grasshopper Flat PA is intended to create a more balanced mix of land uses in the area. With the commercial in this area being a single lot deep and directly bordered by single-family residential zoning, an opportunity to create an area with land use transitions was identified as the Grasshopper Flat PA. This PA designation has been used to support rezoning of other properties in the area, including properties directly to the east and west of the subject property.*

As the business has grown, the City has gotten complaints from residents regarding on-street parking. The purpose of this application is to address the identified need of providing additional parking for the existing business.

Circulation Policies:

- Policy 12: Focus on making the most efficient use of existing parking facilities before creating new facilities.
 - **Staff Evaluation:** *The applicant has explored other options to provide parking for their customers, including agreements with other businesses. However, they have not been successful in coming to an agreement that provides parking on a permanent basis. Therefore, they are now pursuing rezoning of the subject property to address their parking needs.*

In addition to being supported by the above policies, the proposal does not directly contradict any of the policies in the Community Plan.

Land Development Code Findings: All Development Applications

All development applications are reviewed under [LDC Article 8 \(Administration and Procedures\)](#).

[LDC Section 8.3](#) contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. [LDC Section 8.3.E\(5\)](#) contains the approval criteria applicable to all development, subdivision, and rezoning applications. These criteria are as follows:

A. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

Staff Evaluation: *There are no previous approval that the current proposal would need to be consistent with.*

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with and conform to the Sedona Community Plan, Community Focus Area plans, and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

Staff Evaluation: *The proposal is consistent with the Planned Area designation in the Community Plan and is generally consistent with other policies in the Community Plan. The proposal is not in conflict with any policies in the Community Plan.*

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

Staff Evaluation: *Based on Staff's initial evaluation, the proposed parking lot and conversion of the existing single-family house into multi-family and office use complies with all applicable LDC requirements. A final review for full compliance will be done when permits for the proposed changes are submitted.*

E. Minimizes Impacts on Adjoining Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

Staff Evaluation: *The proposed parking lot incorporates landscaping and buffering to the residential properties to the south. The applicant has submitted a Citizen Participation Report (included with [Attachment 2.b](#)). As outlined in this report, the applicant has received positive feedback from neighboring property owners and has worked with the resident of the property directly south of the parking lot and has made changes to the plans to address their concerns.*

During this process, City Staff has received one comment in support of the project.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements, and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

Staff Evaluation: *There are no intergovernmental agreement applicable to this application.*

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts, and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

Staff Evaluation: *The site has been previously disturbed and is not in its natural state. The design and landscaping for the parking lot will incorporate native vegetation and appropriate stormwater management facilities.*

H. Minimizes Adverse Fiscal Impacts

The proposed development shall not result in significant adverse fiscal impacts on the City.

Staff Evaluation: *The applicant has paid all applicable fees associated with this application and will pay all fees associated with permits required for the proposed work. No adverse fiscal impacts to the City are anticipated because of this application.*

I. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

Staff Evaluation: *All applicable review and utility agencies have reviewed the proposal. On initial evaluation, the proposal appears to be consistent with the requirements of each agency. As applicable, a final review will be conducted during the permit review process.*

J. Provides Adequate Road Systems

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

Staff Evaluation: *The proposal would use existing road systems. No new uses are being introduced that would generate an increase in traffic. This application is intended to address parking issues in the area, moving traffic off the streets, where there is insufficient space for safe parking, into a parking lot. Construction of this parking lot will ensure adequate emergency access to the residential neighborhood.*

K. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *All applicable agencies have reviewed the proposal and have determined that adequate public services exist for the proposed use. The parking lot will not impact the need for potable water, sewer, schools, public safety, fire, or libraries. While the number of residential units will be increased, it is not a significant increase and will be able to be served by existing utilities. As part of the development of the project, new sidewalks will be constructed to provide pedestrian access to the site.*

L. Rational Phasing Plan

If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date, and shall not depend upon subsequent phases for those improvements.

Staff Evaluation: *The project is proposed to be developed in two phases. Phase 1 includes construction of the parking lot on the eastern portion of the property. Phase 2 includes conversion of the existing single-family house into multiple employee housing units and an office for Chocolatree. The applicant's letter of intent states that Phase 2 would begin within about a year of the rezoning approval. Understanding how the construction process can play out, Staff would recommend a condition of approval that the applicant obtain permits for Phase 2 within 18 months (1.5 years) of approval and complete the construction within 30 months (2.5 years) of approval.*

Land Development Code Findings: Rezoning (Zoning Map Amendment)

[LDC Section 8.6.A](#) contains the procedures and rules for rezoning applications. This section does not have any additional approval criteria.



Staff Recommendation

Based on compliance with ordinance requirements as conditioned, general consistency with the Land Development Code and the requirements for approval of a zone change, consistency with and conformity to the Sedona Community Plan and the compatibility with surrounding land uses and character of the surrounding area, Staff recommends approval of the proposed zoning request as set forth in case number PZ21-00013 (ZC), subject to applicable ordinance requirements and the attached conditions of approval listed at the end of this staff report.

Sample Motions for Commission Use

(Please note that the below motions are offered as samples only and that the Commission may make other motions as appropriate.)

Recommended Motion for Approval

I move to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ21-00013 (ZC), rezoning APN 408-07-026D from RS-6 and RS-10 (Single-Family Residential) to M3 (Mixed Use Activity Center), based on compliance with Land Development Code requirements, conformance with the requirements for approval of a zone change and consistency and conformance with the Community Plan, and subject to all applicable ordinance requirements and the recommended conditions of approval.

Alternative Motion for Denial

I move to recommend denial of case number PZ21-00013 (ZC) based on the following findings: (Please specify findings)



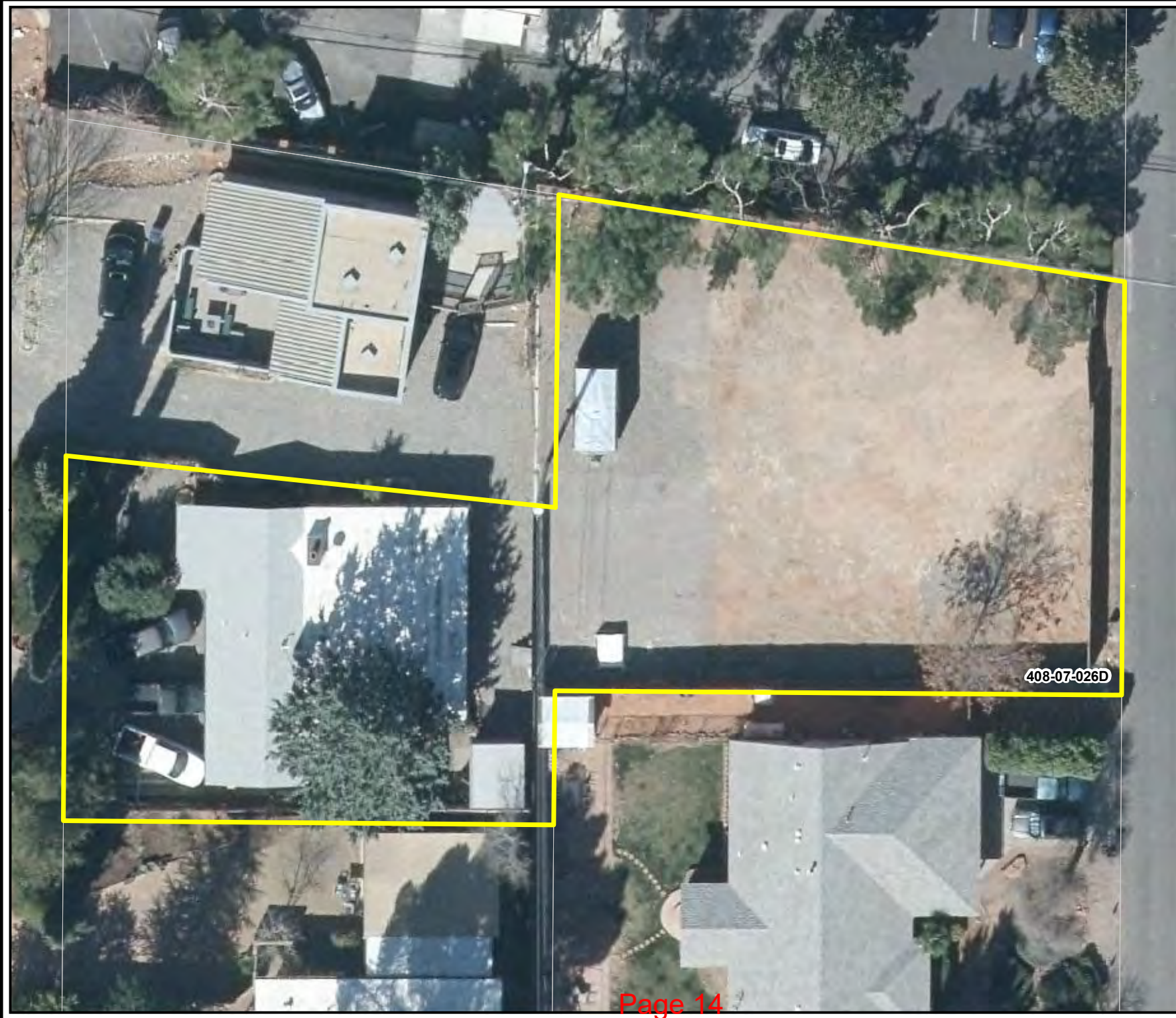
As recommended by Staff, June 21, 2022

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The applicant shall record a deed restriction on the property restricting the rentals of the employee housing units to a minimum of 30 days. City Staff shall approve the language of the deed restriction prior to recording.
3. The project is proposed to be developed in two phases:
 - i) Phase 1: Construction of the parking lot on the eastern portion of the property.
 - ii) Phase 2: Conversion of the existing single-family house into multiple employee housing units and an office for Chocolatree.

Permits for Phase 1 shall be issued within 12 months of City Council approval of the zone change. Permits for Phase 2 shall be issued within 18 months of City Council approval of the zone change. All construction shall be complete within 30 months of City Council approval of the zone change.




4. The zoning for the subject property shall be considered vested when the Deed Restriction is recorded, construction of the parking lot and sidewalks is complete, and the conversion of the house is complete. If the applicant does not meet this condition, the City may initiate proceedings to revoke the zoning, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g and applicable State statutes.
5. The plans submitted for building permits shall address the following:
 - i) An additional ADA parking space shall be added to the existing main Chocolatree parking lot at 1595 W State Route 89A (APN 408-26-025A).
 - ii) The applicant shall construct a new sidewalk along the property's Inspirational Drive frontage and continue the sidewalk north to tie into the existing sidewalk along W State Route 89A. The new sidewalk shall not displace any trees.
 - iii) Prior to construction of the sidewalk, a right-of-way permit and building permit shall be obtained from the City of Sedona.
 - iv) An encroachment permit from ADOT shall be obtained prior to construction in the ADOT right-of-way.
 - v) Applicant shall follow the City of Sedona Land Development Code in its entirety.
 - vi) Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)
 - vii) Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
 - viii) Accessible parking/signage shall meet the requirements of the City's Land Development Code and Design Review, Engineering, and Administrative Manual.

- ix) The applicant shall submit landscaping plans that meet all Land Development Code requirements.
 - x) Prior to the installation of signs, the applicant shall submit a separate sign permit for review and approval. Modifications to proposed signs may be required to ensure compliance with Land Development Code requirements.
6. Within thirty days of approval of the zone change, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Zoning Change approval.



Aerial View

Parcel
408-07-026D
Chocolatree
Parking

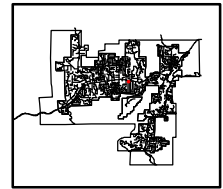
-  Parcel 408-07-026D
-  Parcel Boundary
-  Street Centerline



0 5 10 Feet

408-07-026D

City Index









GIS, City of Sedona
10/12/2021
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This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty of fitness is implied.

Vicinity Map

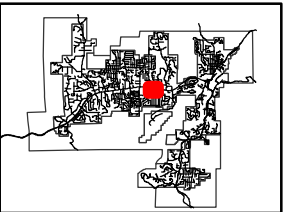
Parcel
408-07-026D
Chocolatree
Parking

-  Parcel 408-07-026D
-  Zoning Boundary
-  Building Footprint
-  Parcel Boundary
-  Trail
-  Street Centerline



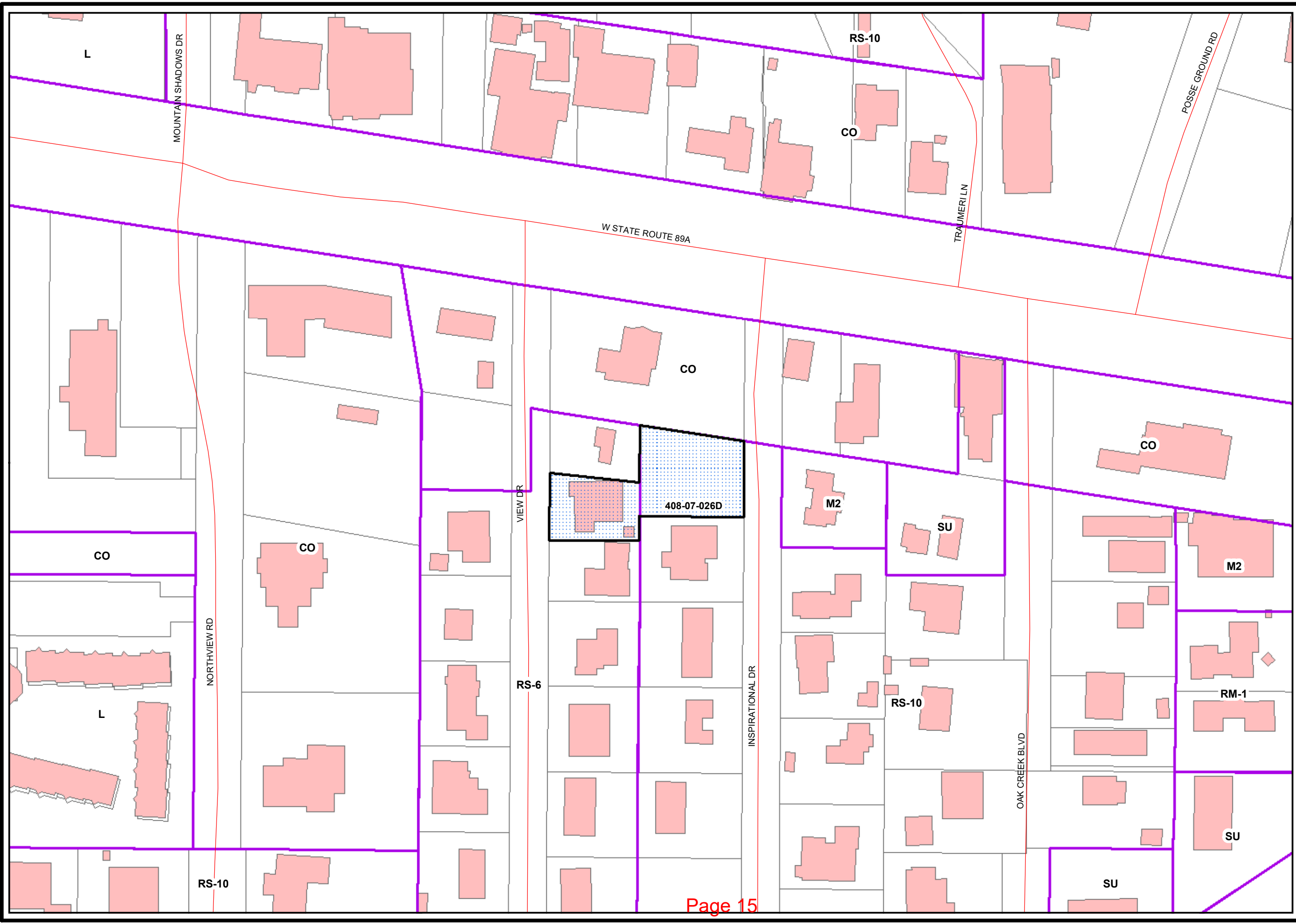
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City Index



GIS, City of Sedona
10/12/2021
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Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects



City Of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336
 (928) 282-1154 • www.sedonaaz.gov/cd

Application for (check all that apply):

- | | | | |
|---|---|--------------------------------------|---|
| <input type="checkbox"/> Conceptual Review | <input type="checkbox"/> Comprehensive Review | <input type="checkbox"/> Appeal | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Development Review | <input type="checkbox"/> Subdivision | <input type="checkbox"/> Minor Modification |
| <input type="checkbox"/> Zone Change | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | |

Project Information	Project Name			
	Project Address		Parcel No. (APN)	
	Primary Contact		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Office Use Only	<i>Application No</i>		<i>Date Received</i>	
	<i>Received by</i>		<i>Fee Paid</i>	

Project Description	
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Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	

Yavapai County Print Parcel



Parcel ID	408-07-026D	Check Digit	8
Owner	Warr Jennifer Marie &		
Owner's Mailing Address	20 View Dr Sedona, AZ 86336-5544		
Secondary Owner	Campbell Christy Lynne JT		
Recorded Date	12/1/2017 12:00:00 AM		
Last Transfer Doc Docket	N/A	Last Transfer Doc Page	N/A
Physical Address	20 View Dr 35 Inspirational Dr	Incorporated Area	City of Sedona

Assessor Acres	0.37	Subdivision	Inspirational View	Subdivision Type	M
School District	Sedona Oak Creek Unified S.D. #9			Fire District	Sedona FD

Improvements (1)	Local Zoning
Type: Single Family Residential Floor area: 1984 Constructed: 1965	City Of Sedona RS-6 RS-10

Assessment
Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year	2022	2021
Assessed Value(ALV)	\$31,318	\$29,826
Limited Value(LPV)	\$313,176	\$298,263
Full Cash(FCV)	\$364,397	\$349,895
Legal Class	Primary Residence	Primary Residence
Assessment Ratio	10%	10%
Usage Code	0130 ?	0130 ?

Taxes	2020 Taxes Billed
Tax Area Code	\$2,840
980	

Date	Book/Page	Type	Cost
11/13/2020	2020-0070337	Warranty Deed	\$525,000
12/5/2017	2017-0062742	Special Warranty Deed	\$0
4/18/2017	2017-0018809	Rerecordings	\$0
1/10/2013	4930-688	Quit Claim	\$0

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. Users should independently research, investigate and verify all information.

By using this website, the user knowingly assumes all risk of inaccuracy and waives any and all claims for damages against Yavapai County and its officers and employees that may arise from the use of this data and agrees to indemnify and hold harmless Yavapai County and its officers and employees to the fullest extent permitted by law. By using this website, the user also agrees that data and use of this website may not be used for commercial purposes.



You are Invited ~

To Our Neighborhood meeting~ Wednesday October 20th 2021 from 11am – 12 noon Complimentary Coffee & Tea Provided

Location: ChocolaTree Organic Oasis 1595 West State Rt 89A Sedona, AZ. 86336

Neighbors of ChocolaTree Organic Oasis;

ChocolaTree has applied on September 29 2021, to rezone 35 Inspirational drive/ 20 view drive from residential (rs6 & 10) to mixed use commercial (m-3). We are holding this neighborhood meeting to answer any questions you may have about our rezone application.

The purpose of the open house is to facilitate on-going communication with interested citizens, property owners, staff, Planning and Zoning and elected officials. It is our intention to be good neighbors and offer a healthy restaurant choice in Sedona as we have done for 13 years now, since 2009 and provide the needed parking for our guests and staff.

ChocolaTree would like to rezone property 35 inspirational / 20 view for use as extended parking for ChocolaTree Organic Oasis and ChocolaTree offices, staff housing. In the drawings attached, we have included the existing conditions and overall plan as well as proposed rezone conditions and overall plan.

At the open house we will be documenting questions or concern any one has and will be sharing this with the city for them to use in the rezone application process. If you are unable to attend the neighborhood meeting, please feel free to email your support, questions or concerns to connect@chocolatree.com no later than October 21st 2021. As well, the city will be notifying those encircled in the surrounding area (map attached) of any ongoing public hearings or citizen participation.

Thank You for Your time and consideration,

Jen Marie

Co Creator at ChocolaTree Organic Oasis

300 ft Properties Map



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

ChocolaTree, LLC
1595 W 89A
Sedona, AZ 86336

September 8, 2021
Director of Community Development Department
City of Sedona

Letter of Intent
Re Zone of 20 View Dr and 35 Inspirational Dr
Parcel# 408-07-026D

Overall Project Description

The property on parcel 408-07-026 has two street frontages. The 20 View Drive portion is an existing residence on a RS 6 zoned lot. The 35 Inspirational View Drive is a vacant fenced RS-10 zoned lot. The owner purchased this property primarily to provide required off site parking for The ChocolaTree Organic Oasis. The existing View Dr home currently provides employee housing and will be converted to M-3 compliant residence and office.

Context Narrative

The property is on the north edge of the Grasshopper Flats Planned Area, a transitional zone between 89A businesses and View Dr and Inspirational Dr residential neighborhoods (see Planned Area Narrative below).

35 INSPIRATIONAL DRIVE:

The proposed parking on 35 Inspirational Dr is adjacent to 3 other businesses and associated parking areas.

North: Los Rosales 1655 W 89A,

Northeast: Foothills Property Management 1615 W 89A

East Professional Offices 30 Inspirational Dr.

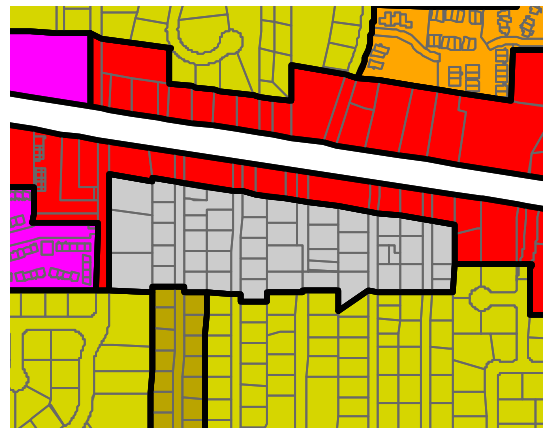
The additional parking will provide required parking for ChocolaTree staff and guests. Bike racks for alternative transportation will be provided.

The 35 Inspirational lot has existing 6' wood fencing built on concrete curbs at the entire north property line, entire south property line and entire west side of lot. The existing curbs limit parking drainage from or to the adjacent properties. Landscaping along the residential property lines will buffer the residence to the south and VRBO to the west. The parking surface will be an approved pervious surface to assist with site drainage retention.

35 Inspirational lot has minimal existing landscape, 1 tree, some smaller trees and an extensive row of trees on neighboring north property under power line that provides a green buffer but will limit new taller trees. There is an increased buffer for most of the adjacent property to the south and the perimeter of parking will be softened with the addition of trees, shrubs ground covers and vines will trees, shrubs ground covers and vines will buffer parking lot from surrounding properties.

20 VIEW DRIVE

20 View Drive is currently employee housing for ChocalaTree employees. M-3 compliant conversion phased process will begin about 1 year after the completion of the 35 Inspirational View rezone. The property is extensively landscaped and screened with conifers and deciduous trees. 6 ft fencing exists on the south side, south east, east and partially fenced on the north. Additional planting will be added with phase 2.



Sedona Community Plan - Planned Areas Narrative

Grasshopper Flats Planned Area

Provide alternate access to adjacent commercial area as a community benefit, if there is an opportunity to do so.

- Off site parking will enhance existing parking at ChocolaTree and benefit traffic flow in adjacent neighborhood.

Provide road, pedestrian/bicycle connections as a community benefit, if there is an opportunity to do so.

- - Bike parking and tool area for customers and employees.

Retain existing single-family residential structures for residential and non-residential uses as a community benefit, if applicable.

- - Existing house will be retained for M-3 compliant, non short term employee / worker housing, live work and or ChocolaTree office production.

Preserve historic resources, if applicable.

- - Not applicable

Planned Areas

Planned Areas (PA) were established in the 2002 Community Plan and brought forward in this Plan to address needs and provide benefits for certain areas, including land use transitions or buffers between residential areas, commercial uses, and highway corridors. As an incentive, a rezoning to an alternative land use may be considered if it is consistent with the Community Plan recommendations for the PA. Residential densities cannot exceed 12 units per acre and land uses must be consistent with the range of land use designations described in this section unless approved through a Community Plan Amendment and Specific Plan within a CFA. Where a PA designation falls within a CFA, the CFA "Community Expectations" will apply where appropriate.

The following Planned Areas are outside a CFA and create a transition between more intensive commercial areas and residential areas, the National Forest, or the highway

corridor. Rezonings within these areas may also be considered according to the following needs and benefits where applicable.

- 1 • Provide enhanced buffering and land uses that are compatible with both existing residential and commercial areas, including strategic building and parking placement, use of topographic changes, vegetative screening and other buffering techniques.
- 2 • Include land uses that generate minimal traffic relative to the residential character of the area.
- 3 • Provide diverse housing options if there is an opportunity to do so.
- 4 • Eliminate non-conforming uses as a benefit.
- 5 • Consolidate properties under unified planning if there is an opportunity to do so.

The Planned Areas on the following pages are outside of a Community Focus Area. For further information on a PA that is within a CFA, please see the corresponding CFA description.

Planned Areas

1. Provide enhanced buffering and land uses that are compatible with both existing residential and commercial areas, including strategic building and parking placement, use of topographic changes, vegetative screening and other buffering techniques.

- Mixed Use parking and M-3 compliant housing buffers neighborhood to south from 89A business and highway with existing fencing and proposed landscape. Majority of parking is setback from 43 Inspirational.

2. Include land uses that generate minimal traffic relative to the residential character of the area.

- Our location would not increase traffic into the neighborhood. 35 Inspirational is directly behind an 89A business and has two other business and parking areas across street. View has a VROB to north and then 89A business.

3. Provide diverse housing options if there is an opportunity to do so.

- Existing residence on View to remain as live work or other M-3 use.

4. Eliminate non-conforming uses as a benefit.

- Currently zoned single family with non compliant set back. The rezone will bring into compliance.

5. Consolidate properties under unified planning if there is an opportunity to do so.

- Consolidating parcels with RS-6 and RS-10 current zoning, to M-3 zoned resulting in unified planning.



City Of Sedona Community Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

PZ21-00016 (ZC) Planning Comments

Reviewer: Cari Meyer, Planning Manager

(928) 203-5049; cmeyer@sedonaaz.gov

1. COMMENT: A public hearing for this project will be scheduled after all comments are addressed and additional information provided. If there are any areas requiring clarification or additional information, please schedule a meeting with staff.
2. COMMENT: Changes made based on the following comments must be reflected on all applicable pages/plans.
3. The following comments reference the Land Development Code (LDC). The LDC may be reviewed online at <https://sedona.municipal.codes/SLDC>.
4. Letter of Intent (LOI)
 - a) Provide parking calculations for Chocolatree. Indicate whether the proposed parking will be used to accommodate existing demand or to allow for expansion of the restaurant.
 - i) Parking requirements are in LDC Section 5.5. Please contact City staff with any questions regarding how parking is calculated.
5. Proposed Parking Lot
 - a) Provide details on how the parking lot will be tied to the operation of the Chocolatree Restaurant (deed restrictions, shared parking agreement, etc.). (LDC Section 5.5.E(2)c)
6. Existing house/Short term rentals
 - a) Provide strategies to ensure the house will be used for long-term rental (not short term) rentals. Potential options include a deed restriction or development agreement.
 - b) In addition to restricting the existing house from becoming a short term rental, consider a provision that would prevent short term rentals on the entire property.
7. House on View Drive – Proposed to be converted to “M3 compliant residence and office”
 - a) Provide an explanation of how the house will be converted to become “M3 compliant”.
 - b) Provide a timeline for this conversion – the LOI only states the conversion will begin within 1 year; provide anticipated completion date.
 - c) Provide a detailed floor plan of the house and a summary of the work needed for the conversion.
 - d) The applicant should discuss the details of the proposed conversion with Steve Mertes, Chief Building Official, and Dori Booth, Sedona Fire Marshal, to ensure they understand all of the Building and Fire Code requirements for this conversion to be approved.
8. Site Plan
 - a) A sidewalk along the street frontage is required – show sidewalk on plans.
 - i) For the parking lot to be used as off-site parking for Chocolatree, there must be a connection along a legal pedestrian route. Show sidewalk connection from the frontage of this lot to

sidewalk along W State Route 89A. (LDC Section 5.5.E(2)a). If this connection does not currently exist, add to plans/scope of work.

- b) Plans show a gate along the Inspirational Drive side of the property. Gates are required to be located to allow a car to wait on the property (without blocking streets and sidewalks) while the gate opens. The gate is shown about 10 feet off of the property line, which is not enough depth for a car. Relocate or remove gate. (LDC Section 5.5.G(3))
 - c) Indicate location of bicycle parking. (LDC Section 5.5.D(3)c).
 - d) Show path of travel and calculate length from proposed parking lot to Chocolatree.
 - e) Show Inspirational Drive pavement surface on site plans; include distance from pavement to property line.
 - f) Include a pedestrian pathway from the existing house to the proposed parking lot.
 - g) Indicate materials/color of 3-foot tall screen wall.
9. Landscaping – See LDC Section 5.6
- a) A minimum landscape buffer of 10 feet is required where the site abuts a residential zone. Increase landscaping along southern property line to a minimum of 10 feet in depth. (LDC Section 5.6.C(2)b.1).
 - b) Provide scientific name for each proposed tree and shrub. All plants must be included on the City’s plant list or determined to be suitable for the Sedona area.
 - c) Provide proposed numbers of each tree and shrub.
 - i) A minimum of 1 tree and 3 shrubs per 400 square feet of landscape area are required. (LDC Section 5.6.C(1)a.2).
 - ii) Ensure that 50% of all proposed plants are on the City’s native plant list. (LDC Section 5.6.C(1)b.1).
 - d) The City’s plant list along can be reviewed at the following link:
 - i) <https://www.sedonaaz.gov/home/showpublisheddocument/36508/636833305561070000>
10. Lighting – See LDC Section 5.8
- a) Complete a lighting application, available online at:
 - i) <https://www.sedonaaz.gov/home/showpublisheddocument/44952/637732617633670000>
11. Signs – See LDC Article 6
- a) Provide a color sample for the sign background color.
 - b) Provide mounting details and overall height for signs.
 - c) Consider switching the location of the proposed sign, with the entrance sign on the northern side of the driveway and the exit sign on the southern side of the driveway, so it is easily seen by vehicles exiting the site.
12. Citizen Participation Report: Submit Citizen Participation Report



Public Works Department

102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 • Fax: (928) 282-5348;
Hanako Ueda, EIT (928) 203-5024

PZ21-00016 (DEV)
Chocolatree (Comprehensive)
12/9/21

Engineering Comments

Please address all comments by the next submittal:

1. A sidewalk connection along Inspirational Dr. is required. Please show a 5' sidewalk from the southerly property line of the proposed parking lot to connect to the sidewalk at 89A; approximately 235ft.
2. The peak hour parking of 30 spaces and peak hour traffic of 42 vehicles are acceptable, but Chocolatree appears to be closer to LUC 932 High-Turnover (Sit-Down) Restaurant rather than LUC 930 Fast Casual Restaurant. 946 daily trips seem excessive.
3. Compact spaces must be signed and mounted 5' above grade.
4. Move the new ADA space closest to the driveway. Provide signage per the city's Design, Review, Engineering and Administrative Manual section 3.4.C.(1)b.
5. The ADA space & 5' aisle must be on a rigid, stabilized surface. Show a note/detail for utilizing stabilized decomposed granite. If the parking is associated with the restaurant rather than the office, the new ADA space may be moved to the existing, paved parking lot.
6. Delineate the public utility easement on the plans.
7. Include a drainage swale at the southerly property boundary to direct any runoff towards the roadside ditches.

Prior to Issuance of Building Permit:

- Infrastructure within the ADOT ROW must be approved by ADOT.
- Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of DREAM Chapter 3.1.
- Applicant shall follow the City of Sedona Land Development Code in its entirety.
- Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)
- Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
- Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.
- All concrete within the City ROW shall be colored "Sedona Red" (Davis 160 color).

MEMO



To: Cari Meyer, Planning Manager

From: Gabe Desmond, Sustainability Coordinator

gdesmond@sedonaaz.gov

(928) 203-5123

Date: December 8, 2021

Subject: Recommendations for Chocolatree Parking Development Application

- 1) I would advise Chocolatree explore opportunities for covered parking with solar panels. Specifically, they may want to look into APS's [Solar Communities Program](#). The program would pay to install covered parking with solar. Additionally, in exchange for allowing APS to build here, Chocolatree would receive an estimated \$125 a month off of their electricity bill. The program is currently full, but they can apply to be on the waitlist for next year.

- 2) As a rezone for a commercial property, I would recommend that we require them to comply with Building Code Appendix CB. This would require them to have 5% of the total number of parking spaces "EV Capable." In this case, that would equate to one spot. I spoke with our Chief Building Official, Steve Mertes, and if preferential to the developers, we would likely be open to them making this upgrade at their original parking facility instead, especially if they plan to install an actual charging station. This may be cheaper for them depending on what their electrical panel capacity is at the new parking lot.

ChocolaTree, LLC
1595 W 89A
Sedona, AZ 86336

February 23, 2022

Director of Community Development Department
City of Sedona

Letter of Intent - Addendum - Responses
Re Zone of 20 View Dr and 35 Inspirational Dr
Parcel# 408-07-026D

1. noted
2. noted
3. noted
4. Letter of Intent - Addendum
 - a) The proposed parking will accommodate existing demand and provide extra in the case that we are to extend seating either indoors or out. – Please reference document attached named “4a current chocolatree parking calculations”.
 - The existing house at 20 View will be a 2 bedroom unit (1.75 spaces), a 1 bedroom unit (1.25 spaces) and a studio (1 space).
5. Proposed Parking Lot
 - a) In order to address this issue, ChocolaTree proposes:
 1. ChocolaTree shall provide a long term lease from Jennifer Warr for the parking spaces on the 20 View property. The parking spaces qualify under 5.5.E(2)a) as it is within 500 feet of the front door of ChocolaTree Organic Oasis located at 1595 W. State Route 89A in Sedona, AZ. Said lease shall contain:
 - A. A timeframe of 35 years, binding on current owner, as well as heirs and devisees. With proof of continued use and maintenance.
 - B. A provision that the City of Sedona be a part of said lease and be notified in writing of any changes in the provisions of said lease.
 - C. A provision that Jennifer Warr be released from the terms of the lease in the event that she does not become the owner of the property currently known as 1595 W. State Route 89A, Sedona, AZ 86326.
 - D. A site plan depicting the exact location and number of shared parking spaces.
6. Existing house/Short term rentals

- a. We can agree to only lease the property to current staff and their families for a period of time. In other words. Any resident dwellings will be for ChocolaTree staff so long as ChocolaTree exists.
7. House on View Drive – Proposed to be converted to “M3 compliant residence and office”
- a. explanation of how the house will be converted to become “M3 compliant is shown in “7a. A-1 Existing 20 View Drive House Plan and Elevations.pdf” and document “7a. A-2 Demo and Proposed 20 View Plans.pdf” .Will consult with Building, Fire and Public Works officials and an architect to determine modifications necessary to convert 20 View from residential to M3 multifamily / commercial uses.
 - b. Upon approval of rezone and parking lot construction the 20 view building conversion to accommodate multi use commercial use will be complete within 1 year. The existing house at 20 View will be a 2 bedroom unit, a 1 bedroom unit and a studio. All utilized for staff housing.
 - c. Detailed floor plan of the house is addressed in 7a. Summary of the work needed for the conversion in “7c summary of work.”
 - d. noted.
8. Site Plan
- a. The connector sidewalk is shown in drawing “8.a d Pedestrian access plan.pdf”
 - b. There will not be gate at the entry to the Inspirational Drive side of the property.
 - c. The bicycle parking is on “8.c e f. P-1 Inspirational Parking Plan.pdf”
 - d. Pedestrian Travel Path is shown on: “8.a d Pedestrian access plan.pdf”
 - e. Edge of pavement is shown on “8.c e f. P-1 Inspirational Parking Plan.pdf”
 - f. Pedestrian path is shown on “8.c e f. P-1 Inspirational Parking Plan.pdf”
 - g. Natural Cedar Fencing to match existing fencing.
9. See attached Named “9. Landscape”
- Being a gardener I am overjoyed to plant this bare lot with native and adaptive species. Turning it into a lush parking oasis, very much in alignment with the ChocolaTree ethos and vision.
- a) Regarding landscape buffer requirements, there is another option: or LDC 5.6.C(2)b.1 ii): A solid wall or fence no less than six feet in height. Shown on P-1 Inspirational Parking Plan.pdf
 - b) 9. Preliminary Parking Landscape Plan
 - c) 9. Preliminary Parking Landscape Plan
 - d) noted
10. Sent 1.24.22 See attachment named “10. Application” and “10.lighting plan”
11. See attached named “111a.b.c. Preliminary Parking Signage Plan.” The color of sign is white background and dark brown letters, same as ChocolaTree sign but reverse.

12. Citizen Participation Report: Submit Citizen Participation Report.

All citizens living within 300 ft of the proposed parking area have been notified with a letter and invited to neighborhood open house we conducted December 15 2021. Those interested in and potentially affected by our application were notified that an application had been submitted.

In the letter sent inviting all to the November neighborhood outreach all were invited to show up physically or send any questions or concerns to Chocolatree email, or call.

The 2 neighbors that attended were emphatically in favor of the rezone submission. One lives at 20 View Dr, the other has a commercial property a block to west. The neighbor directly to the South of 35 Inspirational, named Sayon, who will be most affected by the rezone has been called and we have exchanged a few conversations as well as on site at the property. He is in favor and his concern has been noted, he would like no drainage onto his property, is concerned about live music in parking lot and lighting levels. As well he has requested we consider using a gravel that is not noisy when cars drive over it. To address this concern we will be use non pervious stone and French irrigation drain and drainage swale along the south side of the property so to be sure there is no storm drainage or vehicle encroachment on his property. We will be taking further precautions and will have parking blocks and/or short fencing so cars cannot pull close to his property.

There were no other communications from neighbors or interested parties.

We will keep the Community Development Department informed on the status of our citizen participation efforts if there are any questions or concerns that have not already been addressed.

PZ21-00016 (DEV) Chocolatree (Comprehensive) 12/9/21

**Engineering Comments
Addressing all comments:**

1. A sidewalk connection along Inspirational Dr. is required. "8d. SP-9 Neighborhood Parking to ChocolaTree.pdf"
2. See updated TIA "EC. 2 Kimberly Horn Traffic Statement"
3. Compact spaces must be signed and mounted 5' above grade. See "11a.b.c. Preliminary Parking Signage Plan."
4. The new ADA space to be at existing ChocolaTree parking lot adjacent to existing ADA space shown on drawing "4a current chocolatree parking calculations"
5. The ADA space & 5' aisle must be on a rigid, stabilized surface. Show a note/detail for utilizing stabilized decomposed granite. If the parking is associated with the restaurant rather than the office, the new ADA space may be moved to the existing, paved parking lot. – not applicable, as ADA parking is at ChocolaTree
6. Delineate the public utility easement on the plans. Shown on:, "8.c e f. P-1 Inspirational Parking Plan.pdf"
7. Include a drainage swale at the southerly property boundary to direct any runoff towards the roadside ditches. shown on "8.c e f. P-1 Inspirational Parking Plan.pdf"

Recommendations for Chocolatree Parking Development Application

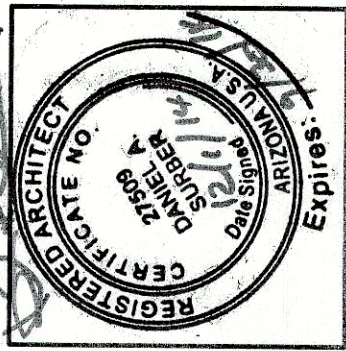
From: Gabe Desmond, Sustainability Coordinator

- 1) I would advise Chocolatree explore opportunities for covered parking with solar panels. Specifically, they may want to look into APS's Solar Communities Program. The program would pay to install covered parking with solar. Additionally, in exchange for allowing APS to build here, Chocolatree would receive an estimated \$125 a month off of their electricity bill. The program is currently full, but they can apply to be on the waitlist for next year.

-I have written , there is no program available for 2022 with our current layout. They are only giving incentive for sloped roof, not new build of parking lot. There is no one to speak to about this, unless you have another lead or idea?

- 2) As a rezone for a commercial property, I would recommend that we require them to comply with Building Code Appendix CB. This would require them to have 5% of the total number of parking spaces "EV Capable." In this case, that would equate to one spot. I spoke with our Chief Building Official, Steve Mertes, and if preferential to the developers, we would likely be open to them making this upgrade at their original parking facility instead, especially if they plan to install an actual charging station. This may be cheaper for them depending on what their electrical panel capacity is at the new parking lot.

We do not have the existing electric capacity at either location (1595 89a or 20 view) As we are utilizing the home as staff housing, there is not excess electric for this program. Could explore pre wiring for future "EV Capable" station at new parking lot.



DAN SURBER ARCHITECT
 P.O. BOX 3764 SEDONA, ARIZONA
 928-204-2814 86340

PROJECT INFORMATION:
 ADDITION AND REMODEL TO THE
 CHOCOLATE TREE ORGANIC EATERY
 1595 W. STATE ROUTE 89-A SEDONA, AZ. APN: 408-26-025A

DRAWING TITLE:
 SITE PLAN AND PROJECT INFO
CITY OF SEDONA PLANNING & ZONING DEPARTMENT

SCALE: 1"=10'-0"

DATE: 05/10/14

A-1

SHT. 1

PROJECT INFORMATION
 THE EXISTING CHOCOLATREE ORGANIC EATERY.
 AS-BUILT DRAWINGS FOR PREVIOUS CHOCOLA TREE REMODEL
 SCREENED PORCH AND ACCESSIBLE PATH AND RAMPS ADDITION
 TO OUTDOOR DINING PATIO AREA IN REAR.

APN # 408-26-025A
 ADDRESS: 1595 W. STATE ROUTE 89-A SEDONA, ARIZONA
 LOT AREA: 36 ACRES 15,816 SQFT.
 LOT COVERAGE ALLOWED = 3,954

ZONING: C-2 GENERAL COMMERCIAL

OCCUPANCY: 'A-2' ASSEMBLY GROUP - RESTAURANT
 'M' MERCANTILE GROUP
 'F-2' FACTORY GROUP

TENANT SQUARE FOOTAGE (EXISTING = 2,883 SQFT.)
 RESTAURANT KITCHEN AREA = 1,200 SQFT.
 RETAIL SALES AREA = 143 SQFT.
 MANUFACTURING AREA = 1,540 SQFT.
 TOTAL EXISTING FOOTPRINT = 2,883 SQFT.
 OUTDOOR COVERED AREA = 212 SQFT.
 OUTDOOR FRONT DINING PATIO = 510 SQFT.
 OUTDOOR REAR DINING PATIO = 2,000 SQFT.

INDOOR SEATING = 19 SEATS
 (WOULD LIKE TO INCREASE)
 OUTDOOR SEATING = 17 SEATS
 (WOULD LIKE TO INCREASE)

PARKING REQUIREMENTS:
 RESTAURANT 12 SPACES
 (1200/100 = 12.0)
 OUTDOOR DINING 13 SPACES
 (2510/200 = 12.55)
 RETAIL SALES AREA 1 SPACES
 (143/200 = .715)
 MANUFACTURING 2 SPACES
 (1540/750 = 2.0)

TOTAL SPACES REQUIRED 28 SPACES

TOTAL SPACES PROVIDED 39 SPACES (24 HOURS DAILY)
 (18 AT CHOCOLATREE + 21 AT RED PLANET DINER)

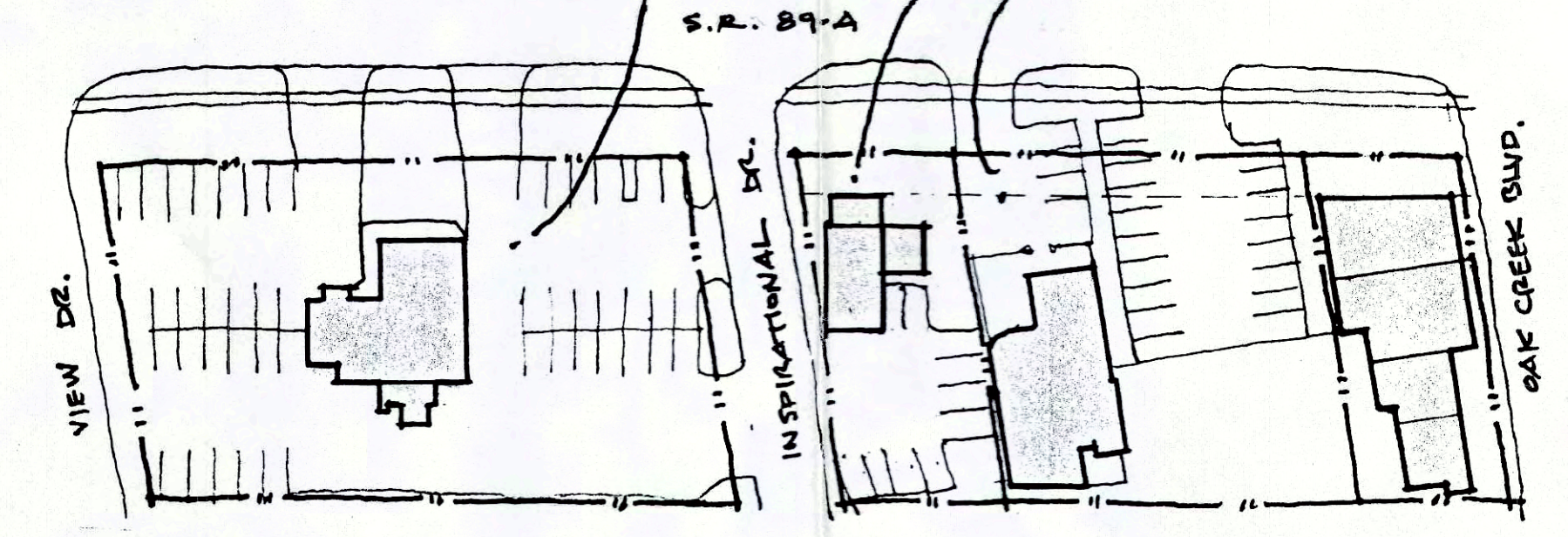
TOTAL SPACES PROVIDED 49 SPACES (AFTER 5:00 PM)
 (ADDITIONAL 10 AT FOOTHILLS REALTY AFTER 5PM AND WEEKENDS)

REVIEWED FOR CODE COMPLIANCE
 1. REVIEWED DOCUMENTS MUST BE ON JOB SITE
 2. REVISIONS MUST BE APPROVED BY THE ARCHITECT / ENGINEER / DESIGNER OF RECORD PRIOR TO BUILDING - SAFETY REVIEW.
 3. STAMPING OF DOCUMENTS SHALL NOT BE HELD TO PERMIT OR APPROVE VIOLATION OF ANY BUILDING CODE, CITY ORDINANCE OR STATE LAW
 BUILDING DATE 12-11-14
 ENGINEERING DATE 12-15-14
 PLANNING/ZONING DATE 12-15-14
 FLOOD CONTROL FOOTHILLS PROPERTY MANAGEMENT
 FIRE DISTRICT DATE 12-15-14
 CITY OF SEDONA BUILDING DEPT

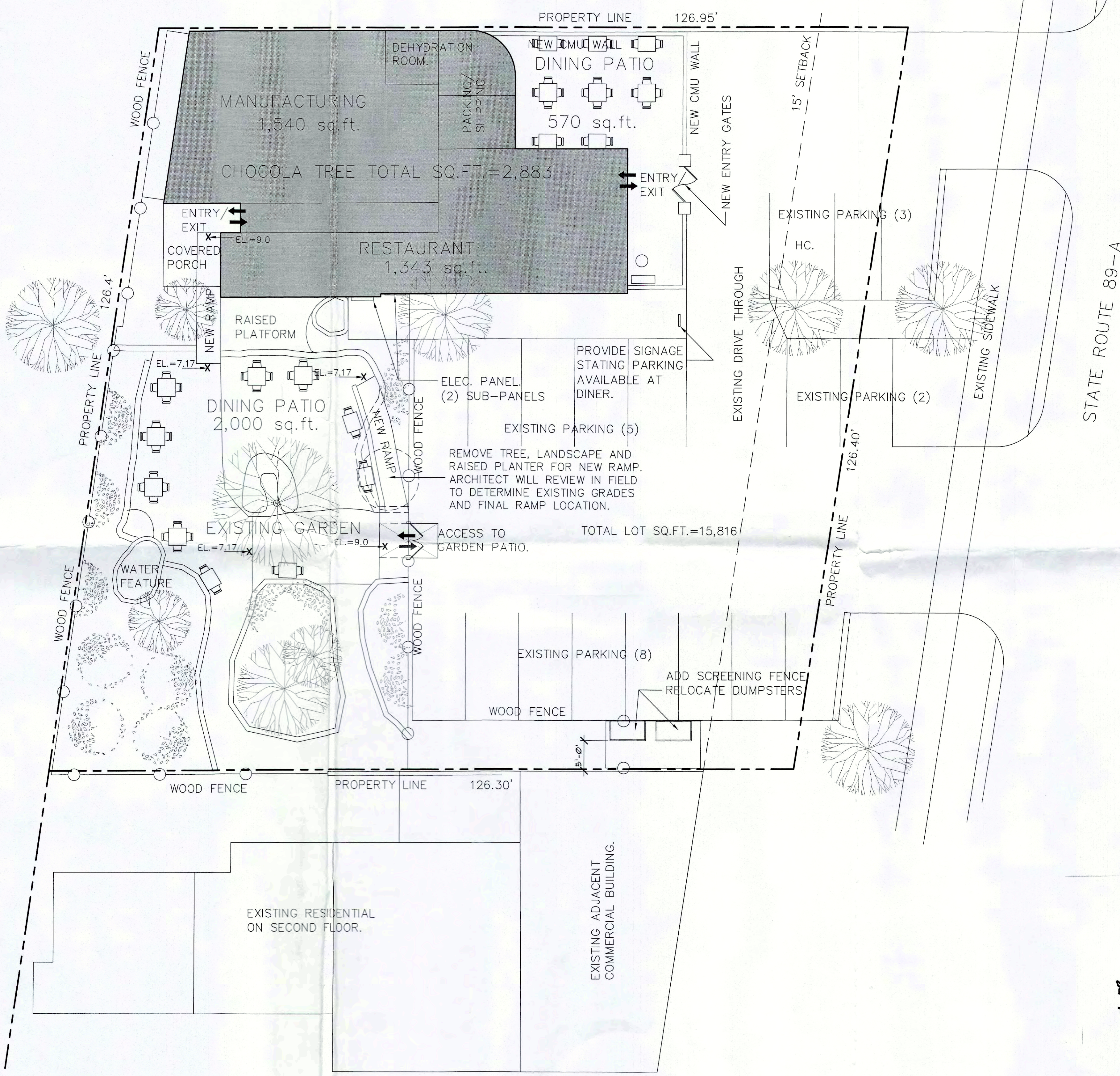
B-01492
B-01119
Dept

RED PLANET DINER PARKING AGREEMENT
 EXISTING 2,400 SQ.FT. RESTAURANT WITH
 310 SQ.FT. OF OUTDOOR DINING REQUIRES
 26 SPACES - SPACES PROVIDED = 43
 THEREFORE 21 SPACES ARE AVAILABLE
 DAILY SUNDAY THROUGH MONDAY.

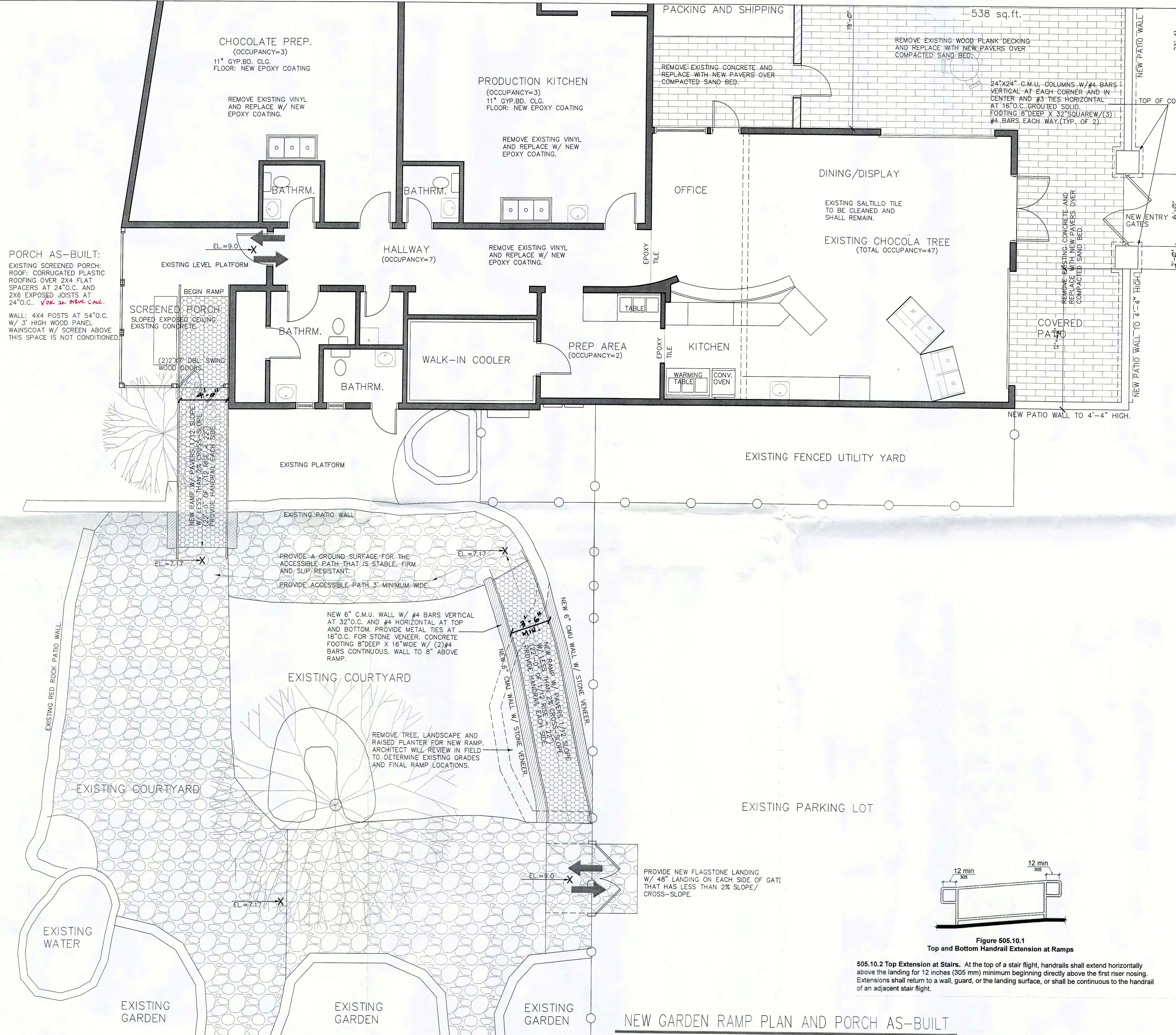
CHOCOLATREE PROPERTY PARKING:
 21 EXISTING SPACES.



OVERALL PARKING SITE PLAN - ADJACENT PROPERTIES
 SCALE: 1"=60'-0" NORTH



SITE PLAN
 SCALE: 1"=10'-0" NORTH



405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.
EXCEPTION: In assembly areas, aisle ramps adjacent to seating and not serving elements required to be on an accessible route shall not be required to comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.
EXCEPTION: In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to space limitations.

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope ¹	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

Advisory 405.2 Slope. To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.

405.3 Cross Slope. Cross slope of ramp runs shall not be steeper than 1:48.
Advisory 405.3 Cross Slope. Cross slope is the slope of the surface perpendicular to the direction of travel. Cross slope is measured the same way as slope is measured (i.e., the rise over the run).

405.4 Floor or Ground Surfaces. Floor or ground surfaces of ramp runs shall comply with 302. Changes in level other than the running slope and cross slope are not permitted on ramp runs.

405.5 Clear Width. The clear width of a ramp run and, where handrails are provided, the clear width between handrails shall be 36 inches (915 mm) minimum.
EXCEPTION: Within employee work areas, the required clear width of ramps that are a part of common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed.

405.6 Rise. The rise for any ramp run shall be 30 inches (760 mm) maximum.

405.7 Landings. Ramps shall have landings at the top and the bottom of each ramp run. Landings shall comply with 405.7.

Advisory 405.7 Landings. Ramps that do not have level landings at changes in direction can create a compound slope that will not meet the requirements of this document. Circular or curved ramps continually change direction. Curvilinear ramps with small radii also can create compound cross slopes and cannot, by their nature, meet the requirements for accessible routes. A level landing is needed at the accessible door to permit maneuvering and simultaneous door operation.

Figure 405.7 Ramp Landings

405.7.1 Slope. Landings shall comply with 302. Changes in level are not permitted.
EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

405.7.2 Width. The landing clear width shall be at least as wide as the widest ramp run leading to the landing.

405.7.3 Length. The landing clear length shall be 60 inches (1525 mm) long minimum.

405.7.4 Change in Direction. Ramps that change direction between runs at landings shall have a clear landing 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum.

405.7.5 Doorways. Where doorways are located adjacent to a ramp landing, maneuvering clearances required by 404.2.4 and 404.3.2 shall be permitted to overlap the required landing area.

405.8 Handrails. Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with 505.
EXCEPTION: Within employee work areas, handrails shall not be required where ramps that are part of common use circulation paths are designed to permit the installation of handrails complying with 505. Ramps not subject to the exception to 405.5 shall be designed to maintain a 36 inch (915 mm) minimum clear width when handrails are installed.

505 Handrails

505.1 General. Handrails provided along walking surfaces complying with 403, required at ramps complying with 405, and required at stairs complying with 504 shall comply with 505.

Advisory 505.1 General. Handrails are required on ramp runs with a rise greater than 6 inches (150 mm) (see 405.8) and on certain stairways (see 504). Handrails are not required on walking surfaces with running slopes less than 1:20. However, handrails are required to comply with 505 when they are provided on walking surfaces with running slopes less than 1:20 (see 403.6). Sections 505.2, 505.3, and 505.10 do not apply to handrails provided on walking surfaces with running slopes less than 1:20 as these sections only reference requirements for ramps and stairs.

505.2 Where Required. Handrails shall be provided on both sides of stairs and ramps.
EXCEPTION: In assembly areas, handrails shall not be required on both sides of aisle ramps where a handrail is provided at either side or within the aisle width.

505.3 Continuity. Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
EXCEPTION: In assembly areas, handrails on ramps shall not be required to be continuous in aisles serving seating.

505.4 Height. Top of gripping surfaces of handrails shall be 34 inches (865 mm) minimum and 38 inches (965 mm) maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.

Advisory 505.4 Height. The requirements for stair and ramp handrails in this document are for adults. When children are the principal users in a building or facility (e.g., elementary schools), a second set of handrails at an appropriate height can assist them and aid in preventing accidents. A maximum height of 28 inches (710 mm) measured to the top of the gripping surface from the ramp surface or stair nosing is recommended for handrails designed for children. Sufficient vertical clearance between upper and lower handrails, 9 inches (230 mm) minimum, should be provided to help prevent entrapment.

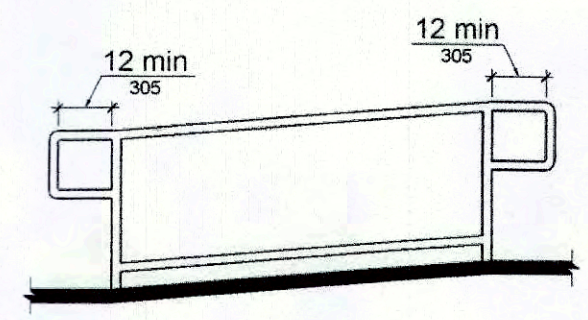


Figure 505.10.1 Top and Bottom Handrail Extension at Ramps

505.10.2 Top Extension at Stairs. At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.

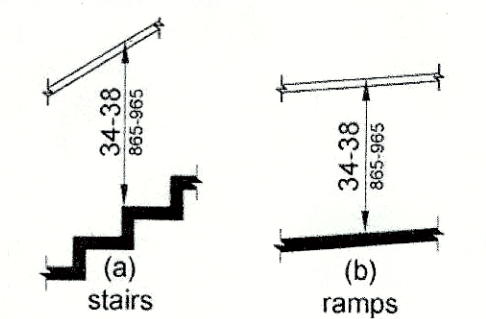
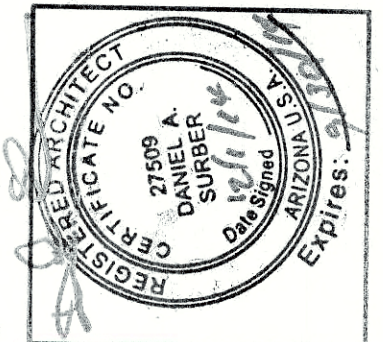


Figure 505.4 Handrail Height

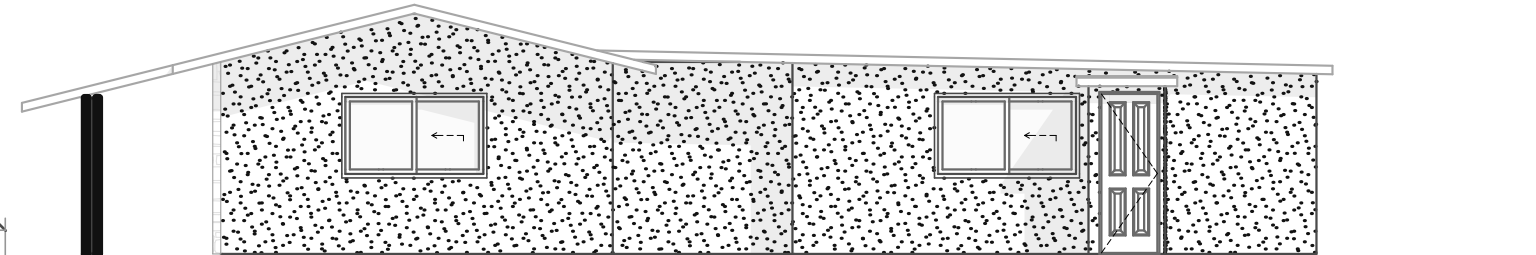
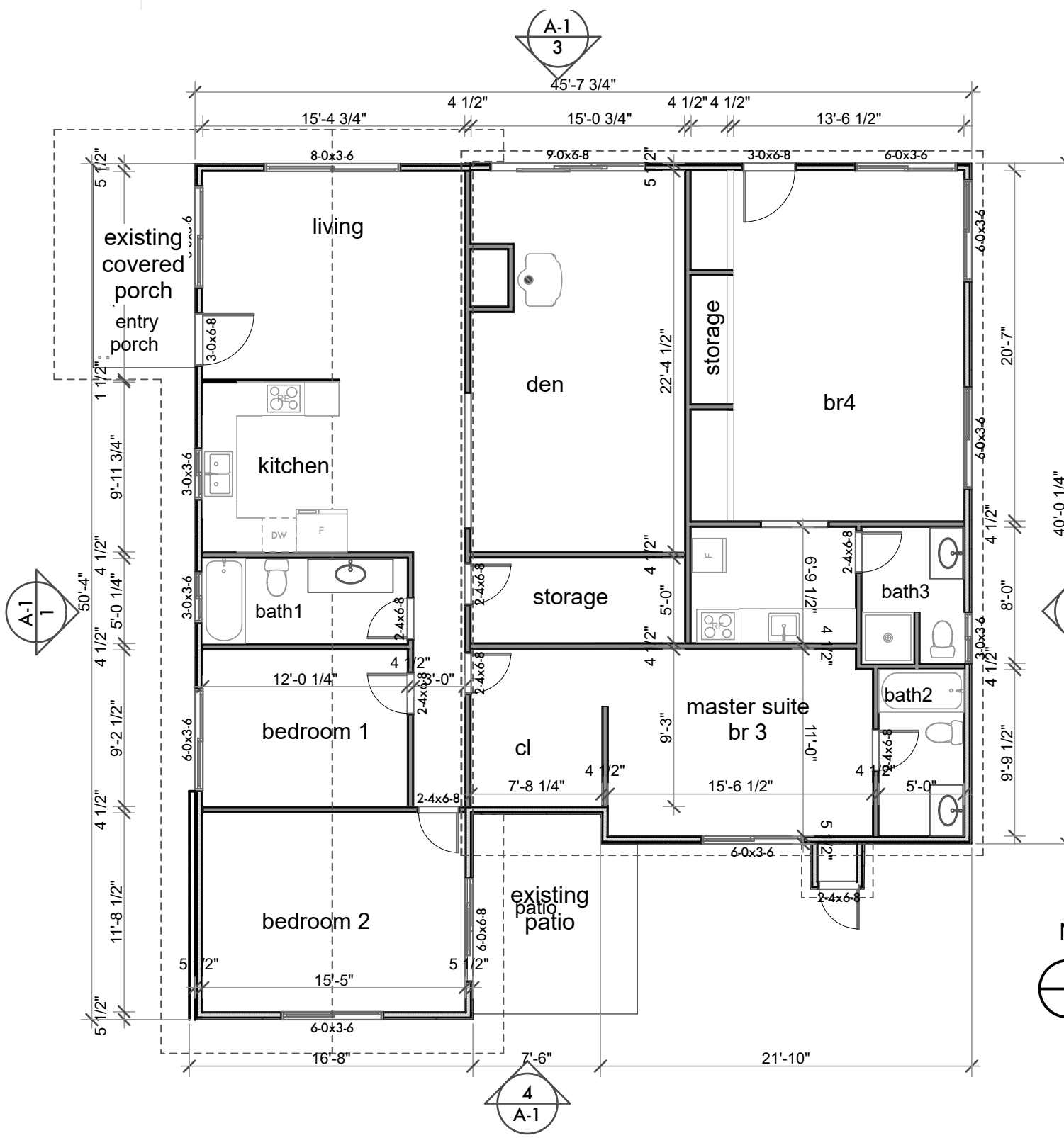


DAN SURBER ARCHITECT
 P.O. BOX 3164 SEDONA, ARIZONA
 928-204-2814 86340

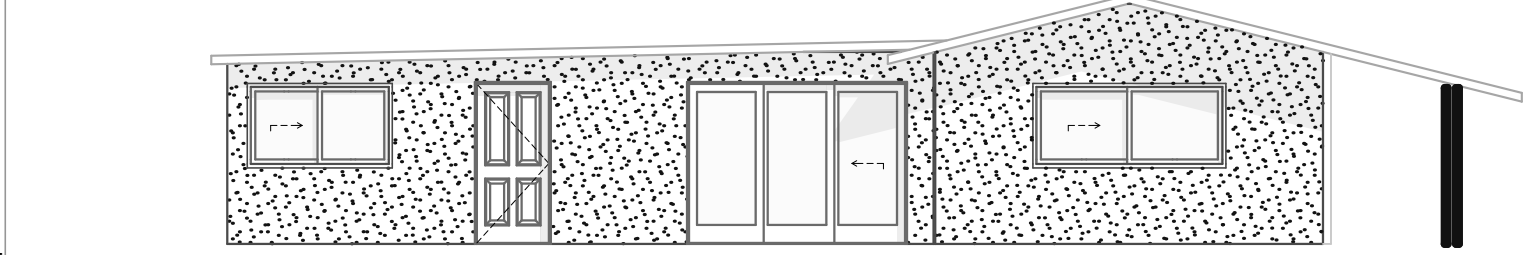
PROJECT INFORMATION:
 ADDITION AND REMODEL TO THE
 CHOCOLA TREE ORGANIC EATERY
 1595 W. STATE ROUTE 89-A SEDONA, AZ. APN. 408-26-025A

DRAWING TITLE:
 NEW FLOOR PLAN
 PATIO RAMP DETAIL

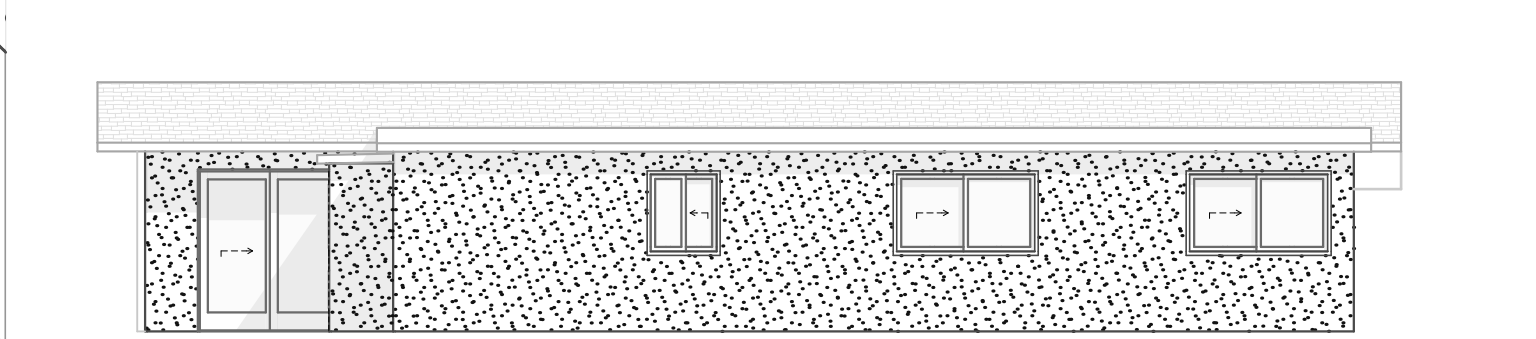
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DATE: 05/10/14



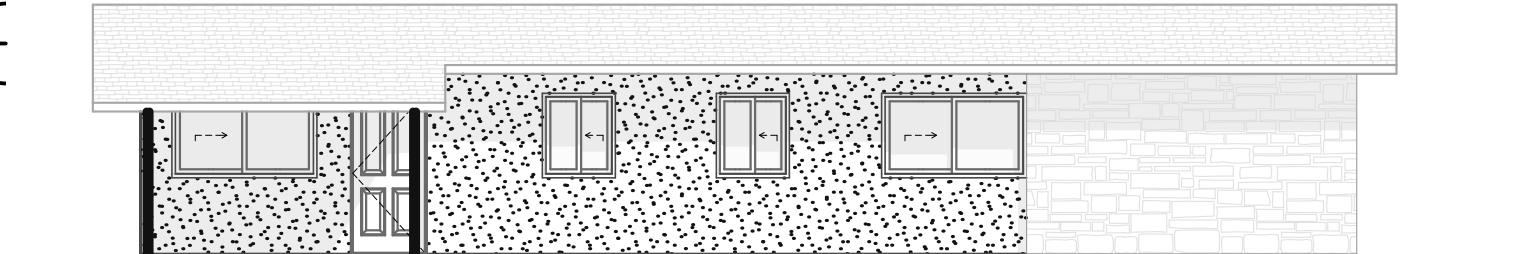
4 South Elevation
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



3 North Elevation
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0 4' 8' 16'

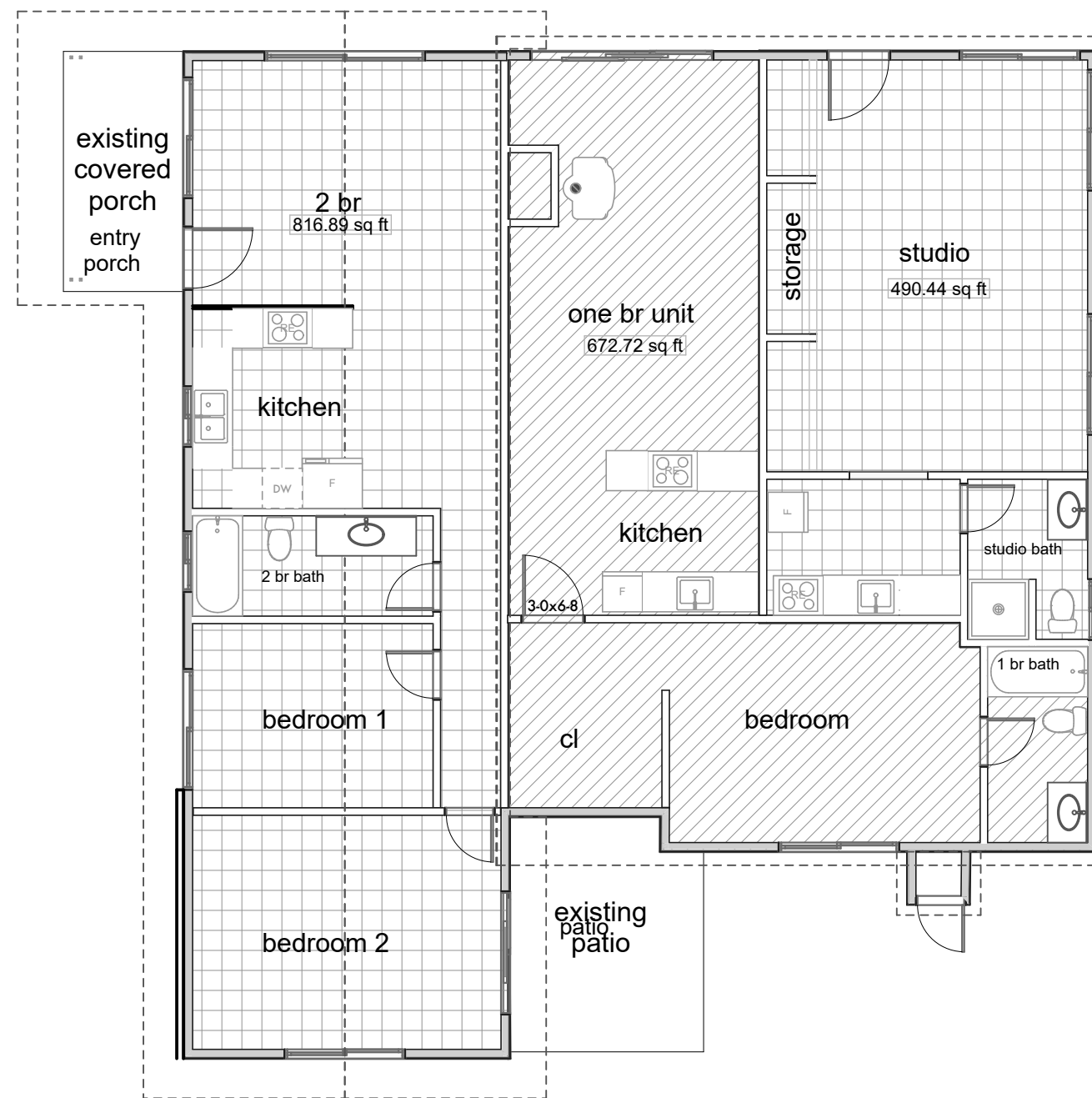
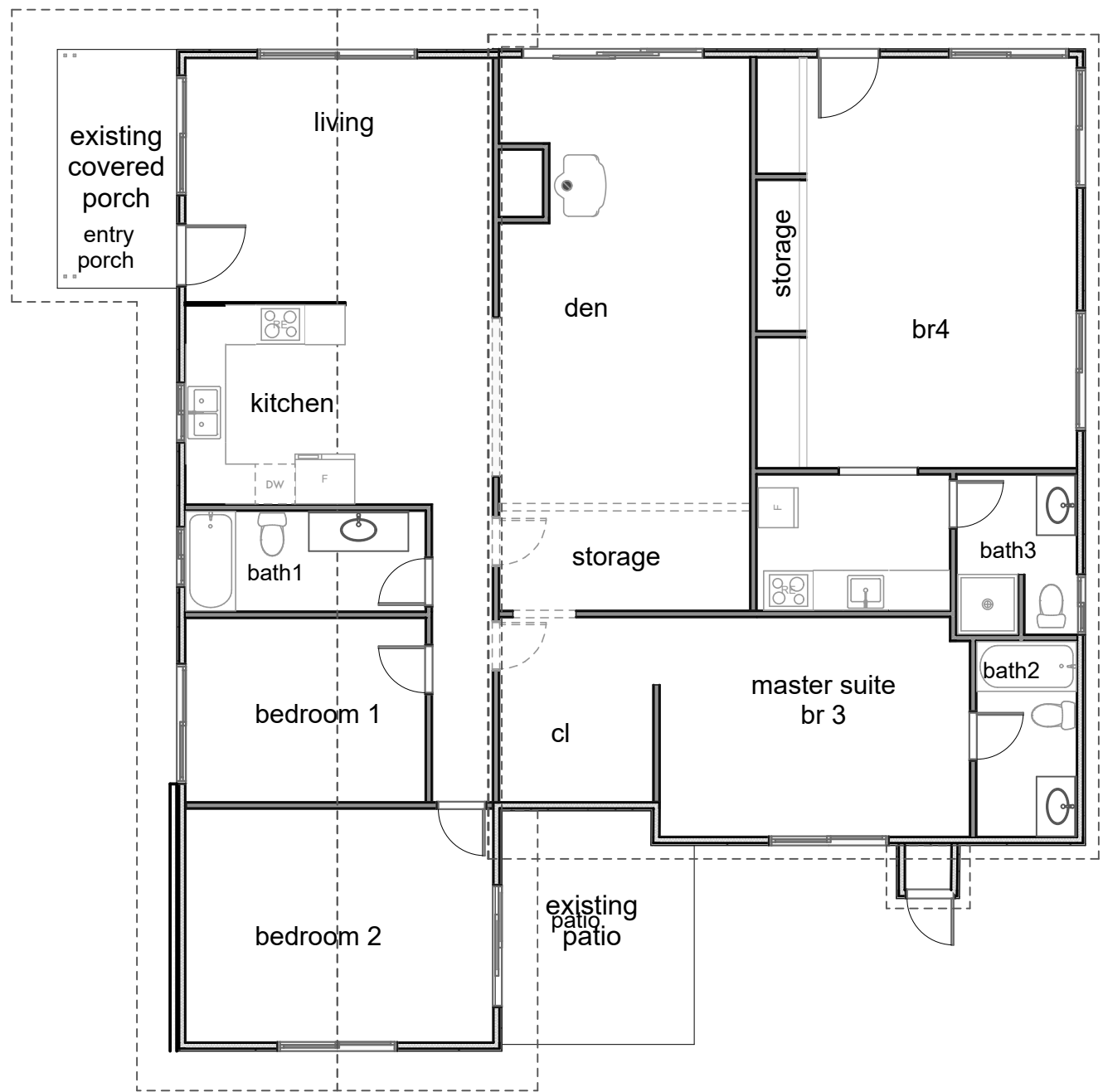


2 East Elevation
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



1 West Elevation
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

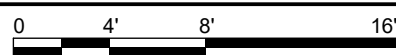
5 20 View Dr Residence Existing Plan
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0 4' 8' 16'



2

Demo Plan 20 View Dr

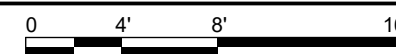
SCALE: 1/8" = 1'-0"



1

Proposed 20 View Dr Plan

SCALE: 1/8" = 1'-0"



Summary of Work

Re Zone of 20 View Dr Residential to M3

Parcel# 408-07-026D

Summary of work to convert 4 bedroom house into 2 studios and a two bedroom:

- Framing, drywall, and painting.
- Electrical and gas line for kitchenette in center studio
- Replace carpet with tile

Again, this conversion will provide staff housing for ChocolaTree staff only, not to be used as b&b. Please reference 6 a&b of the comments response.



1

35 Inspirational Parking Plan

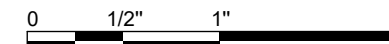
SCALE: 1:192.10



1

overall view with pedestrian travel

SCALE: 1" = 1'-0"



ALTA/NSPS SURVEY

APN: 408-07-026D
 A PORTION OF LOT 1, LOT 2 AND LOT 4, BLOCK E
 OF "INSPIRATIONAL VIEW", A SUBDIVISION
 OF A PORTION OF SECTION 12, TOWNSHIP 17 NORTH,
 RANGE 5 EAST, GILA & SALT RIVER BASE & MERIDIAN,
 YAVAPAI COUNTY, ARIZONA

ADDRESS: 20 VIEW DR.,
 35 INSPIRATIONAL DR.,
 SEDONA, AZ 86336

REFERENCE BENCHMARK:
 1 National Geodetic Survey, Retrieval Date = JANUARY 20, 2021
 ES0652

 ES0652 DESIGNATION - Y 492
 ES0652 PID - ES0652
 ES0652 STATE/COUNTY - AZ/YAVAPAI
 ES0652 COUNTRY - US
 ES0652 USGS QUAD - SEDONA (2018)
 ES0652
 ES0652 *CURRENT SURVEY CONTROL
 ES0652
 ES0652 NAD 83(2011) POSITION - 34 51 45.45711(N) 111 46 53.08459(W)
 ADJUSTED
 ES0652 NAD 83(2011) ELLIP HT - 1328.762 (meters) (06/27/12)
 ADJUSTED
 ES0652 NAD 83(2011) EPOCH - 2010.00
 ES0652 NAVD 88 ORTHO HEIGHT - 1353.150 (meters) 4439.46 (feet)
 ADJUSTED

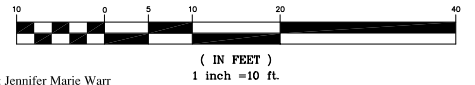
LEGEND:

- (P) INDICATES POWER POLE
- (D) INDICATES DOWN GUY (WIRE)
- (E) INDICATES ELECTRIC RISER
- (C) INDICATES CLEAN-OUT
- (S) INDICATES SEWER MANHOLE
- (G) INDICATES GAS METER
- (W) INDICATES WATER BOX
- (I) INDICATES IRRIGATION BOX
- (V) INDICATES WATER VALVE
- (B) INDICATES WATER BACK FLOW VALVE
- (H) INDICATES HOSE BIB
- (F) INDICATES FIRE HYDRANT
- (T) INDICATES PINE TREE
- (J) INDICATES JUNIPER TREE
- (I) INDICATES ITALIAN CYPRESS TREE
- (D) INDICATES DECIDUOUS TREE
- (B) INDICATES BUSH
- (#) INDICATES SCHEDULE B-SECTION II, ITEM NUMBER.
- (M) INDICATES FOUND MONUMENT AS NOTED
- (C) INDICATES SET 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 48860" (UNLESS OTHERWISE NOTED)
- (O) INDICATES CALCULATED LOCATION (NOTHING FOUND OR SET)
- (M) INDICATES MEASURED FIELD DIMENSION
- (C) INDICATES CALCULATED DIMENSION

- INDICATES ASPHALT PAVED SURFACE
- INDICATES CONCRETE SURFACE
- INDICATES FLAG STONE SURFACE
- INDICATES BRICK PAVEMENT SURFACE
- INDICATES OVERHEAD ELECTRIC
- INDICATES SEWER LINE PER BLUESTAKE
- INDICATES WATER LINE PER BLUESTAKE
- INDICATES GAS LINE PER BLUESTAKE
- INDICATES FENCE LINE
- INDICATES PROPERTY LINE

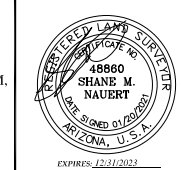
FLOOD ZONE: NONE

GRAPHIC SCALE



OWNER: Jennifer Marie Warr

JOB #20-1205A SHEET 1 OF 2
 DATE: 01/20/2021 DRAWN BY: SMN

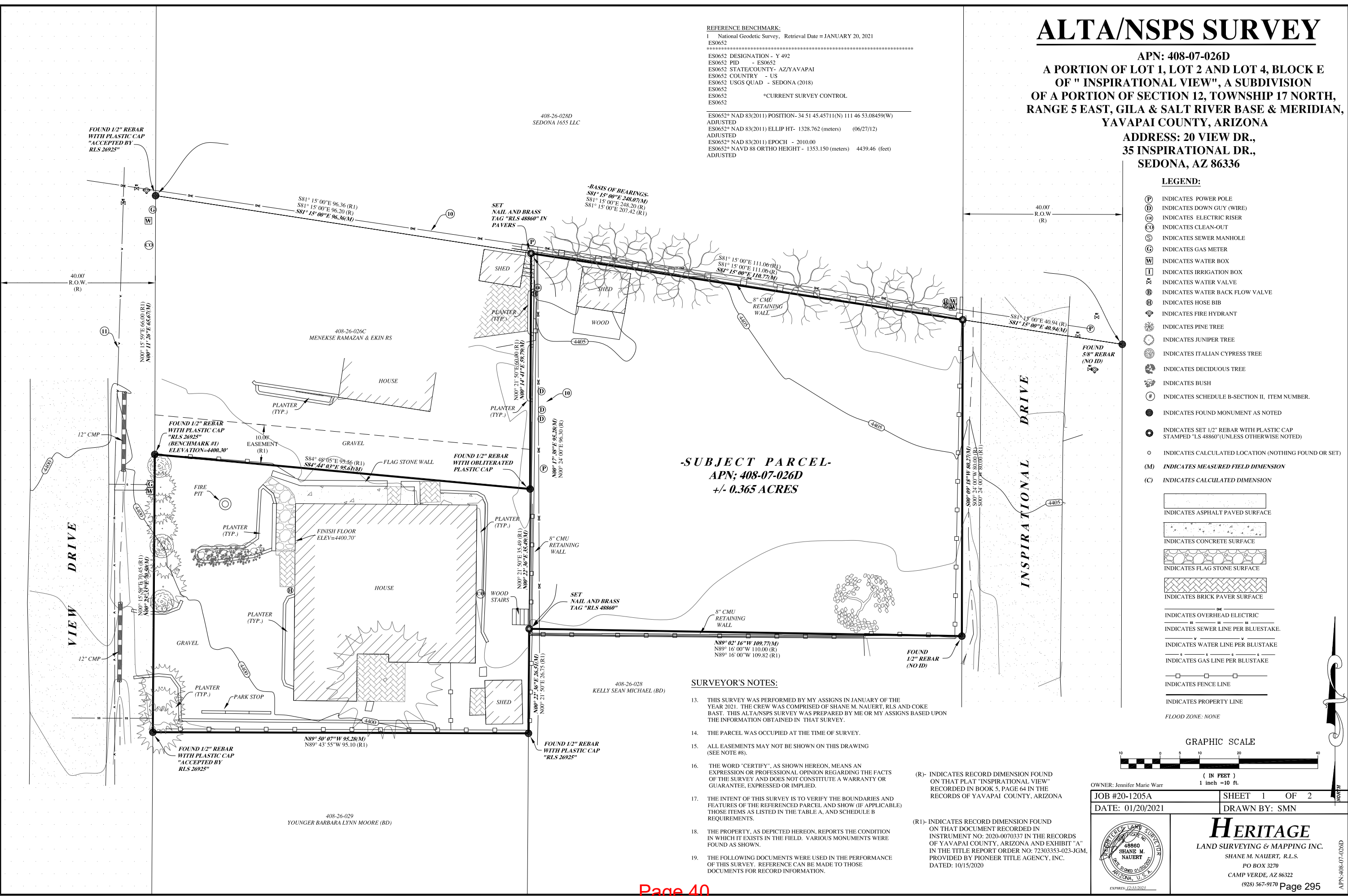


HERITAGE
 LAND SURVEYING & MAPPING INC.
 SHANE M. NAUERT, R.L.S.
 PO BOX 3270
 CAMP VERDE, AZ 86322
 (928) 567-9170 Page 295

**-SUBJECT PARCEL-
 APN: 408-07-026D
 +/- 0.365 ACRES**

SURVEYOR'S NOTES:

13. THIS SURVEY WAS PERFORMED BY MY ASSIGNS IN JANUARY OF THE YEAR 2021. THE CREW WAS COMPRISED OF SHANE M. NAUERT, RLS AND COKE BAST. THIS ALTA/NSPS SURVEY WAS PREPARED BY ME OR MY ASSIGNS BASED UPON THE INFORMATION OBTAINED IN THAT SURVEY.
 14. THE PARCEL WAS OCCUPIED AT THE TIME OF SURVEY.
 15. ALL EASEMENTS MAY NOT BE SHOWN ON THIS DRAWING (SEE NOTE #8).
 16. THE WORD "CERTIFY", AS SHOWN HEREON, MEANS AN EXPRESSION OR PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
 17. THE INTENT OF THIS SURVEY IS TO VERIFY THE BOUNDARIES AND FEATURES OF THE REFERENCED PARCEL AND SHOW (IF APPLICABLE) THOSE ITEMS AS LISTED IN THE TABLE A, AND SCHEDULE B REQUIREMENTS.
 18. THE PROPERTY, AS DEPICTED HEREON, REPORTS THE CONDITION IN WHICH IT EXISTS IN THE FIELD. VARIOUS MONUMENTS WERE FOUND AS SHOWN.
 19. THE FOLLOWING DOCUMENTS WERE USED IN THE PERFORMANCE OF THIS SURVEY. REFERENCE CAN BE MADE TO THOSE DOCUMENTS FOR RECORD INFORMATION.
- (R) INDICATES RECORD DIMENSION FOUND ON THAT PLAT "INSPIRATIONAL VIEW" RECORDED IN BOOK 5, PAGE 64 IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA
- (R1) INDICATES RECORD DIMENSION FOUND ON THAT DOCUMENT RECORDED IN INSTRUMENT NO: 2020-0070337 IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA AND EXHIBIT "A" IN THE TITLE REPORT ORDER NO: 72303353-023-JGM, PROVIDED BY PIONEER TITLE AGENCY, INC. DATED: 10/15/2020



Preliminary Landscape Schedule / List
20/Aug/2021

Overall site area: 15,981 sf, to be phased

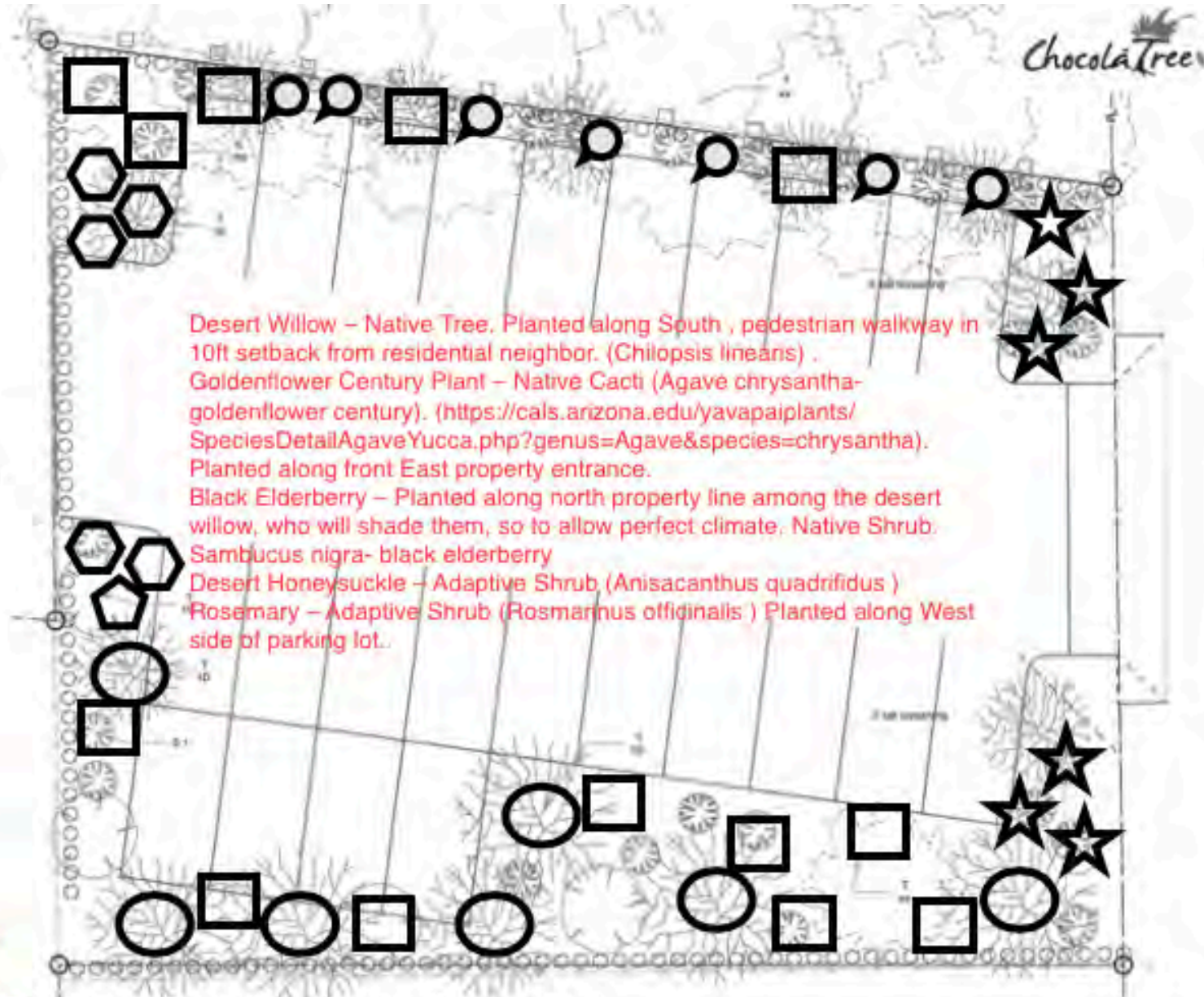
Phase One: Proposed Parking Landscaping at 35 Inspirational Dr.
(currently vacant, no landscaping)
Site area: 9,600 sf
Landscaped site area:
2800 sf @ 1 tree per 400 sf = 7 trees (min), 12 or more to be provided
2800 sf @ 3 Shrubs per 400 sf = 21 shrubs (min)

T1 Tree 3-12" min caliper diameter @ tall container
50% Native: Desert Willow, Dark Cherry or Pinon Pine
50% Fruit or Nut: Apple, Almond, Fig (Peach), Pecan

S1 Shrub 2' tall
50% Rosemary
50% Native: Cliff Rose, Mission Yew, Mountain Mahogany

Other:
Rose
Honeysuckle

Phase Two: M-3 Compliant Use of existing residence at 20 View Dr
(Existing extensive mature landscaping)
Site area: 6,300 sf
Landscaped site area:
Existing 1200 sf with 18 mature trees, misc shrubs & plantings, see v.5h
Phase two: more to be added to north and south buffer areas depending on final proposed layout



Desert Willow – Native Tree. Planted along South , pedestrian walkway in 10ft setback from residential neighbor. (*Chilopsis linearis*) .
 Goldenflower Century Plant – Native Cacti (*Agave chrysantha-goldenflower century*). (<https://cals.arizona.edu/yavapaiplants/SpeciesDetailAgaveYucca.php?genus=Agave&species=chrysantha>).
 Planted along front East property entrance.
 Black Elderberry – Planted along north property line among the desert willow, who will shade them, so to allow perfect climate. Native Shrub.
Sambucus nigra- black elderberry
 Desert Honeysuckle – Adaptive Shrub (*Anisacanthus quadrifidus*)
 Rosemary – Adaptive Shrub (*Rosmarinus officinalis*) Planted along West side of parking lot.

-  7 - Native Tree - Desert Willow
-  6 - Native Cacti - Century Plant
-  13 - Native Shrub - Black Elderberry
-  7 - Adaptive Shrub - Honeysuckle
-  6 - Adaptive Shrub - Rosemary

1 Preliminary Parking Landscape Plan
SCALE 1/32" = 1'-0"



Re Zone of 20 View Drive and 35 Inspirational Drive -



Applicant and Permit Information

Applicant Name:		Permit #:	
Phone:		Date Rec'd:	
Email Address:		Initials:	
Action/Staff Initials:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:	

Site Identification

Property Address/Location:	
Parcel Number	
Business Name (If applicable):	

Lumen Information

Gross acres of entire site:		Acres for Public Right-of-Way:	
Net Acreage of Site:		x 70,000 = Total initial lumens permitted*	

**Total outdoor light output shall not exceed 70,000 initial lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Design goals should be the lowest level of lumens necessary to meet the lighting requirements of the site. Partially shielded light fixtures are limited to a maximum of 3,850 initial lumens per net acre and are counted towards the 70,000 initial lumens per net acre cap.*

Type of Shielding and Lumens Proposed (See Lumen Calculation Table – page 2)

Lumens: Fully Shielded Fixtures:	
Lumens: Partially Shielded Fixtures:	
Total Lumens Proposed:	

Applicant Signature

Signature:		Date:	
------------	---	-------	--

Exterior Lighting Application

Commercial and Multi-Family

See LDC Section 5.8: Exterior Lighting

Lighting Inventory and Lumen Calculation Table

- Include a Site Plan identifying all lighting fixtures, keyed to the inventory table.
- Include all new/proposed lighting and all existing lighting.
- Include any lighting proposed for external illumination of signs.
- Attach cut sheets or manufacturer’s product description for all lights. If not available for existing fixtures, include photographs of the fixtures and any additional information to demonstrate compliance with code requirements.
- Attach additional sheets if necessary

Lighting Classes (See LDC Section 5.8.D(1) for a complete explanation):

- Class 1: High Activity Areas
- Class 2: Security and Public Safety
- Class 3: Decorative and Accent

Correlated Color Temperature(CCT)/Kelvin Rating: A maximum of 4,000K is permitted for all lighting; Class 2 Lighting is limited to a maximum of 2,700K

Shielding:

- F: Fully Shielded: Required for most lighting
- P: Partially Shielded: Limited to 3,850 lumens per acre
- U: Unshielded: Only permitted for existing, legal nonconforming lighting

Site Plan: Attached Provided with plans (Sheet _____)

Plan Key (ID)*	New or Existing (N or E)	Lighting Class (1, 2, or 3)	CCT/Kelvin Rating	Shielding (F, P, or U)	Initial Lumens	No. of Units	Total Lumens
Total Lumens Proposed:							

*Plan key identification in first column must correspond to labeling on site plan



Phase Two: Existing Areas

Landscaping TBD w/ application

	existing softscape	480.73 sq ft	8.45 sq ft	42.12 sq ft	117.09 sq ft
	existing gravel parking	1,157.22 sq ft	419.59 sq ft		
	existing gravel landscape	665.26 sq ft	83.91 sq ft		
	existing structure	1,984 sq ft	104.83 sq ft	72 sq ft	
	existing patio or walk	137.76 sq ft	7.89 sq ft	369.44 sq ft	

LIGHTING

- ID: 1. 10 wt led
- ID: 2. 10 wt led

1

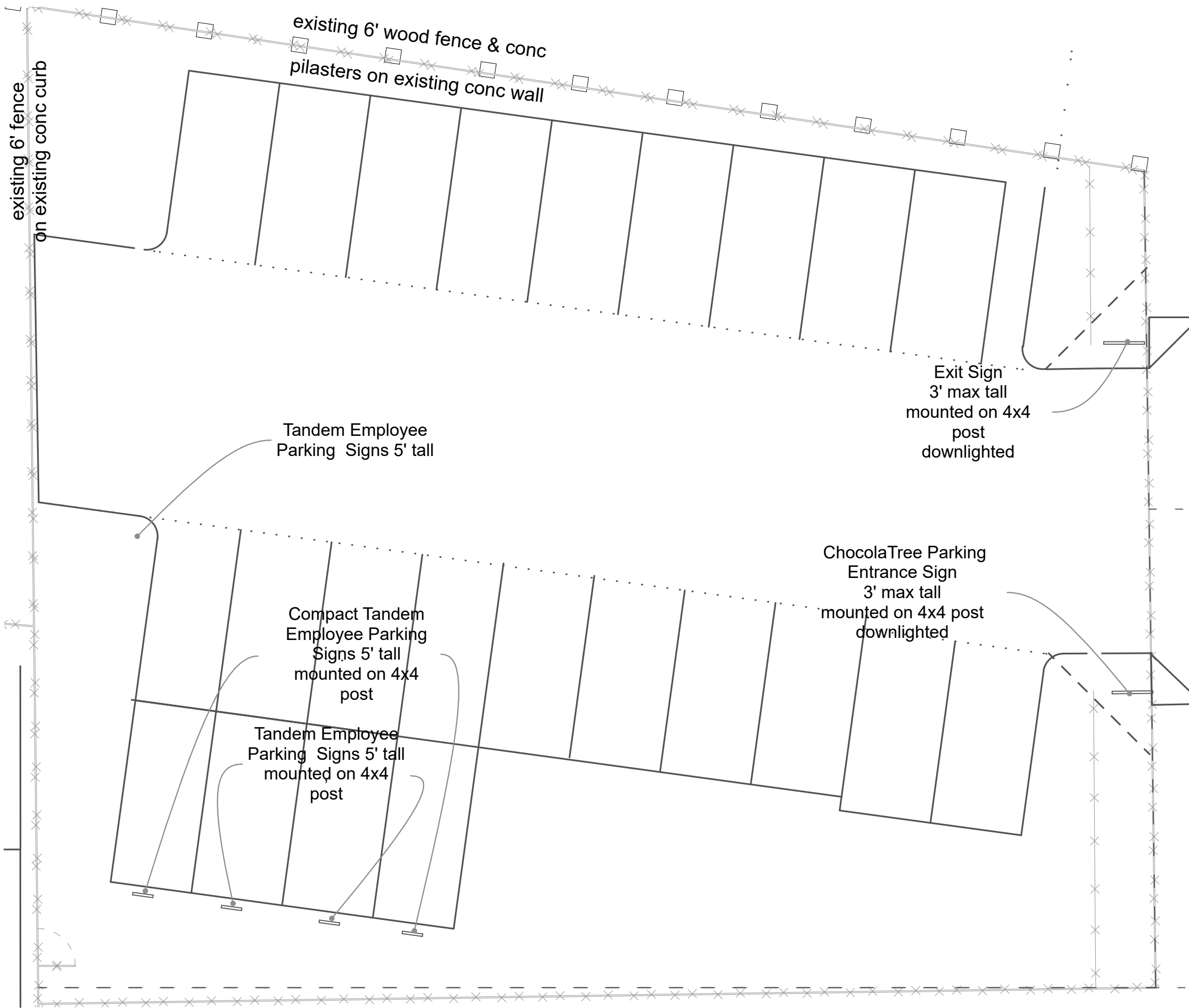
Overall Plan with Adjacent properties

SCALE: 1" = 20'

Re Zone of 20 View Drive and 35 Inspirational Drive -



SP-1



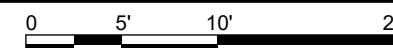
parking lot exit sign



parking lot entry sign

1 Preliminary Parking Signage Plan

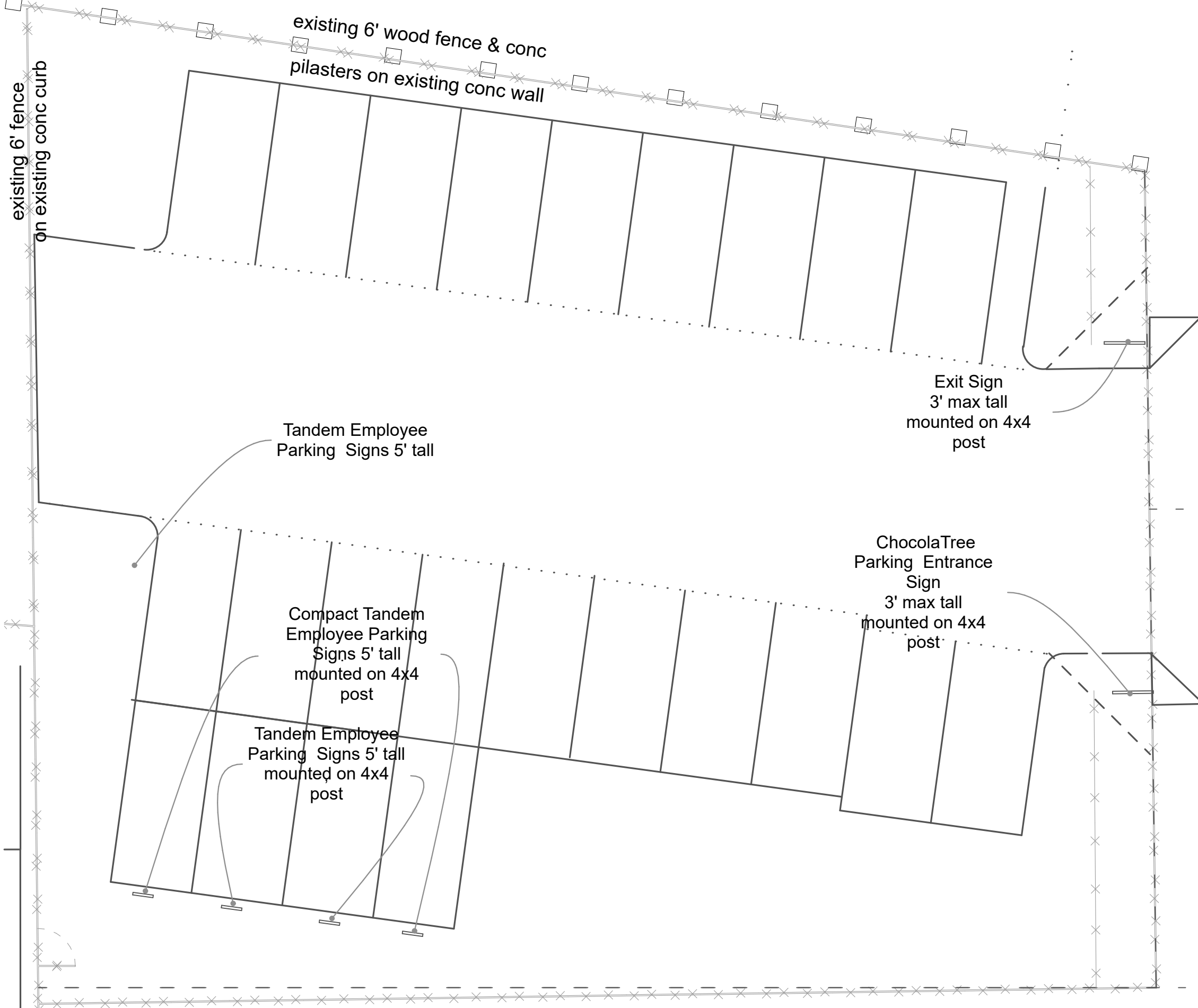
SCALE: 1" = 10'



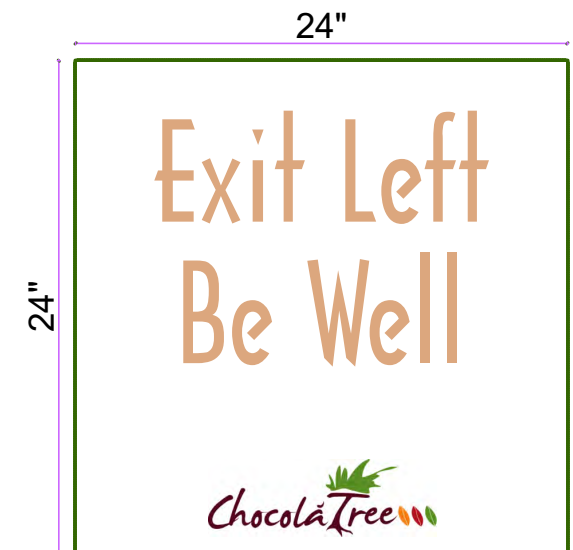


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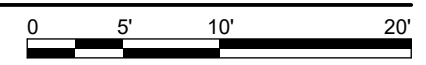
backlight entry sign



backlight exit sign

1 Preliminary Parking Signage Plan

SCALE: 1" = 10'



January 4, 2022

ChocolaTree, LLC
Attn: Jenn Marie Warr
20 View Drive
Sedona, AZ 86336

RE: *Traffic Statement, ChocolaTree Parking Development, Sedona, AZ*

This traffic statement is prepared to support the development and rezoning of a 22-space off-site parking lot to provide employee and overflow parking for the existing ChocolaTree in Sedona, AZ. Current zoning for the parcel is RS-6 and RS-10 and proposed zoning is mixed use, M-3. No additional building square footage is being added. The existing ChocolaTree is located south of SR 89A, west of Oak Creek Blvd and east of Inspirational Drive. The additional parking site is located west of Inspirational Drive, south of SR 89A. This traffic statement reviews estimated daily and peak hour trips to the existing ChocolaTree and available parking with the addition of the 22-space lot.

SITE BACKGROUND

The existing ChocolaTree is located south of SR 89A between Oak Creek Blvd to the east and Inspirational Drive to the west (Parcel No. 408-26-025A). The current restaurant is accessed by two access drives on SR 89A. Aerial imagery was utilized to estimate the approximate square footage of the existing restaurant to be 3,000 square feet (SF). There are 19 existing spaces provided on-site.

The proposed off-site parking lot is southwest of the restaurant (Parcel No. 408-07-026D) located across Inspirational Dr and within 500 feet of the restaurant. The parking lot will provide an additional 22-spaces, 18-spaces for off-site customer parking and 4-tandem spaces for employee parking. Proposed lot layout is included in an Attachment.

ChocolaTree will provide 41 total spaces with the development of the off-site lot.

Figure 1 shows the location of the existing ChocolaTree restaurant and proposed off-site parking.



Figure 1 – Project Location

TRIP GENERATION

Institute of Transportation Engineers’ (ITE) *Trip Generation Manual, 10th Edition* was used to estimate the amount of trips generated by the existing ChocolaTree restaurant. ITE Land Use Code 932 – High-Turnover (Sit-Down) Restaurant daily and peak hour trip generation rates and inbound-outbound percentages were obtained. Trip generation rates for the fast casual restaurant land use include:

ITE Land Use 932 – High-Turnover (Sit-Down) Restaurant

Daily rate: Trips = 112.18* ksf (50% in / 50% out)
 AM peak rate: Trips = 9.94* ksf (55% in / 45% out)
 PM peak rate: Trips = 9.77* ksf (62% in / 38% out)

Trip generation for the site is summarized in **Table 1**.

Table 1 – Trip Generation Summary

Land Use	Land Use Code	Size/Qty	Units	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
High-Turnover (Sit-Down) Restaurant	932	3	ksf	338	17	13	30	18	11	29

Based on ITE calculations it is estimated that the existing ChocolaTree has **338 daily trips** with **30 occurring in the AM peak hour** and **29 occurring in the PM peak hour**. Trip generation calculations are included as an Attachment.

PARKING ANALYSIS

ITE *Parking Generation Manual, 5th Edition* was utilized to calculate the peak parking demand for a high-turnover (sit-down) restaurant. The peak demand for a high-turnover (sit-down) restaurant occurs on a weekday between 12 pm and 1 pm and between 6 pm and 8pm. The peak parking demand is 9.44 spaces per 1,000 SF on Monday through Thursday and 11.33 spaces per 1,000 SF on Friday. Excerpts of ITE *Parking Generation Manual, 5th Edition* is included as an Attachment.

For the estimated 3,000 SF ChocolaTree the peak parking demand is anticipated to be **34-spaces** on a Friday. With the proposed off-site lot, the ChocolaTree will provide 41 total spaces providing a 7-space excess to the anticipated peak demand.

CONCLUSIONS

The existing ChocolaTree provides 19 on-site parking spaces. They are proposing an additional off-site parking area to include an additional 22-spaces for a total of 41-spaces available.

Trip generation estimations predict the existing ChocolaTree generates **338 daily trips** with **30 occurring in the AM peak hour** and **29 occurring in the PM peak hour**. No new square footage will be added to the existing restaurant, generating no additional new trips. Based on no new development and no new trips, no off-site roadway improvements are needed.

Peak parking demand for the ChocolaTree is estimated to be 34-spaces. The addition of the off-site parking will accommodate the ChocolaTree demand with an excess of 7-spaces.

Please let me know if you have any questions. I can be reached at 958-458-7121, or andrew.baird@kimley-horn.com.

Andrew Baird, P.E.
 Associate

Attachments

Attachment 1 – Parking Lot Layout

Attachment 2 – Trip Generation Calculations

Attachment 3 – ITE Parking Generation Manual, 5th Edition Excerpts

Attachment 1

Attachment 2

Trip Generation Planner (ITE 10th Edition) - Summary Report

Weekday Trip Generation
Trips Based on Average Rates/Equations

Project Name
Project Number

ChocolaTree
291650000



ITE Code	Internal Capture Land Use	Land Use Description	Independent Variable	Setting/Location	No. of Units	Avg Rate or Eq	Rates			Total Trips						
							Daily Rate	AM Rate	PM Rate	Daily Trips	AM Trips	PM Trips	AM Trips In	AM Trips Out	PM Trips In	PM Trips Out
932		High-Turnover (Sit-Down) Restaurant	1,000 Sq Ft	General Urban/Suburban	3	Avg	112.18	9.94	9.77	338	30	29	17	13	18	11
Grand Total										338	30	29	17	13	18	11

Attachment 3

High-Turnover (Sit Down) Restaurant - Family (932)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Thursday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 1:00 p.m.; 6:00 - 8:00 p.m.

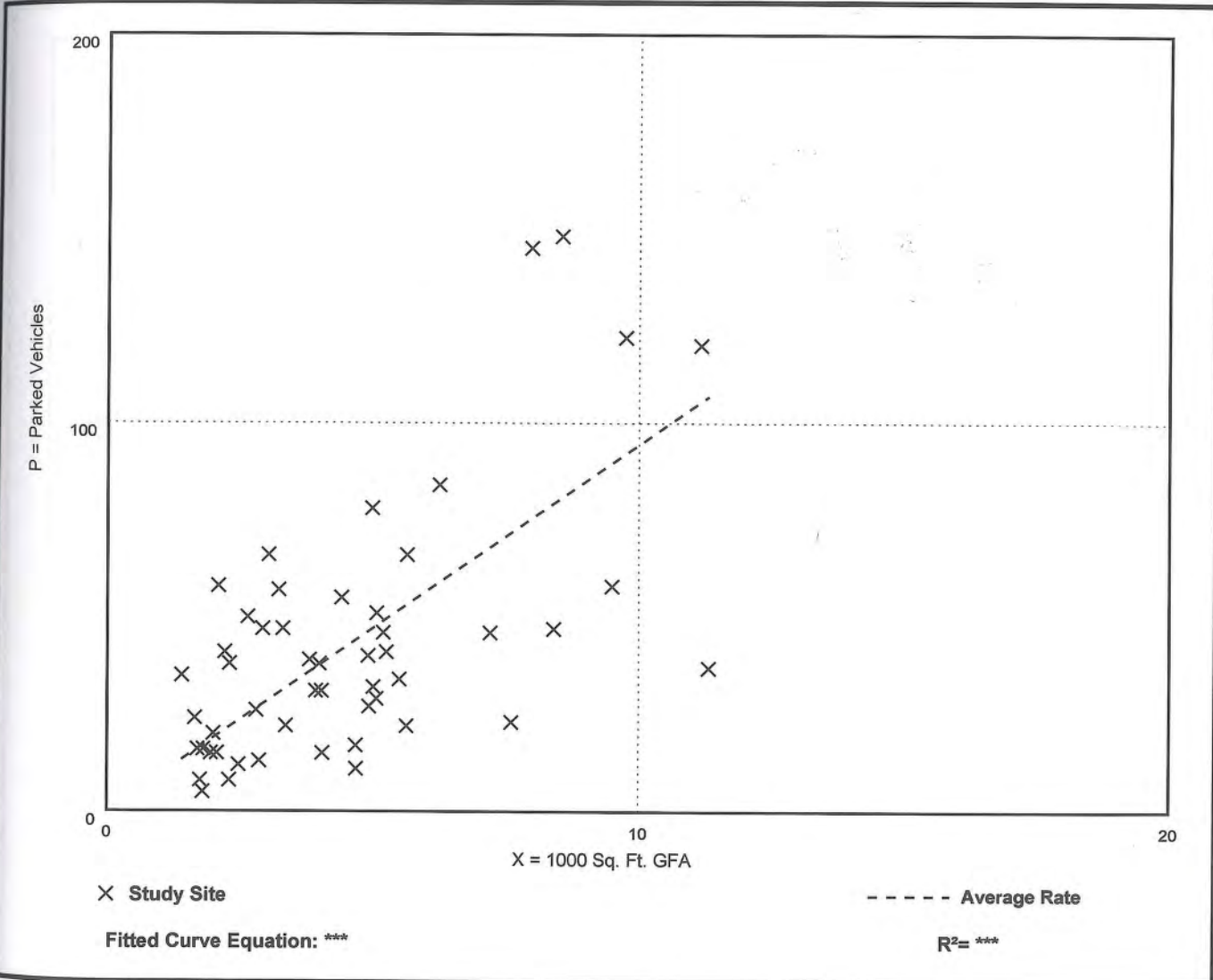
Number of Studies: 51

Avg. 1000 Sq. Ft. GFA: 4.5

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
9.44	2.35 - 27.78	6.39 / 17.40	7.96 - 10.92	5.38 (57%)

Data Plot and Equation



High-Turnover (Sit Down) Restaurant - Family (932)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Friday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 1:00 p.m.; 6:00 - 8:00 p.m.

Number of Studies: 5

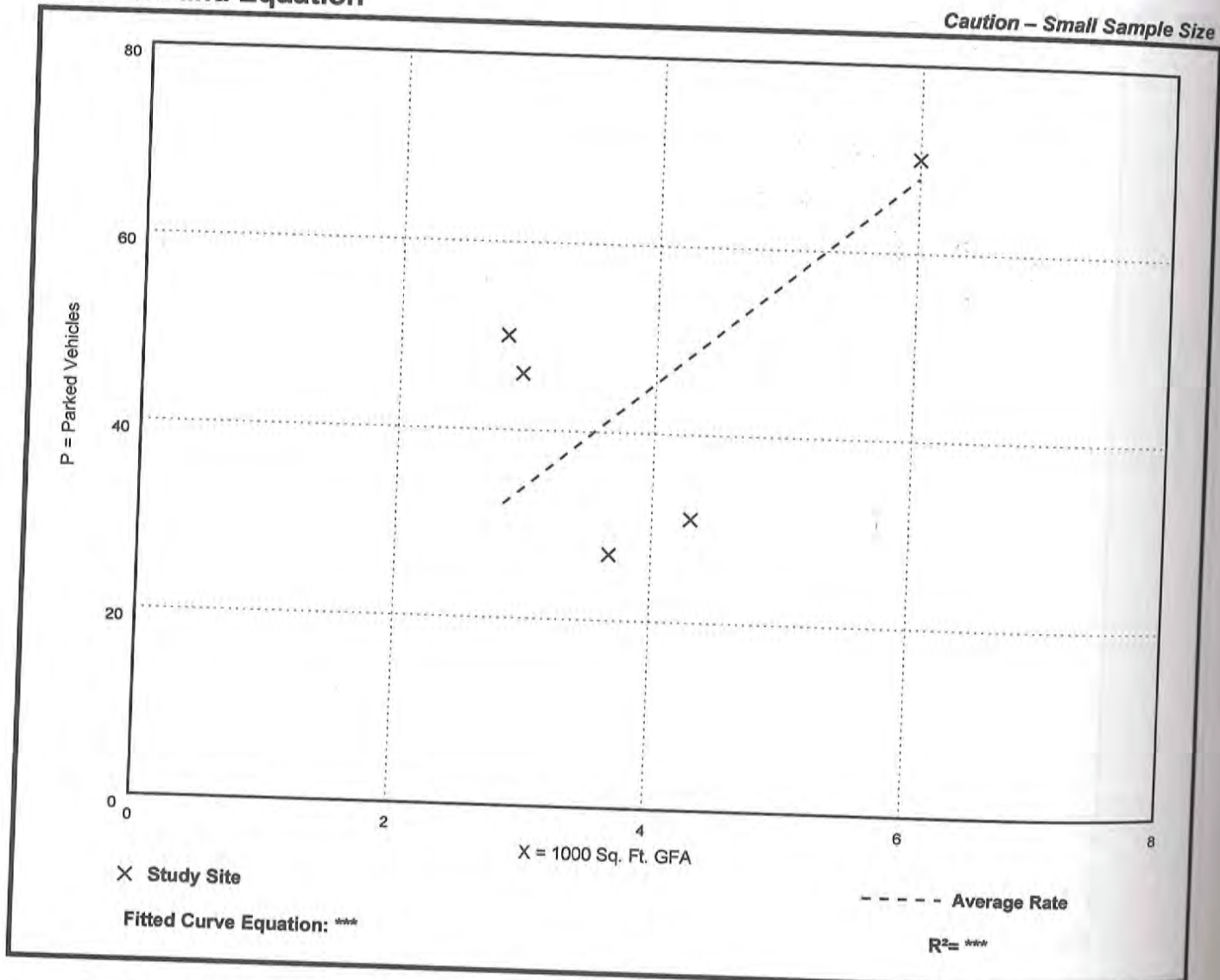
Avg. 1000 Sq. Ft. GFA: 4.0

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
11.33	7.21 - 17.64	7.35 / 17.64	***	4.34 (38%)

Data Plot and Equation

Caution - Small Sample Size





10 View Drive:
Existing Zoning RS6

Existing 4 BR House
Phased M3 Conversion to:
2BR Employee Unit
Office / Employee Studio Unit
and Employee Studio Unit

43 Inspirational Dr:
Existing Zoning RS10

30 View Drive:
Existing Zoning RS6

View Drive
ROW

Inspirational Drive
ROW



1

35 Inspirational Parking Plan

SCALE: 1:192.10

Rezoning 35 Inspirational Dr. and 20 View Dr. from residential to commercial

DANIEL GOLDSMITH <KDHB1@msn.com>

Thu 12/16/2021 1:52 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Good afternoon Cari Meyer,

I would like to give my unconditional support to ChocolaTree's request for Sedona to rezone 35 Inspirational Dr. and 20 View Dr. from residential to commercial. Their proposed use of those properties for restaurant parking and staff offices and housing will have minimal impact to the immediate residential neighbors. Uses such as these will promote friendly relationships between residential and commercial property owners/users.

I will offer my own experience as a case in point. I own the property at 120 Northview Rd. which houses a medical office and a dental office. This is the last commercial property before the residential properties begin. My residential neighbor and I have forged a very good relationship over the years. We communicate freely and have never had any difficulty resolving problems when they have arisen. Said problems have almost always been the result of weather-related issues, but nonetheless, we needed to work together to solve the problems.

It is my view that as long as both parties maintain open lines of communication and show common courtesy to one another a very good relationship can be maintained. The benefit to the neighborhood and the community at large will be the continuation of a unique dining establishment offering choices not otherwise available in our unique town!

Thank you for your attention to this issue.

Sincerely,
Daniel Goldsmith, MD
926-821-2764

**Action Minutes
City of Sedona
Planning & Zoning Commission Meeting
City Council Chambers, 102 Roadrunner Drive, Sedona, AZ
Tuesday, June 21, 2022 - 4:30 p.m.**

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL

Chair Levin called the meeting to order at 4:30 p.m., led the Pledge of Allegiance and requested roll call.

Planning & Zoning Commission Participants: Chair Kathy Levin, Vice Chair Charlotte Hosseini, and Commissioners George Braam, and (via zoom) Kali Gajewski. Commissioners Peter Furman, Sarah Wiehl and Lynn Zonakis were excused.

Staff Participants: Kurt Christianson, Katherine Herbert, Jess McNeely, Cynthia Lovely, Cari Meyer, Donna Puckett, and Hanako Ueda.

2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF

There were no announcements.

3. APPROVAL OF THE FOLLOWING MINUTES:

a. May 17, 2022 (R)

Chair Levin indicated she would entertain a motion.

MOTION: *Commissioner Braam moved for approval the minutes. Vice Chair Hosseini seconded the motion.*

VOTE: *Motion carried four (4) in favor (Braam, Gajewski, Hosseini and Levin) and zero (0) opposed. Commissioners Furman, Wiehl and Zonakis were excused.*

4. PUBLIC FORUM: (This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the agenda. 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 criticism, or scheduling the matter for further consideration and decision at a later date.)

Opened the public forum at 4:32 p.m. and, having no requests to speak, brought back to the Commission at 4:33 p.m.

5. Update/discussion regarding the Community Plan Update.

Update presented by C. Lovely

Commission's questions and comments

No action was taken.

6. CONSIDERATION OF THE FOLLOWING ITEMS THROUGH PUBLIC HEARING PROCEDURES:

- a. Public hearing/discussion/possible action regarding a request for the approval of a Zone Change (ZC) from RS-6 and RS-10 to M3 for the development of an off-site overflow parking lot for ChocolaTree Restaurant located at 20 View Drive. The property is currently**

zoned Single Family Residential (RS-6 and RS-10), is approximately 0.37 acres and is located south of W State Route 89A between View Drive and Inspirational Drive. APN: 408-07-026D. Case Number: PZ21-00016 (ZC) Applicant: Jenn Marie Warr

Introduction by Chair Levin

Presentation by Planning Manager Cari Meyer

Comments by Applicant Jenn Marie Warr

Commission's questions of staff and applicant

Chair Levin opened the public comment portion of the hearing at 5:50 p.m.

The following people spoke on this item: Rick Daniel, Sedona; Sean Kelly, Sedona; Tracey Dunbar, Sedona; Margaret Fennell, Sedona; Stephanie Phelps, Sedona and Rebecca Battino, Sedona.

Brought back to the Commission at 6:10 p.m.

Commission's additional questions and comments for staff, applicant, and Designer Tim Hanagan.

MOTION: Commissioner Braam moved to recommend to the Sedona City Council approval of the proposed zoning request as set forth in case number PZ21-00013 (ZC), rezoning APN 408-07-026D from RS-6 and RS-10 (Single-Family Residential) to M3 (Mixed Use Activity Center), based on compliance with Land Development Code requirements, conformance with the requirements for approval of a zoning change and consistency and conformance with the Community Plan, and subject to all applicable ordinance requirements and the recommended conditions of approval as amended. Vice Chair Hosseini seconded the motion.

VOTE: Motion carried four (4) in favor (Braam, Gajewski, Hosseini and Levin) and zero (0) opposed. Commissioners Furman, Wiehl and Zonakis were excused.

Amended Conditions of Approval now read:

Condition 3. ii): Conversion of the existing single-family house into multiple employee housing units.

New Condition 7: The parking lot shall include a minimum of one (1) electrical vehicle (EV) ready space.

Chair Levin recessed the meeting at 6:30 p.m. and reconvened the meeting at 6:40 p.m.

- b. **Public hearing/discussion/possible action regarding a request for a Conditional Use Permit (CUP) and Development Review (DEV) for the construction of a buried water storage tank and booster pump station for Arizona Water Company located at 95 Bell Rock Trail. The property is zoned Single Family Residential (RS-18), is approximately 1.03 acres, and is located southwest of the intersection of State Route 179 and W Mallard Drive. APN: 401-33-031. Case Number: PZ22-00002 (CUP, DEV). Applicant: Arizona Water Company (John Snickers)**

Introduction by Chair Levin

Explanation by City Attorney Kurt Christianson

Presentation by Planning Manager Cari Meyer

Presentation by Applicant John Snickers

Commission's questions of staff, applicant, and Arizona Water Company Vice President – Engineering Andy Haas

Chair Levin opened the public comment portion of the hearing at 7:20 p.m.

The following people spoke on this item: Gary Duechle, Sedona; Milton Small, Sedona, and Kevin Brackin, Sedona.

Brought back to the Commission at 7:32 p.m.

Commission's additional questions and comments for staff, applicant, and WaterWorks Engineers Principal and Co-Founder John Matta.

MOTION: Commissioner Braam moved for approval of Planning and Zoning Commission Resolution 22-2, approving, with conditions, case number PZ22-00002 (CUP/DEV), Arizona Water Company Tank, based on compliance with all ordinance requirements and satisfaction of the Conditional Use Permit and Development Review findings and applicable Land Development Code requirements, and the attached conditions of approval. Vice Chair Hosseini seconded the motion.

VOTE: Motion carried four (4) in favor (Braam, Gajewski, Hosseini and Levin) and zero (0) opposed. Commissioners Furman, Wiehl and Zonakis were excused.

7. FUTURE MEETING DATES AND AGENDA ITEMS

- a. **Tuesday, July 5, 2022**
- b. **Tuesday, July 19, 2022**

Cari indicated that on July 5th Jess will review the proposed CFA Amendments, and we are trying to plan some site visits that morning to go through the CFA areas. Jess added that it was felt it would be useful to have the site visits, but obviously everyone can individually visit them as often as they want. Staff will have a limited amount of time that morning, but we were envisioning that we can meet at one site, get an itinerary of the sites and drive in separate vehicles, depending on how many Commissioners attend. You will receive a Staff Report on the proposed CFA Amendments, and he is available to talk with any Commissioner that has questions.

Cari noted that Commissioner Gajewski would not be available that day.

On July 19th, Cari stated that the Sedona Conscious Living Center will come forward for a renewal of a CUP for the community center, and there may be a Community Plan update. Chair Levin will not be available on the 19th.

Chair Levin suggested an update on the projects in the queue for one of the meetings in August.

8. 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 Planning and Zoning Commission 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.

9. ADJOURNMENT

Chair Levin adjourned the meeting at 7:47 p.m. without objection.

I certify that the above is a true and correct summary of the actions of the Planning & Zoning Commission in the meeting held on June 21, 2022.

Donna A. S. Puckett, *Administrative Assistant*

Date

Chocolatree Parking, PZ21-00016 (ZC)

Mitch Laurich <mitchlaurich@yahoo.com>

Wed 6/15/2022 6:04 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Dear Cari,

Re: ChocolaTree Parking, PZ21-00016 (ZC)

P&Z Review Date: 6/21/2022

As a full-time resident of Sedona, I am opposed to ChocolaTree's zoning change request in its current form for the following reasons:

1. Once the property is zoned M3, there seems to be little control over what the property owner (or future property owners) can do with the property. For example, if sold couldn't it be developed into a hotel without any P&Z approval process as long as building codes and such are in compliance? This is how The Element and mini storage in the VOC were developed - they were already appropriately zoned and only had to comply with building codes and such - no P&Z or community review process. In its current state, the proposal seems sloppy and with many potential loopholes to circumvent the stated intent. Perhaps the parcels should be zoned separately to prevent such a scenario?
2. Any future development should be restricted to a single story height - no two-story developments.
3. I hope more will be done to legally ensure this property can never be converted to a short-term rental.
4. The planned development's stated intention conflicts in different sections of the documents. Sometimes it states it will be "multifamily housing AND offices" and other parts state "multifamily housing and/or offices." It should be required to be both "multifamily housing AND offices" meaning it cannot be used as offices only for as long as ChocolaTree owns the property.
5. Is it possible to require the converted multifamily housing to always be leased at "affordable rents" AND require it to be leased a minimum number of months and only to "full-time ChocolaTree employees" OR other full-time Sedona residents who are employed full-time by another business operating within the city of Sedona (again, all at affordable rates - never market rates? It's feasible that the applicant could live there alone or decline to rent out the converted property to multiple tenants or to employee tenants or at affordable rents or it could be rented to only one tenant. It is feasible that the property might be rented at market rates that would be totally unaffordable for employees, especially if ChocolaTree ceases to exist. What conditions can be included to ensure the intended use for the future of employee housing -- and at the same time ensure affordability for staff or future employee tenants?
6. Any way to ensure the property can never be converted to a hotel or other M3 use in the future, upon sale for example? Or at the very least that it would be required to go back under review and approval by P&Z and the city?
7. It would be nice if multifamily housing would be required to include solar and at least one electric vehicle charging station. Overflow parking should be required to include electric vehicle charging stations too.

8. An M3 zoning conversion will monetize the property for the tremendous benefit of the applicant and future owners. They should have to provide future sustainability contributions in the design.

9. Any trees should be required to be trimmed and maintained to preserve the view shed.

Thank you for the opportunity to provide input to the Planning & Zoning Commission.

Best,

Mitch Laurich
160 Saddlerock Ln
Sedona, AZ 86336

Case Number: PZ21-00016 (ZC) parking lot for ChocolaTree Restaurant

DANIEL GOLDSMITH <KDHB1@msn.com>

Tue 6/14/2022 6:54 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

I am very much in favor of the zone change for the development of an off-site overflow parking lot for ChocolaTree Restaurant. I am a commercial property owner nearby on Northview Rd. and I would like other owners to have every opportunity to survive and thrive in Sedona, particularly when their client base is as much locals as it is tourists. I cannot foresee any negative consequences resulting from this zone change, only positives for the community and traffic and neighbors.

Thank you for allowing me the opportunity to express my opinions.

Daniel Goldsmith, MD
120 Northview Rd.

Beverly Welch
240 Longwood Dr
Sedona, AZ 86351
283-300-9857
beverlywelch1011@gmail.com

December 11, 2012

RE: ChocolaTree rezone request

To Whom It May Concern,

Jen Marie and the ChocolaTree has been a Lessee at the commercial property I own at 1595 W Hwy 89A for over 10 years. They have proven to be good stewards of the building, the land and to our community. There are so many in our small city that have felt the comfort of sitting outside in their lovely cafe garden which nourishes the palate all the while enjoying a bit of peace and serenity from our everyday busy lives.

I highly recommend this rezoning request so ChocoaTree can continue to grow along with the needs of our growing community.

Thank you,
Beverly Welch

June 20, 2022

Cari Meyer
Planning & Zoning Commission Liaison
Community Development

Good afternoon community development committee members,
My name is Heidi Thorne and I live at 240 View Dr. I appreciate the opportunity to address the proposed zone change (Case No: PZ21-00016) at 20 View Dr. and 35 Inspirational Dr. I have lived on View Dr. for 31 years; raised a family and achieved full-retirement through the state of Arizona all while living on this safe and welcoming little street.

Although I understand, the need for a business to have parking for its patrons and the desire to provide affordable housing for its employees, I completely disagree that this should be provided at the cost of a small residential neighborhood that has been in existence for many years.

As per, Sedona Community Plan, page 30, "...general needs and benefits applicable to all PAs (Planned Areas), and CFAs (Community Focus Area) ...include land uses that generate minimal traffic relative to the residential character of the area."

With the stated plan, I believe the traffic increase of restaurant patrons and employees coming and going from said parking lot is not in "...keeping with the residential character of the area."

Finally, I believe the owner of the ChocolaTree Restaurant is disingenuous and misleading in the application for zone change to a "parking lot" knowing full well that M3 zoning is for – Mixed Use Activity Center.

As you consider this zone change on View Dr. and Inspirational Dr., please keep in mind to be the defenders of these charming, long time, original streets of Sedona. Thank you.

I am writing out of concern about a zoning change that is being proposed for my residential neighborhood. Our small subdivision, named Inspirational View, consists of two streets, Inspirational and View. We do not have an HOA so we are fully dependent on the city to regulate, inspect and enforce the zoning and codes.

The zone change is proposed for a lot on Inspirational that is located behind the large parking lot of Los Rosales Restaurant. Included in this change is a residential house, 20 View Drive, which is currently being rented to ChocolaTree workforce. This house lot, 20 View Drive is not directly behind the parking lot in the proposal. 10 View Drive, a short term rental is directly behind Los Rosales. I wonder if the value of 10 View Drive will be reduced if this change takes place. I wonder about the people walking from the lot across Inspirational to the restaurant. Will people and cars using the same space be safe?

I have lived at 165 View Drive since 2010. During that time, I have observed the way that ChocolaTree has used our residential neighborhood. There is an empty residential lot at 110 Inspirational that was used as a camper van site until a neighbor filed a complaint and the city evicted the campers in this lot. These were workforce of ChocolaTree. There is a house at 395 Inspirational that has historically been used for workforce housing for the restaurant. The condition of the house is substandard and the numerous cars parked there has not been code compliant. Neighbors have filed complaints and the city inspected the house. For a period of many months, the 500 block of Panorama Blvd. was used by camper vans, buses, and cars by people to park for long periods of time and in many cases, sleep in them. This situation was cleared out by the city employees. I have experienced vans parked along my

street with people sleeping in them. I have experienced people living in tents, leaving behind human waste.

I am alarmed that the city is considering giving ChocolaTree a code adjustment that will allow more possible uses than are already allowed. They have not shown neighborly consideration or compliance with the code as it exists.

There are five duplexes on View Drive so there is precedent for duplex, but not triplex, like is being proposed. Since workforce already live there, why is it necessary to remodel into multifamily housing? It is alarming that a change to commercial zoning would allow so many other uses other than a parking lot.

Considering the history of this organization it seems that a conditional use permit might meet the need for parking but not allow other uses.

It also seems that this business has outgrown the current location and would more successful at a location that could accommodate a larger footprint in a business zone.

Respectfully,
Allyson Holmes
165 View Drive
Sedona

Chocola Tree ReZoning Inspirational Dr Lot

SM&Kat <gannity@gmail.com>

Mon 6/20/2022 4:45 PM

To: Cari Meyer <CMeyer@sedonaaz.gov>

Hi Cari,

realize i was supposed to connect prior to the meeting, life happens; hope everything is OK in your world.

Basically am going to support the Chocola Tree for their re-zoning and creating a parking lot; feel it's better than a house/structure being built.

We have concerns about light and traffic congestion, as well as property water drainage, constraints on the parking lot usage (patrons of CT only, no lot rental, nor overnight parking), lot maintenance, etc.

These are a few of our concerns that i would like to speak of at the meeting as the home/property owner that will be impacted the most. 😊

Peace & Take Care,

Sean Kelly

43 Inspirational Dr.



As recommended by Planning and Zoning Commission, June 21, 2022

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The applicant shall record a deed restriction on the property restricting the rentals of the employee housing units to a minimum of 30 days. City Staff shall approve the language of the deed restriction prior to recording.
3. The project is proposed to be developed in two phases:
 - i) Phase 1: Construction of the parking lot on the eastern portion of the property.
 - ii) Phase 2: Conversion of the existing single-family house into multiple employee housing units.

Permits for Phase 1 shall be issued within 12 months of City Council approval of the zone change. Permits for Phase 2 shall be issued within 18 months of City Council approval of the zone change. All construction shall be complete within 30 months of City Council approval of the zone change.

4. The zoning for the subject property shall be considered vested when the Deed Restriction is recorded, construction of the parking lot and sidewalks is complete, and the conversion of the house is complete. If the applicant does not meet this condition, the City may initiate proceedings to revoke the zoning, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g and applicable State statutes.
5. The plans submitted for building permits shall address the following:
 - i) An additional ADA parking space shall be added to the existing main Chocolatree parking lot at 1595 W State Route 89A (APN 408-26-025A).
 - ii) The applicant shall construct a new sidewalk along the property's Inspirational Drive frontage and continue the sidewalk north to tie into the existing sidewalk along W State Route 89A. The new sidewalk shall not displace any trees.
 - iii) Prior to construction of the sidewalk, a right-of-way permit and building permit shall be obtained from the City of Sedona.
 - iv) An encroachment permit from ADOT shall be obtained prior to construction in the ADOT right-of-way.
 - v) Applicant shall follow the City of Sedona Land Development Code in its entirety.
 - vi) Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)
 - vii) Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
 - viii) Accessible parking/signage shall meet the requirements of the City's Land Development Code and Design Review, Engineering, and Administrative Manual.

- ix) The applicant shall submit landscaping plans that meet all Land Development Code requirements.
 - x) Prior to the installation of signs, the applicant shall submit a separate sign permit for review and approval. Modifications to proposed signs may be required to ensure compliance with Land Development Code requirements.
6. Within thirty days of approval of the zone change, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Zoning Change approval.
 7. The parking lot shall include a minimum of one (1) electrical vehicle (EV) ready space.



**CITY COUNCIL
AGENDA BILL**

**AB 2849
August 9, 2022
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding approval of the Rent Local program guidelines and expenditures.

Department	City Manager – Housing
Time to Present	20 minutes
Total Time for Item	1 hour
Other Council Meetings	N/A
Exhibits	A. Program Outline B. Application and Contract

City Attorney Approval	Reviewed 08/03/22 KWC	Expenditure Required	
		\$ 240,000	
City Manager's Recommendation	Approve the Rent Local Program, including the proposed program guidelines, expenditures, application and contract	Amount Budgeted	
		\$ 240,000	
		Account No. 12-6220-59-6610 (Description) (Rent Incentives Program)	
		Finance <input checked="" type="checkbox"/> Approval	

SUMMARY STATEMENT

Background:

The 2020 Housing Needs Assessment performed by Elliott D. Pollack & Company for the City of Sedona identified an affordable housing gap of approximately 1500 households. Nearly 58% of Sedona’s renters at the time were determined to be cost-burdened, paying more than 30% of their household income toward rent. Since the completion of the study, the problem has been compounded by the Covid-19 pandemic generating more travel and remote workers, the proliferation of homes being converted to short-term rentals, and now inflation.

These same forces have contributed to rising home values, with the median home value now exceeding \$850,000. Sedona has under 300 units of apartment housing, representing about 4% of the dwelling units in the City, compared to an average across the state of over 16% of units. The lack of apartment units means much of the Sedona workforce must find privately-owned homes to rent. Nearly 15% of the housing stock today is used for short-term rental, and historically about 75% of Sedona homes are owner-occupied, leaving few homes available for rent to the local workforce.

Businesses in Sedona regularly complain of difficulty finding employees, often resulting in reduced operating hours. Residents recognize the problem as they find their favorite dining spots, grocery stores, and pharmacies closed during non-peak hours.

One method other resort cities have used to increase housing options is to incentivize short-term rental owners to provide long-term affordable leases to local workers. In Big Sky, Montana a pilot incentive program generated 20 new units of local housing in just three months. Since October of 2020, a similar program in Truckee, CA has generated 75 units of housing for the local workforce housing more than 130 residents.

Proposed Pilot Program

Because of the public benefit provided by increasing the available stock of affordable, local workforce housing, staff proposes a pilot program like those that have proven effective in multiple other cities plagued by short-term rentals and rising property values. The purpose of the Pilot program is to test the concept with the goal of housing more of the local workforce in Sedona, which will reduce commuter traffic and pollution, protect natural resource areas, and support the local economy.

Qualifying beneficiaries are homeowners of registered short-term rentals who provide at least a one-year lease to a local worker (or a qualifying displaced long-term resident). The program provides a cash incentive to the property owner to not only ‘rent local,’ but also to refrain from short-term rental for three years.

The proposed program outline and terms, and the proposed application and guidelines are attached as Exhibits A and B respectively.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

The City’s Citizen Work Group on Housing has discussed the proposed program at four recent meetings and has provided input to assist staff in refining the program and customizing it to Sedona. The work group is recommending that the City Council approve the program as proposed. Participants include:

- Linda Martinez, Chair
- Shannon Boone, Sedona/Cottonwood Housing Manager
- Sandy Moriarty, Mayor
- Scott Jablow, Vice Mayor
- Jessica Williamson, City Councilor
- Molly Spangler, Sedona Economic Development Director
- Al Comello, Citizen
- Tania Simms, CEO Verde Valley Habitat for Humanity
- Steve Segner, President, Sedona Area Lodging Council
- George Ault, Realtor
- Ron Martinez, Citizen
- Luke Sefton, Citizen/VVREO

Alternative(s):

MOTION

I move to: approve the Rent Local Program, including the proposed program guidelines, expenditures, application and the contract subject to approval by the City Attorney’s Office.

RENT LOCAL PILOT PROGRAM OUTLINE

PROGRAM OVERVIEW

The City of Sedona is piloting the RENT LOCAL incentive program to create local housing for Sedona's workforce. People working in Sedona struggle to find housing due to skyrocketing real estate prices and vacation rentals dominating the rental market. 15% of the city's homes are vacation rentals whose prices are unattainable for most of Sedona's working residents and unavailable for long-term rent. Additionally, local businesses struggle to hire and remain open because there is insufficient housing for employees.

The Pilot RENT LOCAL incentive program aims to increase the number of long-term rental units available to Sedona's workforce by offering financial incentives to homeowners, in exchange for long-term leases to locals. The Pilot program will be open to homeowners who currently rent their homes as short-term rentals.

The purpose of the Pilot program is to test this concept with the goal of housing more of the local workforce in Sedona, which will reduce commuter traffic and pollution, increase the number of residents and sense of community in neighborhoods, protect natural resource areas, and support the local economy.

INCENTIVES AND PILOT PROGRAM DURATION

The RENT LOCAL Incentive Program will begin accepting applications September 1, 2022. The Pilot Program will remain in effect for one year or until \$240,000 in incentives have been provided.

Incentive Rates: The total incentive available to owners converting a short-term or vacation rental to long-term rental as evidenced by a One-Year lease of a vacation rental to a local worker or 2-Year lease to a local business allowed to sublet

- Full property or a separated living space with private entry, private bath, private kitchen and available outdoor space

Studio - \$6000

1BR - \$7000

2BR - \$8500

3BR - \$10,000

- Rooms rented in a home with shared entry, bath, kitchen, or no outdoor space

1BR - \$3000

2BR - \$4000

3BR - \$5000

PROGRAM ADMINISTRATION

The City will issue 50% of the award payment to participating property owners 30 days after the lease's execution date upon verification of satisfactory move-in. A second installment of 50% will be granted at the close of the lease, pending compliance checks of the program requirements and executed lease agreement.

Compliance: A Program Review Committee (PRC) made up of City staff will be created to approve applications and make all final determinations as to eligibility and compliance during the Pilot program. The PRC will review a copy of the signed lease agreement prior to releasing the first award payment. Additionally, the City will conduct lease compliance checks midway through the lease and at the lease's completion. The City will require proof that the lease is active and in good standing from both the property owner and the tenants during all compliance checks.

The property owner is responsible for all tenant recruitment, background checks, lease negotiations, etc. prior to signing a lease. The property owner is also responsible for all property management.

PROPERTY/ HOMEOWNER ELIGIBILITY

Property owners must complete an application to the City of Sedona within 30 days of signing a lease with a qualifying tenant. Applications will be reviewed on a first-come, first-served basis. Applications must comply with the following criteria to be considered for the Pilot RENT LOCAL incentive program:

Location: The home must be in the Sedona City Limits

Status: The home must be a legally permitted unit. If the homeowner applicant has other legal short-term rentals, all must be in good standing. Only one incentive will be allowed per address.

Ownership: The applicant must be the owner of the property.

Rental Affordability: Homeowners participating in the Program can charge fair market rent. Fair rental rates for the Program are dependent on condition of the unit, number of bedrooms, utilities included, and other amenities offered. The City of Sedona reserves the right to decline awards to owners charging more than a fair market rate. The maximum qualifying rental rate is \$2200/month for a 3BR home.

Property Condition: The home must meet basic safety and quality criteria per Sedona building codes.

Program Contract: The homeowner must sign an agreement with the City of Sedona. The agreement requires that the homeowner pledge not to operate the property as a vacation/short-term rental for at least three years. (The incentives may or may not be available in the two subsequent years, depending upon program success).

Signed Lease Agreement: The homeowner must sign a minimum one-year lease agreement with qualified tenants working in Sedona.

Successful Midway and Final Lease Checks for Final Award: Leases will be checked for compliance by the City via communication with the homeowner and tenants at the midway and final lease marks. Failure to meet lease requirements at either of these points disqualifies the homeowner from additional reward payments.

Developers or employers as landlords: Only private homeowners are eligible for the Program. Employers renting to their own employees are not eligible.

Change of Ownership: If a homeowner sells the property during the lease period, the selling homeowner is disqualified from the program and must return all incentive funds, unless the new owner maintains the lease, in which case the new owner will be paid the final installment. **Failure to Comply with Lease:** If the homeowner does not meet lease agreements at the midway and final mark, City staff will work with the homeowner to rectify the situation. If an agreement cannot be reached, the homeowner will be disqualified from receiving the second installment.

Maximum Incentive: The maximum incentive any one homeowner can receive during the pilot program is \$25,000.

ELIGIBILITY FOR TENANTS

Work Locally: At least one tenant in the household must have worked at least 30 hours per week for at least 30 days for an employer based in the Sedona City Limits and be currently employed with a local employer. Exceptions will be made for tenants who are disabled or retired as long as they have lived in Sedona for at least two of the last five years.

Required Documentation: The property owner must collect from each adult tenant in the household and submit the following documentation along with their applications:

- Copy of driver license or other government issued photo ID.
- Copy of W2 and/or recent paystub.

Household Defined: one or more adults related (family/marriage) OR unrelated but living together in one unit.

Tenant Defined: a single adult, 18 years or older, renting for use as their primary residence.

Arms length: The homeowner and tenant may not be related by blood or marriage

PROGRAM EVALUATION

Staff will evaluate the Pilot Program to ensure community resources are being efficiently utilized. Upon completion of the Pilot, staff will produce a report using the following criteria to measure success and to evaluate whether to seek additional funding to continue the program:

- Number of tenants served. *Pilot goal = 35*
- Types of homes made available (size, location, condo or single-family). *Pilot goal = diversity of*
- Number of units converted from short-term rental. *Pilot goal = 25*
- Rental prices for each unit in the program, average per bedroom.
- Income of renter households. *Pilot goal = Avg rental prices = < 35% of household income*
- Employers served.
- Number of rentals extended beyond twelve (12)-month leases.
- Program participant surveys (homeowners and tenants).

RENT LOCAL PILOT PROGRAM
Homeowner Application and Agreement

HOMEOWNER FIRST NAME:

HOMEOWNER LAST NAME:

EMAIL:

PHONE:

RENTAL PROPERTY ADDRESS (the "Home"):

MAILING ADDRESS:

IS APPLICANT THE LEGAL OWNER OF HOME PER COUNTY TAX RECORDS: Y / N (circle one)

PURCHASE MONTH/YEAR:

FURNISHED OR UNFURNISHED:

DATE AVAILABLE:

NUMBER OF BEDROOMS:

NUMBER OF BATHS:

OF OFF-STREET PARKING SPACES:

HOA? Y/ N (circle one)

PET RULES:

OTHER RESTRICTIONS:

WAS HOME CONSTRUCTED BEFORE 1978?

ARE YOU RENTING ENTIRE HOME?

IF NO, DESCRIBE RENTAL SPACE OFFERED:

DESIRED MONTHLY RENT:

UTILITIES INCLUDED?

DESIRED DEPOSIT:

DESCRIBE HOW YOU'VE USED YOUR HOME IN THE LAST 12 MONTHS?

HOW DID YOU HEAR ABOUT THIS PROGRAM?

WHAT CONCERNS YOU MOST ABOUT RENTING YOUR HOME ON THE LONG-TERM MARKET?

Homeowner Signature _____

PROGRAM REQUIREMENTS

PROGRAM OVERVIEW

The City of Sedona is piloting the RENT LOCAL incentive program to create local housing for Sedona's workforce. People working in Sedona struggle to find housing due to skyrocketing real estate prices and vacation rentals dominating the rental market. 15% of the city's homes are vacation rentals whose prices are unattainable for most of Sedona's working residents and unavailable for long-term rent. Additionally, local businesses struggle to hire and remain open because there is insufficient housing for employees.

The Pilot RENT LOCAL incentive program aims to increase the number of long-term rental units available to Sedona's workforce by offering financial incentives to homeowners, in exchange for long-term leases to locals. The Pilot program will be open to homeowners who currently rent their homes as short-term rentals.

The purpose of the Pilot program is to test this concept with the goal of housing more of the local workforce in Sedona, which will reduce commuter traffic and pollution, increase the number of residents and sense of community in neighborhoods, protect natural resource areas, and support the local economy.

This Rent Local Incentive Program Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Click here to enter text** ("Homeowner").

AGREEMENT

The parties agree as follows:

1.0 INCENTIVES AND PILOT PROGRAM DURATION

The RENT LOCAL Incentive Program ("Program") will begin accepting applications September 1, 2022. In City Council's sole discretion, the Pilot Program may remain in effect for one year or until \$240,000 in incentives have been provided.

1.1 Incentive Payment: The total Incentive Payment available to owners converting a short-term or vacation rental to long-term rental (the "Home") as evidenced by a one-year lease to a local worker, are as follows:

- Full property or a separated living space with private entry, private bath, private kitchen and available outdoor space

Studio - \$6000

1BR - \$7000

2BR - \$8500

3BR - \$10,000

- Rooms rented in a home with shared entry, bath, kitchen, or no outdoor space

1BR - \$3000

2BR - \$4000
3BR - \$5000

2.0 PROGRAM ADMINISTRATION

2.1 Payment

The City will issue 50% of the Incentive Payment to participating Homeowner 30 days after the Lease's execution date upon verification of satisfactory move-in of a qualifying tenant and satisfactory compliance with all terms of the Program and this Agreement. A second installment of 50% will be granted 30 days after the expiration of the one-year Lease term and only after the City has determined compliance with all of the Program and Agreement requirements. Each Homeowner must also complete and provide the City an IRS W9 form.

2.2 Compliance

A Program Review Committee ("PRC") made up of City staff or residents will be created to approve applications and make all final determinations as to eligibility and compliance during the Pilot program. The PRC will review a copy of the signed Lease agreement prior to releasing the first award payment.

Additionally, the City will conduct Lease compliance checks midway through the Lease and at the Lease's completion. The City will require proof that the Lease is active and in good standing from both the Homeowner and the tenants during all compliance checks.

The Homeowner is responsible for all tenant recruitment, background checks, lease negotiations, etc. prior to signing a lease. Homeowner is also responsible for all property management, Tenant relations, and maintenance.

3.0 HOME / HOMEOWNER ELIGIBILITY

Homeowners must complete an application to the City of Sedona within 30 days of signing a lease with a qualifying tenant and comply with the following criteria to be considered for the Pilot RENT LOCAL incentive Program:

3.1 Location: The Home must be in the Sedona City Limits.

3.2 Status: Homeowner must provide proof of current and historical use of the Home as a vacation or short-term rental. The Home must be a fully legally permitted unit. If the Homeowner applicant has other legal short-term rentals, each short-term rental must not be in the same Home and must be in good standing with federal, state and local laws, including by maintaining a TPT license and emergency contact rental. Only one incentive will be allowed per Home or address.

3.3 Ownership: The applicant must be the owner of the Home (the "Homeowner").

3.4 Rental Affordability: Homeowners participating in the Program can charge fair market rent. Fair rental rates for the Program are dependent on condition of the unit, number of bedrooms,

utilities included, and other amenities offered. The City of Sedona reserves the right to decline Incentive Payments to Homeowners charging more than a fair market rate. The maximum qualifying rental rate is \$2200/month for a 3BR home.

3.5 Home Condition: The Home must meet basic safety and quality criteria per Sedona building codes and be decent, safe and sanitary.

3.6 Program Agreement/Short-Term Rental Prohibition: The Homeowner must sign this Agreement with the City of Sedona. The Agreement requires that the Homeowner pledge not to operate the Home as a vacation/short-term rental for at least three years. The Homeowner must return to the City all Incentive Payments received if the Homeowner at any time operates the Home as a vacation or short-term rental during the three-year prohibition. Homeowners may reapply for additional funding each year subject to availability of funds and Program requirements, as amended.

3.7 Signed Lease Agreement: The Homeowner must sign a minimum one-year lease agreement with qualified Tenants working in Sedona (the "Lease") and provide a copy of the signed Lease to the PRC prior to releasing the first Incentive Payment.

3.8 Successful Midway and Final Lease Checks for Final Award: Leases will be checked for compliance by the City via communication with the Homeowner and tenants at the midway and final Lease marks. Failure to meet Lease requirements at either of these points disqualifies the Homeowner the final 50% Incentive Payment.

3.9 Developers or employers as Homeowners: Only private or individual Homeowners are eligible for the Program. Developers are not eligible. An employer renting its home to its employees are not eligible.

3.10 Change of Ownership: If a Homeowner sells the Home during the Lease period, the selling Homeowner is disqualified from the Program and must return all Incentive Payments, unless the new owner maintains the Lease, in which case the new owner will be paid the final Incentive Payment installment.

3.11 Failure to Comply with Lease: If the Homeowner does not meet Program requirements, including maintaining the Lease agreement through the midway and final mark, Homeowner will be disqualified from receiving the second Incentive Payment installment and may be required to pay back any previous Incentive Payments.

3.12 Maximum Incentive: The maximum Incentive Payment any one Homeowner can receive during the pilot program is \$25,000.

4.0 ELIGIBILITY FOR TENANTS

4.1 Work Locally: At least one Tenant in the Household must have worked at least 30 hours per week for at least 30 days for an employer based in the Sedona City Limits and be currently employed with a local employer. Exceptions will be made for Tenants who are disabled or retired if they have lived in Sedona for at least two of the last five years.

4.2 Required Documentation: The Homeowner must collect from each adult tenant in the Household and submit the following documentation along with their applications:

- Copy of driver license or other government issued photo ID.
- Copy of W2 and/or recent paystub.
- Proof of local employment.

4.3 Household Defined: one or more adults related (family/marriage) OR unrelated but living together in one unit.

4.4 Tenant Defined: a single adult, 18 years or older, renting the Home for use as their primary residence.

4.5 Arms length: The Homeowner and Tenant may not be related by blood or marriage.

5.0 MISCELLANEOUS

5.1 Term: This Agreement shall terminate upon the expiration of the three-year prohibition against renting or operating the Home as a short-term or vacation rental.

5.2 Insurance: Homeowner agrees to procure and maintain in force during the term of this Agreement, at its own cost, Homeowner's insurance on the Home with a minimum liability coverage amount of \$300,000.

5.3 Indemnification: To the fullest extent permitted by law, Homeowner will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Homeowner, its Tenants, officers, employees, agents or any tier of subcontractor in connection with Homeowner's work or services in the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

5.3 Venue; Jurisdiction; Jury Trial Waiver: This Agreement 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 Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

5.4 Legal Compliance: The City may immediately terminate this Agreement without further liability or penalty to Homeowner should a court of competent jurisdiction or any administrative agency with oversight authority determine that any part of this Agreement is contrary to established Federal, State and City laws applicable to the respective responsibilities of the Parties as described herein, or this Agreement, and any part thereto that is in conflict with said laws, may be modified by the City in order to bring the Agreement into full legal compliance.

THIS IS A BINDING LEGAL DOCUMENT. I CERTIFY THAT I HAVE READ CAREFULLY, UNDERSTAND AND AGREE TO FOLLOW THE PROGRAM REQUIREMENTS. I HEREBY ACKNOWLEDGE THAT I AM THE HOMEOWNER OF THE HOME TO BE CONSIDERED AS A HOME RENTAL IN THE RENT LOCAL INCENTIVE

PROGRAM. I HEREBY ACKNOWLEDGE THAT THE FOLLOWING DESCRIPTION OF MY USAGE OF THE ABOVE HOME UNDER CONSIDERATION OF THIS PROGRAM IS TRUE AND ACCURATE: (type a sentence below that describes the usage of your rental Home in the last year.)

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE PROGRAM REQUIREMENTS AND I AGREE TO ABIDE BY THEM AND THIS AGREEMENT.

Homeowner's Signature: _____ Date: _____

City of Sedona Authorized Signature: _____ Date: _____



**CITY COUNCIL
AGENDA BILL**

**AB 2571
August 9, 2022
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.

Department	City Manager
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, June 9, 2020, June 23, 2020, July 14, 2020, July 28, 2020, August 11, 2020, September 8, 2020, September 22, 2020, October 13, 2020, October 27, 2020, November 10, 2020, November 24, 2020, December 9, 2020, January 12, 2021, January 26, 2021, February 9, 2021, February 23, 2021, March 9, 2021, March 23, 2021, April 13, 2021, April 27, 2021, May 11, 2021, May 25, 2021, June 8, 2021, June 22, 2021, July 13, 2021, July 27, 2021, August 10, 2021, September 14, 2021, September 28, 2021, October 12, 2021, October 26, 2021, November 9, 2021, November 23, 2021, December 14, 2021, January 11, 2022, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022, April 12, 2022, April 26, 2022, May 10, 2022, May 24, 2022, June 14, 2022, June 28, 2022, July 12, 2022
Exhibits	None

City Attorney Approval	Reviewed 08/02/22 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	For information and discussion only.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: This item was added to ensure opportunity to discuss the latest updates with the COVID-19 pandemic and the City's response.

The City continues regular communication with state and county health departments, hospitals, other healthcare providers, emergency responders, emergency managers, and policy experts.

During the meeting staff may present up-to-date information on COVID-19 related data and regulatory changes.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.